

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

James C. Williams, Jr., Special Referee

Case No. 2010-CP-40-8621

RECEIVED

JUN 16 2014

SC Court of Appeals

C.R. Meyer and Sons Company, ... Plaintiff,

v.

Custom Mechanical CSRA, LLC Defendant.

And

Custom Mechanical CSRA, LLC is Respondent,

v.

Plumbers & Steam Fitters Local #150 Health and Welfare Fund;
Plumbers & Steam Fitters Local #150 Pension Fund; Plumbers &
Steam Fitters Local #150 Annuity Fund, and Jackie K. Nordeen, Jr.
and Patrick H.F. Smith, IV, as Trustees of these Funds; Plumbers
& Steam Fitters Local #150 Vacation Fund and Patrick H. F. Smith, IV
and Joseph L. Dozier, as Trustees of this Fund; Augusta Joint
Apprenticeship and Journeymen Training Committee, and Patrick
H.F. Smith, IV and Charles I. Hardigree, as Trustees of this Fund;
Trustees of Southern Iron Workers Pension Fund; Trustees of
Southeastern Iron Workers Healthcare Plan; Trustees of
Southeastern Iron Workers #709 Joint Apprenticeship and
Training committee and Local #709, International Association
of Bridge, Structural, Ornamental and Reinforcing Iron Workers;
Southeastern Carpenters and Millwrights Health Trust,
Southeastern Carpenters and Millwrights Pension Trust, Larry
Phillips and J. Kirk Malone, as Trustees of these Funds;
Ferguson Enterprises, Inc.; Presidential Financial Corporation;
Norton Welding Supply, Inc.; United Rentals (North America), Inc.;
Daniel R. Friedmann; Tony Hall; Timothy R. Hall, Jr.; Ralph D.
Black; Thomas Brittingham; Arthur C. Carlson; Leonard Wade
Cliett; Christopher Cullipher; David W. Cullipher; Joseph A.
Doyle, Jr.; Charles R. Ellzey; Brian Field; Clayton W. Googe, Jr.;

Martin Granger; William R. Giffin, Jr.; Jack E. Hegler; George G. Lever; Matt Lever; Ernest H. Lewis, III; the Estate of William R. McFerrin by and through its duly-appointed Executrix, Nancy McFerrin; Daniel Nichols; Kinda Phommachanh; Raleigh B. Roye; Nicholas Stewart; Timothy P. Stock; James Waltemath; Al Tiska; Al Carpenter; Bruce Pollock, Jr.; and, Security Federal Bank, ... Third Party Defendants,

Of Whom

Daniel R. Friedmann; Tony Hall; Timothy R. Hall, Jr.; Ralph D. Black; Thomas Brittingham; Arthur C. Carlson; Leonard Wade Cliett; Christopher Cullipher; David W. Cullipher; Joseph A. Doyle, Jr.; Charles R. Ellzey; Brian Field; Clayton W. Googe, Jr.; Martin Granger; William R. Giffin, Jr.; Jack E. Hegler; George G. Lever; Matt Lever; Ernest H. Lewis, III; the Estate of William R. McFerrin by and through its duly-appointed Executrix, Nancy McFerrin; Daniel Nichols; Kinda Phommachanh; Raleigh B. Roye; Nicholas Stewart; Timothy P. Stock; James Waltemath; Al Tiska; Al Carpenter; and Bruce Pollock, Jr. are Appellants,

And Presidential Financial and Security Federal Bank, ... are also Respondents.

RECORD ON APPEAL - VOL. II

John S. Nichols
BLUESTEIN, NICHOLS,
THOMPSON & DELGADO
Post Office Box 7965
Columbia, SC 29202
(803) 779-7599

Nekki Shutt,
CALLISON TIGHE &
ROBINSON, LLC
Post Office Box 1390
Columbia, SC 29202
(803) 404-6900

Attorneys for Appellants

Francis M. Mack, Esquire
RICHARDSON PLOWDEN
CARPENTER & ROBINSON
1900 Barnwell St.
Columbia, SC 29201
P.O. Drawer 7788
Columbia, SC 29202
(803) 771-4400

Attorney for Respondent
Custom Mechanical CSRA,
LLC

John T. Lay, Jr., Esquire
Lindsay A. Joyner, Esquire
GALLIVAN WHITE & BOYD
1201 Main Street, Ste. 1200
Columbia, SC 29201
(803) 724-1800

Attorneys for Respondent
Presidential Financial
Corporation

Robert L. Buchanan, Jr.
BUCHANAN LAW OFFICE, PA
P.O. Box 463
Aiken, SC 29802-0463
(803) 649-2586

Attorney for Respondent
Security Federal Bank

INDEX

Orders

Order Confirming Arbitration Award of November 1, 2011	1
Order of March 5, 2012	24
Order Granting Presidential Financial Company and Security Federal Bank's Motion to Alter or Amend of July 19, 2012	34
Order Granting Disbursement of Funds of November 13, 2012	38
Order Granting Presidential Financial Company and Security Federal Bank's Motion for Summary Judgment of May 28, 2013	42
Form 4 Order of May 30, 2013	49
Order Denying Third Party Defendants Custom Employees' Motion to Alter or Amend Judgment of July 16, 2013	50

Pleadings and Motions

Proofs of Claim in <i>In Re: Herrington</i> , Case No. 08-10912-SDB (U.S.B.C. So. Dist. Ga.) (Septemerb 18, 2000)	53
Complaint in <i>Presidential Fin. Corp. v. Custom Mechanical CSRA, LLC, Custom Industrial Services, LLC, Dean Durand, George Herrington, and Danny Key</i> , C/A No.: 07-CV-10839-3 (DeKalb Cnty, GA) of October 10, 2007	124
Complaint of February 20, 2008	164
Plaintiff's Statement of Material Facts as to Which There is no Dispute in <i>Presidential Fin. Corp. v. Custom Mechanical CSRA, LLC, et al.</i> of March 10, 2008	175
Amended Friedmann Complaint of July 25, 2008	180
Second Amended Friedmann Complaint of June 30, 2009	191
Answer to Second Amended Complaint of June 30, 2009	202

Third Amended Friedmann Complaint of November 30, 2009	211
Complaint of December 1, 2009 in <i>Security Federal v. Custom Mechanical, et al.</i>	222
Complaint of C.R. Meyer of December 9, 2010	238
Custom Mechanical's Answer and Third-Party Complaint of February 8, 2011	248
Answer to Third Party Complaint of Friedmann of March 9, 2011	253
Answer of Presidential Financial Corporation to Third Party Complaint of Custom Mechanical CSRA, LLC of June 6, 2011	257
Answer of Security Federal bank to Third Party Complaint of Custom Mechanical CSRA, LLC of October 20, 2011	261
Assignment of Custom Industrial and Custom Mechanical to Appellants of October 24, 2011	265
Presidential Financial Corporation and Security Federal Bank's Amended Answer to Third- Party Complaint and Counterclaim and Crossclaim of July 19, 2012	271
Joint Reply, Counterclaim, and Crossclaim of Custom Employees of August 1, 2012	282
Answer to Presidential Financial Corporation and Security Federal Bank's Amended Answer to Third Party Complaint and Counterclaim and Crossclaim of August 3, 2012	290
List of Discovery Responses to Presidential & Security Federal – Documents Produced of August 3, 2012	299
Third Party Def. Presidential Financial and Security Federal's Reply and Answer to Crossclaims and Counterclaims of Custom Employee's of August 17, 2012	303
Banks' Motion for Summary Judgment of October 12, 2012	313
Custom Employees' Motion for Summary Judgment of October 19, 2012	318
Memo of Custom Employees' in Opposition to Banks' Joint Motion for Disbursement of Funds of November 7, 2012	321
Banks' Amended Motion for Summary Judgment of November 15, 2012	327
Custom Employees' Amended Motion for Summary Judgment of December 3, 2012	332

Banks' Memorandum in Support of its Motion for Summary Judgment and in Opposition to Custom Employees' Motion for Summary Judgment of January 24, 2013	335
Custom Employees' Memorandum in Support of their Original and Amended Motions for Summary Judgment and in Opposition to Banks' Motion for Summary Judgment of January 24, 2013	359
Stipulation of Dismissal with Prejudice of Union of January 24, 2013	373
Custom Employees' Reply in Opposition to the Banks' Memo in Support of their Motion for Summary Judgment of February 4, 2013	381
Custom Employees' Motion for Reconsideration of June 7, 2013	411

Transcripts and Exhibits

Transcript of Summary Judgment Hearing	421
Exhibits to Custom Employees' Memorandum in Support of their Original and Amended Motions for Summary Judgment and in Opposition to Banks' Motion for Summary Judgment	
Exhibit 1 - Affidavit of Henry Wall with Exhibit A (Arbitration Award)	469
Exhibit 2 - Confession of Judgment	484
Exhibit 3 - Warrant of Attachment	489
Exhibits to Banks' Memo in Support of Summary Judgment and in Opposition to Custom Employees' Motion for Summary Judgment	
Exhibit B - Affidavit of Lisa Glevenyak and attachments C, D, E, F, G	493
Exhibit C - Security Federal Loan Agreements and Corresponding Affidavit	528
Exhibit D - Security Federal UCC-1, UCC-3 Subordination Statement & UCC-3 Continuation Statement	581
Exhibit E - Presidential Loan Agreement and Security Agreement	587
Exhibit F - Presidential UCC-1, UCC-3 Continuation Statement	596
Exhibit G - Presidential Financial Corporation Consent Judgment with Affidavit of Catherine Wrenn of July 15, 2008	600
Exhibit H - Employee Union Cards	615
Exhibit I - Deposition Transcript Excerpt of Daniel Friedmann	627
Exhibit L - Secretary of State Records	631
Exhibit M - Collective Bargaining Agreement	634
Exhibit N - Amended Verified Complaint	645
Exhibit O - Paycheck Stubs of Appellants	657
Exhibit P - Judgment in a Civil Case	681
Exhibit Q - Attempted Deposition Transcript of George Lever	683

Exhibit R – Deposition Transcript Excerpt of Kinda Phommachanh	686
Exhibit S – Deposition Transcript Excerpt of Brian Field	689
Exhibit T – Deposition Transcript Excerpt of William Giffin	695
Exhibit U – Deposition Transcript Excerpt of Daniel Nichols	702
Exhibit V – Deposition Transcript Excerpt of Chris Cullipher	709
Exhibit W – Deposition Transcript Excerpt of Arthur Carlson	715
Exhibit X – Deposition Transcript Excerpt of Thomas Brittingham	721
Exhibit Y – Deposition Transcript Excerpt of Ernest Lewis, III	728
Exhibit Z – Deposition Transcript Excerpt of Al Tiska	733
Exhibit AA – Deposition Transcript Excerpt of Ralph Black	740
Exhibit BB – Deposition Transcript Excerpt of Al Carpenter	749
Exhibit CC – Deposition Transcript Excerpt of Tony Hall	757
Exhibit DD – Deposition Transcript Excerpt of Leonard Wade Cliett	764
Exhibit EE – Deposition Transcript Excerpt of David Cullipher	773
Exhibit FF – Deposition Transcript Excerpt of Joseph Doyle, Jr.	781
Exhibit GG – Deposition Transcript Excerpt of Matt Lever	789
Exhibit HH – Deposition Transcript Excerpt of Raleigh Roye	796
Exhibit II – Deposition Transcript Excerpt of Charles Ellzey	804
Exhibit JJ – Deposition Transcript Excerpt of Nancy McFerrin	808
Employee Information Sheets	813
Combined Income Statements of Custom Mechanical and Custom Industrial of 2006 and 2007	838
Affidavit of Jeff Rice of December 30, 2010, with attachments	867
Certificate of Counsel	875

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

C.R. Meyer and Sons Company,

Plaintiff/Petitioner,

v.

Custom Mechanical CSRA, LLC,

Defendant/Respondent

Custom Mechanical CSRA, LLC

Third-Party Plaintiff, Respondent

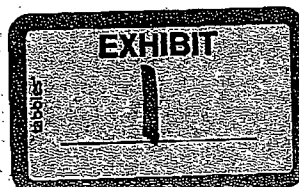
v.

Plumbers & Steam Fitters Local #150 Health and Welfare Fund, Plumbers & Steam Fitters Local #150 Pension Fund, Plumbers & Steam Fitters Local #150 Vacation Fund, and Patrick H.F. Smith, IV and Joseph L. Dozier, as Trustees of this Fund; and Augusta Joint Apprenticeship and Journeymen Training Committee, and Patrick H.F. Smith, IV and Charles I. Hardigree, as Trustees of this Fund; Trustees of Southern Iron Workers Pension Fund; Trustees of Southeastern Iron Workers Healthcare Plan; Trustees of Southeastern Iron Workers Annuity Plan; Trustees of Iron Workers #709 Joint Apprenticeship and Training Committee and Local #709 International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers; Southeastern Carpenters and Millwrights Health Trust; Southeastern Carpenters and Millwrights Pension Trust; Larry Phillips and J. Kirk Malone, as Trustees of these Funds; Ferguson Enterprises, Inc., Presidential Financial Corporation; Norton Welding Supply, Inc.; United Rentals (North

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

Civil Action No.: 2010-CP-40-8621

AFFIDAVIT OF HENRY P. WALL



America), Inc.; Daniel R. Friedmann; Tony
Hall; Timothy R. Hall, Jr.; Ralph D. Black;
Thomas Brittingham; Arthur C. Carlson;
Chris Cullipher; David W. Cullipher;
Charles R. Ellzey; Clayton W. Google, Jr.;
Martin Granter; Williams R. Giffin, Jr.;
Jack E. Hegler; George G. Level; Matt
Lever; Ernest H. Lewis, III; William R.
McFerrin; Daniel Nichols; Kinda
Phommachanh; Raleigh B. Roye; Nicholas
Stewart; Timothy P. Stock, James
Waltemath; Al Tiska; Al Carpenter; and
Bruce Pollock, Jr.,

Third-Party Defendants

Henry P. Wall, being first duly sworn on oath, deposes and states as follows:

1. I am an adult resident of the State of South Carolina and an attorney with the law firm of Bruner, Powell, Wall & Mullins, LLC. I am one of the attorneys representing the Plaintiff/Petitioner, C.R. Meyer and Sons Company ("C.R. Meyer"), in the above-captioned matter.
2. I represent C.R. Meyer in the matter currently pending before this Court, and I also represented C.R. Meyer in connection with the arbitration hearing that took place in September of 2010.
3. Attached hereto as Exhibit A is a true and correct copy of the Award issued by Arbitration Panel on November 8, 2010.
4. Attached hereto as Exhibit B is a true and correct copy of arbitration exhibit CRM 84, previously utilized by C.R. Meyer at the arbitration hearing in September of 2010.

5. Attached hereto as Exhibit C is a true and correct copy of an excerpt of the transcript of the testimony of Tom DeLeeuw, offered at the arbitration hearing on September 30, 2010.

6. Attached hereto as Exhibit D is a true and correct copy of arbitration exhibit Custom 82, previously utilized by Custom at the arbitration hearing in September of 2010.

7. Attached hereto as Exhibit E is a true and correct copy of arbitration exhibit CRM 2, previously utilized by C.R. Meyer at the arbitration hearing in September of 2010.

8. Attached hereto as Exhibit F is a true and correct copy of an excerpt of the transcript of the testimony of Joseph Augustian, offered at the arbitration hearing on September 29, 2010.

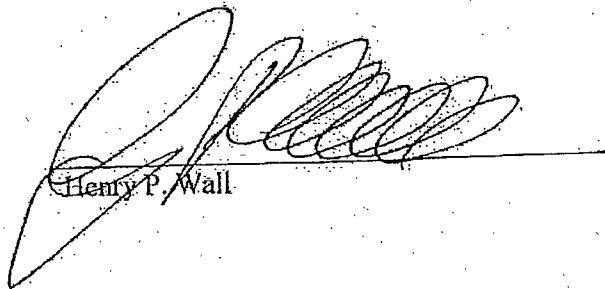
9. Attached hereto as Exhibit G is a true and correct copy of an excerpt of the transcript of the testimony of Philip Martini, offered at the arbitration hearing on September 30, 2010.

10. Attached hereto as Exhibit H is a true and correct copy of an excerpt of the transcript of the testimony of Paul Rodrigues, offered at the arbitration hearing on September 30, 2010.

11. Attached hereto as Exhibit I is a true and correct copy of arbitration exhibit Custom 87, previously utilized by Custom at the arbitration hearing in September of 2010.

12. I have read this affidavit consisting of four (12) enumerated paragraphs, and I swear it is true and accurate to the best of my knowledge and recollection.

Dated this 15th day of August, 2011.


Henry P. Wall

Subscribed to and sworn to before me this 15th
day of August, 2011.

Budget S. Steele

Notary Public, State of South Carolina

My commission expires: 5.27.2018

EXHIBIT A

AMERICAN ARBITRATION ASSOCIATION

Case No. 31 110 Y 00156 07

C. R. Meyer & Son's Company

and

Custom Mechanical

AWARD

We, the undersigned Arbitrators, having been designated in accordance with the Construction Industry Rules of the American Arbitration Association ("Association"), having been duly sworn, having duly heard the proofs and allegations of the parties, arguments of counsel, legal briefs filed by counsel, and having reviewed the evidence and applicable authorities, hereby render this AWARD, as follows:

Beginning in 2005 and through 2007, C.R. Meyer & Son, Inc. ("CRM"), as Construction Manager and General Contractor, undertook to construct a fourth tissue paper line for Kimberly-Clark Corporation at its facility at Beech Island, SC. CRM's work for the new line included modifying the existing facility in order to accommodate the new tissue paper machine and line. The preparatory and modification scope of work for the new line included underground piping, clarifier relocation, converting, cooling tower, and plumbing. These scopes of work, together with the installation of the new Tissue Machine itself, were collectively referred to as BI-4 Tissue Machine and Expansion Project ("BI-4"). CRM's work also included improvements to Kimberly-Clark's diaper line at another part of the Beech Island facility, known as the Hulk Project ("Hulk"). BI-4 and Hulk are collectively referred herein as the "Projects". Industrial piping was required for each of the Projects, and CRM solicited bids from Custom Mechanical ("Custom")¹ and eight other piping subcontractors for the Projects.

¹ Custom Mechanical provided union-labor services to the Projects through its wholly-owned subsidiary, Custom Industrial.

The design of the Projects, including the piping components, was performed primarily by Jacobs Engineering Group, Inc ("Jacobs"). Both Jacobs and CRM had a long-standing relationship with Kimberly-Clark.² The Projects were designed and delivered on a "fast-track" basis, where the design was only partially complete at the time CRM negotiated subcontracts for various aspects of the work. Once the price for certain work was fairly well established, Kimberly-Clark authorized CRM to proceed by detailed Purchase Order to CRM.

Beginning in early 2006, CRM awarded Custom the underground piping, clarifier relocation piping, converting piping, cooling tower piping, and plumbing, as the BI-4 preparatory work to the new tissue machine installation. In five subcontracts, identified as #37507, #37531, #37556, #37557, and #37560. Custom successfully substantially completed these subcontracts prior to July 5, 2007. On July 26, 2006, Custom was awarded the piping subcontract for the Hulk Project, identified as #37355, and thereafter substantially completed its piping work for the Hulk prior to July 5, 2007.

The last part of the BI-4 work to be designed and constructed was the delivery, installation, start-up, and operation of the #4 Tissue Machine itself. This piping work for the #4 Tissue Machine, which became #4 Tissue Machine Piping Subcontract #37579, was larger in scope and more involved than the piping work of the other five BI-4 subcontracts combined. In order to create a competitive pricing atmosphere for #37579, CRM subdivided the work of #37579 into five discrete scopes of piping work, utility bridge, utilities, stock prep, steam and condensate, and #4 Tissue Machine hook-up.

CRM solicited bids for subcontract #37579 from nine piping subcontractors, including Custom. Piping subcontract bids were initially due September 8, 2006, with a short-list subcontractor rebid scheduled later in September 2006. CRM required all bidding subcontractors for the piping work to further subdivide their bid prices for each

² CRM's services and construction work for all of Kimberly-Clark facilities were performed pursuant to a blanket Master Construction Contract.

of the five subparts of #37579 – by listing subtotal prices for materials, labor, equipment, and sub-subcontractors for each of the five sub-scopes of work – all for CRM's closer piping bid scrutiny and evaluation.³ The largest of the five subparts was for the hook-up/start-up of the machine itself.

Custom initially declined to bid on the machine hook-up/start-up subpart of subcontract #37579. Custom's reluctance was due to the volume of hook-up piping work considering the level of Custom's financial strength, together with the incomplete state of the drawings and the unfamiliarity of Custom's managers and the local union work force with such a machine. Specifically, Custom's initial bid included a "no quote" for the tissue machine hook-up/start-up subpart.

CRM received only two bids for the entire scope of piping subcontract #37579 – from The Menck Company and from Irwin Industries, Inc. ("Irwin"). Both bids were substantially higher⁴ for the #4 Tissue Machine hook-up/start-up subpart of #37579 than the amount budgeted by CRM and Kimberly-Clark.

CRM's senior on-site executives for the Projects, Joe Augustian and John Carter, CRM's Project Director and Piping Manager, were familiar with Custom, its financial strength, quality of work and the experience and ability of its field managers. Augustian and Carter evaluated Custom as being financially strong and sufficiently capitalized for only one third of the #37579 piping work. Nevertheless, in light of the much higher quote from Irwin for the hook-up subpart of #37579, on October 21, 2006, CRM's Augustian and Carter urged Custom to submit a bid for all of the #37579 piping work, including the machine hook-up-start-up subpart.

³ After the initial #37579 subcontract bids were received, CRM combined the utilities and steam and condensate subparts, and evaluated the bids based on four subparts rather than five.

⁴ The bid from Menck was so inflated that CRM determined it to be non-responsive. CRM did not ask for a re-bid from Menck.

CRM's Augustian and Carter, and their contact at Kimberly-Clark, were concerned about the un-budgeted piping costs of #37579. As of September 5, 2006, Augustian and Carter estimated the reasonable value of the piping installation costs of the five subparts of #37579 to be in excess of \$4,000,000.00, exclusive of overtime.⁶ With the line operation deadline of June 30, 2007 fast approaching, CRM reported to Kimberly-Clark on October 30, 2006 in part: "Piping installation bids received in October were significantly over budget. CRM is working on alternative plans to bring the commitment close to budget." Deeply concerned about Custom's financial strength, CRM again solicited pricing from Irwin for #37579, but the second round of pricing by Irwin was substantially higher than the first round bid and therefore an even larger budget bust.

Soon after the CRM/Custom October 21, 2006 meeting, Custom advised CRM that it would submit a bid for the remaining subpart of #37579, the Tissue Machine Installation. On November 3, 2006, CRM immediately awarded #37579 to Custom for the subparts previously bid by Custom, in the amount of \$2,821,630.00. Custom's bid for the Tissue Machine Installation subpart was submitted November 7, 2006, and CRM issued Change Order 1 to #37579 on November 9, 2006 for the machine hook-up work, in the amount of \$2,536,104.00. Both the #37579 Subcontract and Change Order 1 were executed simultaneously by Custom and CRM, on November 14 and November 17, 2006, respectively. A review of Custom's bid records shows that Custom's labor bid for all of #37579 was \$3,027,912.00.

By June 2007, CRM became aware that Custom owed a number of its suppliers and sub-subcontractors on the Projects significant sums arising out of materials and services furnished to the Projects. CRM nevertheless needed Custom to continue working, in order for CRM to achieve operation of the #4 Tissue Machine by June 30,

⁶ CRM was aware that substantial piping overtime would be required, as CRM had agreed to have the BI-4 Project #4 Tissue Machine line operating and making tissue paper no later than 11:59 pm, June 30, 2007. As of November 1, 2006, CRM was several weeks behind its planned start date for #37579.

2007. CRM agreed to pay, and paid, for Custom's labor costs in June 2007, notwithstanding CRM's knowledge, at least by June 20, 2007, that Custom owed more to its suppliers and sub-subcontractors than CRM owed to Custom.^a On June 12, 2007, CRM's Augustian acknowledged that "meeting their [Custom's] weekly payroll is critical to keeping them on site" -- critical, because as Augustian later observed on June 28, 2007: "We are in no shape to be left without a piping [sub]contractor." On June 13, 2007 Mr. Augustian reprimanded himself by writing: "But why did we delude ourselves into thinking that Custom could do the work for 3.5 [million dollars] less than Irwin's price?"

On June 30, 2007, CRM achieved operational status of the #4 Tissue Machine. John Carter promptly took a vacation until after the July 4th Holiday. On July 5, 2007, CRM wrote a letter to Custom referenced "Termination of Subcontracts for Beech Island Project," advising that it was giving Custom its Notice to Cure all seven piping subcontracts of the Projects, but also advising that as of the next day, July 6, 2007, Custom was suspended and ordered off the Projects. CRM did not allow Custom to return to the Projects after July 5, 2007. CRM later followed up with additional letters, including a final termination letter dated July 20, 2007. CRM thereafter employed other subcontractors to complete the remaining piping work on the seven Custom subcontracts, and on July 25, 2007, initiated this arbitration proceeding.

On September 17, 2010, a few days before the evidentiary hearing, CRM advised the Association and the Panel that it would not advance "an affirmative damage claim at the [evidentiary] Hearing." Consequently, before the Panel for determination are the claims of Custom within its Counterclaim. At the evidentiary hearing, CRM requested the Panel to consider its previously-asserted claims by way of setoff to Custom's counterclaims.

^a In the words of CRM's CEO, Phil Martini, to Custom and other attendees at the close of the June 29, 2007 meeting that Mr. Martini requested and conducted, the protocol on the site going forward was to be "business as usual."

I. Custom's Counterclaim against CRM for Improper Termination of Seven Subcontracts.

On July 5, 2007, CRM materially breached the seven subcontracts with Custom, #37355 (Hulk), #37505, #37531, #37558, #37580, and #37579, when CRM improperly and without cause default terminated the Custom subcontracts and removed Custom from the Projects and barred Custom from the site. Such termination was stated to be based on Custom's failure to pay its sub-subcontractors, suppliers, and union benefits for the seven subcontracts. Custom objected to its termination. CRM's default termination of Custom from the seven piping subcontracts was improper, as all seven subcontracts had been substantially completed by Custom prior to July 5, 2007. In particular, the Panel finds that #37579 was substantially completed on June 30, 2007, once #4 Tissue Machine and line became operational. CRM's attempt to terminate the seven subcontracts following substantial completion was ineffective, and a nullity.

The Panel further finds and determines that by CRM's actions in June 2007, in deliberately declining to give the Custom the subcontractually-required Notice of Default and Notice to Cure once it had knowledge of the extent of Custom's unpaid Project obligations, CRM waived its right, and is estopped, to enforce Custom's obligations within #37579 (and by extension, the other six subcontracts) as to payment to Custom's suppliers, sub-subcontractors, and local union benefits. The Panel's finding of waiver and estoppel is buttressed by the admissions of CRM's witnesses that by mid-June 2007, CRM had decided to terminate Custom once the #4 Tissue machine and line became operational. Further, the Panel finds that CRM's attempt, by letter of July 20, 2007, to terminate the subcontracts was a nullity, as CRM had previously removed Custom from the Projects on July 6, 2007, and that CRM's actions on July 5 and July 6, 2007, did not allow Custom a reasonable opportunity to cure, or to commence efforts to cure, the payment to Custom's suppliers.

Pursuant to Article 10.7 of #37579 and all the other piping subcontracts, CRM's wrongful termination of Custom entitles Custom to recover from CRM the reasonable

value of work performed by Custom on all seven subcontracts, including reasonable overhead and profit (less prior payments), and Custom's reasonable attorneys' fees.

The Panel finds that the reasonable value of Custom's work at #37579 to be \$7,569,972.00, and that the balance due Custom on #37579 (net of payments directly to Custom) is \$1,720,887.00, calculated as set forth in the attached Award Spreadsheet, which is incorporated into and made a part of this Award. The Panel further finds that the reasonable value of the other six Custom piping subcontracts improperly terminated by CRM to be the amount of the final dollar amount of each such subcontract, including approved change orders, and that Custom is entitled to be paid all outstanding amounts due under those six subcontracts, in the amount of \$475,562.00.

As a result of CRM's improper termination, CRM is not entitled to a warranty or indemnity from Custom for uncompleted or deficient work, or to back charge Custom or offset against Custom any of CRM's costs incurred after July 6, 2007 associated with piping work at the Projects performed by CRM after July 6, 2007.

The Panel finds that CRM is entitled, however, to offset against amounts due Custom the net sum paid by CRM after July 5, 2007 directly to sub-subcontractors and suppliers of Custom for materials furnished to Custom and work performed for Custom at the Projects prior to July 5, 2007. The Panel finds that CRM paid \$1,890,371.00 to such sub-subcontractors and suppliers of Custom, but determines that such sum should be and is reduced by \$1,500,000.00, the amount received by CRM from Kimberly-Clark as an increase to CRM's contract following Custom's termination specifically to defray CRM's unanticipated costs in paying Custom's suppliers/sub-subcontractors. CRM is therefore entitled to a net offset of \$390,371.00. Also, Custom stipulated at the evidentiary hearing that it had overcharged CRM \$29,530.00 in connection with #37579, and CRM is therefore also entitled to a setoff in that amount.

In aggregate, Custom is entitled to a net Award from CRM exclusive of attorneys' fees and legal expenses in the amount of \$1,776,548.00.

Custom is the prevailing party in this arbitration as between it and CRM, and Custom is entitled to recover its reasonable attorneys' fees and legal expenses. The Panel has reviewed the submissions of both Custom and CRM as to the amount of counsel fees and legal expenses, and finds that \$200,000.00 is a reasonable amount to be awarded to Custom, based on the nature of the case, the amounts in controversy, the time devoted to the case by, and the professional standing of, Custom's counsel.

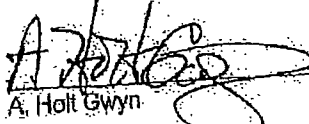
The Panel hereby issues this AWARD in favor of Custom against CRM in the amount of \$1,976,548.00.

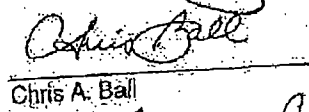
II. Allocation of Association and Panel Fees, Costs, and Expenses

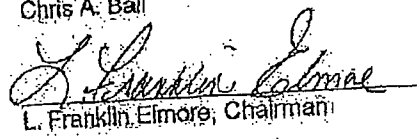
The fees, costs and expenses of this arbitration through October 22, 2010, including but not limited to the Association's administrative fees and service charges, the court reporter fees for the evidentiary hearing, the Panel's fees and expenses, the costs and charges for Hearing Rooms, Party Work Rooms and Panel Work Rooms, are hereby allocated by the Panel to be shared equally (50/50) by, and charged to, CRM and Custom. CRM shall be responsible for, and shall pay directly to the court reporter, the full amount of the real-time hearing transcript cost.

This Award is in full settlement of all Claims and Counterclaims asserted by the parties in this arbitration proceeding whether or not submitted to the Panel. All Claims and Counterclaims of either party not granted above and not otherwise discussed herein are DENIED.

ORDERED and AWARDED this 8th day of November, 2010.


A. Holt Gwyn


Chris A. Ball


L. Franklin Elmore, Chairman

CRM v. CUSTOM AWARD SPREADSHEET

CUSTOM'S LABOR ESTIMATE FOR #37579

UTILITY BRIDGE

UTILITIES

STOCK PREP

STEAM & CONDENSATE

TISSUE MACHINE INSTALLATION

\$ 187,251.00
\$ 708,953.00
\$ 343,077.00
\$ 24,911.00
\$ 1,763,720.00
\$ 3,027,912.00

REASONABLE VALUE OF #37579 LABOR

REASONABLE VALUE OF #37579 LABOR (excluding Small Bore Piping)

REASONABLE VALUE OF SMALL BORE LABOR (Net of Materials)

\$ 3,500,000.00
\$ 584,000.00
\$ 4,084,000.00

REASONABLE VALUE OF #37579 LABOR

LESS - CUSTOM'S #37579 LABOR AS BID

\$ 4,084,000.00
\$ 3,027,912.00

REASONABLE VALUE OF ADDITION TO LABOR PRICE FOR #37579

\$ 1,056,088.00

CUSTOM'S #37579 TISSUE MACHINE SUBCONTRACT AND CHANGE ORDERS

REASONABLE VALUE OF LABOR ADD FOR #37579

\$ 8,513,884.00
\$ 1,056,088.00

REASONABLE VALUE OF CUSTOM'S #37579 TOTAL SUBCONTRACT WORK

\$ 7,689,972.00

CRM PAYMENTS TO CUSTOM

CRM - PAYMENTS TO CUSTOM ON SUBCONTRACT #37579

BAL DUE CUSTOM ON TISSUE MACHINE SUBCONTRACT #37579

\$ (5,849,085.00)
\$ 1,720,887.00

BAL DUE CUSTOM ON OTHER BI-4 & HULK SUBCONTRACTS

SUBTOTAL DUE CUSTOM FROM CRM

\$ 475,562.00
\$ 2,196,449.00

LESS CRM - PYMT TO CUSTOM'S SUPPLIERS / VENDORS / SUBS

LESS CUSTOM LABOR OVERCHARGE

\$ (390,371.00)
\$ (29,530.00)

SUBTOTAL AWARD TO CUSTOM MECHANICAL

\$ 1,776,548.00

ATTORNEYS' FEES AND LEGAL EXPENSES

\$ 200,000.00

TOTAL AWARD TO CUSTOM MECHANICAL

\$ 1,976,548.00

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

Daniel R. Friedmann, Tony Hall, Timothy R.
Hall, Jr., Ralph D. Black, Thomas
Brittingham, Arthur C. Carlson, Chris
Cullipher, David W. Cullipher, Charles R.
Ellzey, Clayton W. Google, Jr., Martin
Granger, Williams R. Giffin, Jr., Jack E.
Hegler, George G. Lever, Matt Lever, Ernest
H. Lewis, III, William R. McFerrin, Daniel
Nichols, Kinda Phommachanh, Raleigh B.
Roye, Nicholas Stewart, Timothy P. Stock,
James Walternath, Al Tiska, Al Carpenter,
and Bruce Pollock, Jr,

Plaintiffs,

vs.

Custom Industrial Services, LLC, Custom
Mechanical CSRA, LLC, Custom Mechanical
CSRA, Inc., Custom Machine and Welding,
Inc., Danny Key, George Bryron "Bo"
Herrington, David Herrington, Dean Durand,
and Geneva Herrington Wright,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT

Civil Action No.: 08-CP-02-0413

**DEFENDANT CUSTOM INDUSTRIAL
SERVICES, LLC, CUSTOM
MECHANICAL CSRA, LLC, AND
CUSTOM MECHANICAL CSRA, INC.,
CONFESSION OF JUDGMENT**

**COPY
ORIGINAL FILED
FEB 14 2011 9:30
AIKEN COUNTY
CLERK OF COURT**

Defendants Custom Industrial Services, LLC, Custom Mechanical CSRA, LLC, Custom Mechanical CSRA, Inc (the "Custom Defendants") hereby confess judgment to the Plaintiffs in the aggregate amount of Two-Hundred Seventy Five Thousand and 0/100 (\$275,000.00) Dollars and consent to the entry of a judgment on the judgment rolls by the Clerk of Court or other proper records custodian of any and each county in the State of South Carolina, and the bringing of any action against the Custom Defendants any where that may be necessary for the enforcement of the judgment. This judgment arises from a dispute relating to certain vacation funds to have been paid to the Plaintiffs. The pro-rata share for each Plaintiff is to be determined by parties other than the Custom Defendants. The Custom Defendants are responsible for an



aggregate sum of \$275,000.00, and no Plaintiff can seek redress against any of the Custom Defendants if they do not receive their share of the judgment because other Plaintiffs have taken their share.

William F. Hammond
Witness

Lisa M. Hammond
Witness

Danny L. Key
Custom Industrial Services, LLC

By: Danny L. Key
Its: Managing Member

William F. Hammond
Witness

Lisa M. Hammond
Witness

Danny L. Key
Custom Mechanical CSRA, LLC

By: Danny L. Key
Its: Managing Member

William F. Hammond
Witness

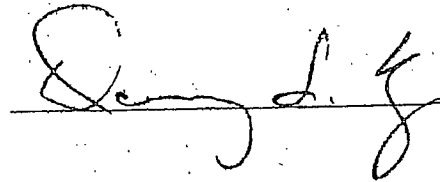
Lisa M. Hammond
Witness

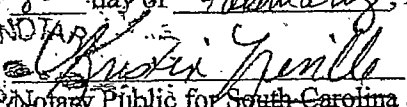
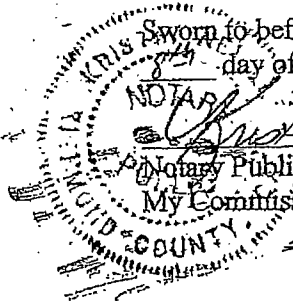
Danny L. Key
Custom Mechanical CSRA, Inc.

By: Danny L. Key
Its: Managing Member

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) **PROBATE**

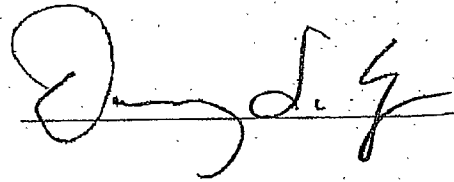
Personally appeared before me the undersigned and made oath that s/he saw the above-named designee of Custom Mechanical CSRA, LLC sign, seal and as his/her act and deed, deliver the within Confession of Judgment and that s/he with the other witness witnessed the execution thereof.

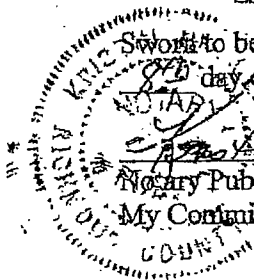
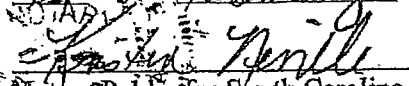


Sworn to before me this
8th day of February, 2011.
NOTAR

Notary Public for South Carolina Georgia
My Commission Expires: 8-26-11


STATE OF SOUTH CAROLINA)
) **PROBATE**
COUNTY OF AIKEN)

Personally appeared before me the undersigned and made oath that s/he saw the above-named designee of Custom Mechanical CSRA, Inc. sign, seal and as his/her act and deed, deliver the within Confession of Judgment and that s/he with the other witness witnessed the execution thereof.



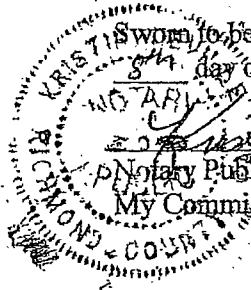
 Sworn to before me this
8th day of February, 2011.

Notary Public for South Carolina - Georgia
My Commission Expires: 8-26-11

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) **PROBATE**

Personally appeared before me the undersigned and made oath that s/he saw the above-named designee of Custom Industrial Services, LLC sign, seal and as his/her act and deed, deliver the within Confession of Judgment and that s/he with the other witness witnessed the execution thereof.

David L. G.

Sworn to before me this
8th day of February, 2011.
Kristi Penick
Notary Public for South Carolina Georgia
My Commission Expires: 8-26-11



STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

Daniel R. Friedmann, Tony Hall,
Timothy R. Hall, Jr., Ralph D. Black,
Thomas Brittingham, Arthur C.
Carlson, Leonard Wade Clift,
Chris Cullipher, David W. Cullipher,
Joseph A. Doyle, Jr., Charles R. Ellzey,
Brian Field, Clayton W. Googe, Jr.,
Martin Granger, William R. Giffin,
Jr., Jack E. Hegler, George G.
Lever, Matt Lever, Ernest H. Lewis
III, William R. McFerrin, Daniel
Nichols, Kinda Phommachanh,
Raleigh B. Royce, Nicholas Stewart,
Timothy F. Stock, James M.
Waltemath, Al Tiska, and Al Carpenter,
and Bruce Pollock, Jr.,

Plaintiffs,

vs.

Custom Industrial Services, LLC,
Custom Mechanical CSRA, LLC,
Custom Mechanical CSRA, Inc.,
Custom Machine and Welding, Inc.,
Danny Key, Dean Durand, and
David Barksdale,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE SECOND JUDICIAL CIRCUIT

Civil Action No.: 2008-CP-02-413

WARRANT OF ATTACHMENT

(Money)

FILED

2-7-2011

Liz Godard
C.C.C.P. & G.S.

Anita Knoepfle
Deputy Clerk

TO ALL AND SINGULAR SHERIFFS AND CONSTABLES OF SAID STATE AND COUNTY:

YOU ARE HEREBY commanded to attach and seize so much of the proceeds of the One Million Nine Hundred Seventy-six Thousand Five Hundred Forty-eight and No/100 (\$1,976,548.00) Dollars arbitration award* (Case No. 31 110 Y 00156 07) against C.R. Meyer and Sons Company in favor of Custom Mechanical CSRA, LLC and/or Custom Mechanical CSRA, Inc. — both provided union-labor services through a wholly-owned subsidiary Custom Industrial Services, LLC — and for so much of the property of Defendants Custom Industrial Service, LLC; Custom Mechanical CSRA, LLC; and Custom Mechanical CSRA, Inc. as will secure the sum of \$275,000.00; to serve such summons as may be placed in your hands and to make return of this attachment with your actings and doings entered thereon, to this Court.

HEREOF FAIL NOT.

WITNESSED MY HAND AND SEAL THIS 2 day of February, 2011.

The Honorable Judge Doyel A. Early, III
Presiding Judge
Second Judicial Circuit

February 2, 2011
Aiken South Carolina

*Note: this is the gross award for identification purposes only. Plaintiffs acknowledge that Defendants' counsel was awarded attorney's fees of \$200,000.00 and Plaintiffs do not seek to attach those attorney's fees.

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

FEB 07 2011

Liz Godard
C.C.C.P. & G.S., Aiken County, S.C.

Anita Knoepfle
Deputy Clerk



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

JUDGMENT IN A CIVIL CASE
CASE NO: 2008CP0200413

Daniel R Friedman vs: CUSTOM INDUSTRIAL SERV

CHECK ONE:

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

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

IT IS ORDERED AND ADJUDGED: ☒ See attached order; ☐ Statement of Judgment by the Court:

Dated at Aiken, South Carolina, this 7th day of February, 2011.

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 7th day of February, 2011, and a copy mailed first class this 7th day of February, 2011, to attorneys of record or to parties (when appearing pro se) as follows:

Nekki Shutt Callison Tighe & Robinson, LLC P.O.
Box 1390 Columbia, SC 29202-1390

ATTORNEY(S) FOR THE PLAINTIFF(S)

Emily Ruth Gifford Po Drawer 7788 Columbia, SC
29202

ATTORNEY(S) FOR THE DEFENDANT(S)

Liz Godard by Clerk of Court

Liz Godard - Clerk of Court



State of South Carolina
The Circuit Court of the Second Judicial Circuit

Doyet A. Early, III
Judge

Post Office Box 80
Bamberg, SC 29003
Phone: (803) 245-4004
Fax: (803) 245-2983
dearlyj@sccourts.org

February 3, 2011

The Honorable Liz Godard
PO Box 583
109 Park Avenue
Aiken, SC 29802

RE: *Friedmann v. Custom Industrial Services, LLC*

Ms. Godard,

This letter is to inform you that Judge Early has decided to grant a Warrant of Attachment. Please file the enclosed Order with the Clerk of Court's office and make copies available to all parties. Let me know if you have any further questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sandra Vriesinga".

Sandra Vriesinga, law clerk to
Judge D.A. Early III

Cc: Nekki Shutt
Frank Mack

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

C. R. Meyer and Sons Company,

Plaintiff/Petitioner,

vs.

Custom Mechanical CSRA, LLC,

Defendant/Respondent.

CASE NO. 2010-CP-40-8621

**AFFIDAVIT OF
LISA MARIE GLEVENYAK**

Custom Mechanical SCRA, LLC

Third-Party Plaintiff, Respondent,

vs.

Plumbers & Steam Fitters Local #150
Health and Welfare Fund, et al.,

Third-Party Defendants.

PERSONALLY appeared before me, LISA MARIE GLEVENYAK, who first
being duly sworn, deposes and says as follows:

1. Beginning in 2006 I was employed by Custom Mechanical CSRA, LLC ("Custom Mechanical") as the manager of accounting. Beginning in November 2007 I became an independent contractor for Custom Mechanical, but I continued to do the same work in that capacity until September 2008. During this period of time I also performed the same accounting functions and services for Custom Industrial Services, LLC ("Custom Industrial"), which employed only union employees. Non-union employees worked for Custom Mechanical. For

the accounting services I performed for Custom Industrial, I was required to, and did, allocate the costs of such services to Custom Industrial, not to Custom Mechanical.

2. Within this time period, I was involved with the Kimberly-Clark Beech Island facility's B-14 Expansion/Tissue Machine Project ("the project"). C. R. Meyer & Sons Company ("C. R. Meyer") was the general contractor for the project, and Custom Mechanical was a subcontractor.

3. In the course of my regularly conducted business activities for Custom Industrial and as part of my regular business practice, I was involved with others in the office in generating and submitting to appropriate parties reports regarding the hours worked and/or wages (including vacation funds) owed to the union employees. Some of these reports were submitted to the unions on a monthly basis. The Custom Industrial payroll system was used to generate said reports. This involved the use of:

(i) reports, records or data compilations concerning the number of hours worked on the project by union employees, which were prepared and submitted to the Custom Industrial office by employees working at the project who had knowledge of the number of hours worked by the union employees; said reports, records or data compilations were made and kept in the course of a regularly conducted business activity, at or near the time the union employees worked on the project, and it was the regular practice of Custom Industrial to make the reports, records or data compilations; and

(ii) reports, records or data compilations, including the documents attached to this affidavit as Attachments A, B, C, D, E, F and G, showing the wages (including vacation funds) payable to the union employees, which were made and kept (and submitted to the union and to other appropriate parties set forth more specifically below) by office employees who had

knowledge of the wages payable to the union employees; said reports, records or data compilations were made and kept in the course of a regularly conducted business activity, at or near the time the union employees worked on the project, and it was the regular practice of Custom Industrial to make the reports, records or data compilations. More specifically, the following documents are attached:

(a) Attachment A to this Affidavit is the Employer Quarterly Contribution and Wage Reports for the second quarter of 2007, which ended June 30, 2007. This document is a State of South Carolina Employment Security Commission filing. It reflects that the net taxable wages paid by Custom Industrial for the quarter were \$563,619.06. The account from which the wages were paid was under Custom Industrial's name.

(b) Attachment B to this Affidavit is the Custom Industrial Quarterly Contribution and Wage Reports for the third quarter of 2007, which ended September 30, 2007. It reflects that the net taxable wages paid by Custom Industrial were \$29,595.80 and that the account from which the wages were paid was under Custom Industrial's name.

(c) Attachment C to this Affidavit is the Monthly Payroll Reporting Form. The form was submitted to the Plumbers and Steamfitters Local No. 150 for the month of March 2007. This form noted the vacation fund contributions for each of the Custom Industrial employees.

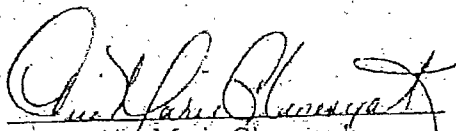
(d) Attachment D to this Affidavit is the Monthly Payroll Reporting Form. The form was submitted to the Plumbers and Steamfitters Local No. 150 for the month of April 2007. This form noted the vacation fund contributions for each of the Custom Industrial employees.

(e) Attachment E to this Affidavit is the Monthly Payroll Reporting Form. The form was submitted to the Plumbers and Steamfitters Local No. 150 for the month of May 2007. This form noted the vacation fund contributions for each of the Custom Industrial employees.

(f) Attachment F to this Affidavit is the Monthly Payroll Reporting Form. This form was submitted to the Plumbers and Steamfitters Local No. 150 for the month of June 2007. This form noted the vacation fund contributions for each of the Custom Industrial employees.

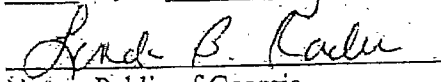
(g) Attachment G to this Affidavit is the Monthly Payroll Reporting Form. The form was submitted to the Plumbers and Steamfitters Local No. 150 for the month of July 2007. This form noted the vacation fund contributions for each of the Custom Industrial employees.

Further the deponent sayeth not.


Lisa Marie Glevenyak

SWORN to before me this

02nd day of January, 2013.


Notary Public of Georgia

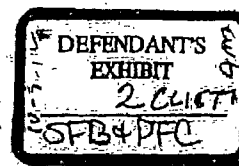
My Commission Expires: July 21, 2013.



ATTACHMENT C

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME CUSTOM INDUSTRIAL
ADDRESS 120 REVCO RD
CITY, STATE N. AUGUSTA, SC 29841
AMENDED REPORT
MARK HERE IF FINAL REPORT ☐
MARK HERE FOR MORE FORMS ☐
EMPLOYER'S FEDERAL I.D. NO. _____



This Transmittal Covers All Payroll Weeks Ending During Month Shown		March 2007						
COLUMN 1	COLUMN 2	HEALTH AND WELFARE HOURS					TOTAL	VACATION
SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE (Last name, first name)	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	HOURS	CONTRIBUTION
	LEVER, G						0.0	\$598.21
	CLATT, LARRY						0.0	\$361.94
	MOSLEY, LEROY						0.0	\$0.00
	HALL, TONY R.						0.0	\$460.85
	MEARS, CHARLES						0.0	\$0.00
	LEVER, JOHN W.						0.0	\$388.82
	MCDADE, JAMES						0.0	\$0.00
	WILSON, GHIQUITA						0.0	\$0.00
	STOCK, TIMOTHY						0.0	\$246.90
	STEWART, NICHOL						0.0	\$464.01
	HALL, TIMOTHY, JR.						0.0	\$465.75
	BLACK, WILLIAM K.						0.0	\$0.00
	GRANGER, MARTIN						0.0	\$421.63
	HUFFMAN, JAMES						0.0	\$0.00
	McFERRIN, WILLIAM						0.0	\$254.69
	PATTERSON, MICHAEL						0.0	\$0.00
	SACK, III, MALCOM						0.0	\$0.00
	PHOMMACHANH, KINDA						0.0	\$364.86
	HEGLER, JACK						0.0	\$151.03
	BULLARD, DENNIS						0.0	\$141.86
	FIELD, BRIAN						0.0	\$1106.89
	STEWART, CHARLES						0.0	\$449.17
	MORROW, THOMAS JR.						0.0	\$1,107.32
	MOBLEY, HOWARD E.						0.0	\$0.00
	CULLIPHER, DAVID W.						0.0	\$514.00
	GAY, JOE G						0.0	\$0.00
	BEGGS, HENRY A.						0.0	\$0.00
	KIRKLAND, JAMES B.						0.0	\$0.00
	LEVER, MATTHEW S.						0.0	\$715.70
	JACKSON, TIMMY J						0.0	\$0.00
	BROWN, DANIEL M						0.0	\$0.00
	LEWIS, EARNEST H. III						0.0	\$4278.10
	CLATT, JAMES E						0.0	\$0.00
	RACHELS, STANLEY L						0.0	\$0.00
	PRICE, IGNATIUS P III						0.0	\$0.00
	ODOM, GARY L						0.0	\$0.00
	NICHOLSON, H						0.0	\$0.00
	DOX, M						0.0	\$628.16
	FERGUSON, REGINALD V						0.0	\$0.00
	CARPENTER, ALLIE						0.0	\$0.00
	HOGAN, MICHAEL K						0.0	\$446.69

PLUMBERS AND STEAMFITTERS LOCAL NO. 150 **FRINGE BENEFIT FUNDS**

PLEASE TYPE OR PRINT

NAME CUSTOM INDUSTRIAL

ADDRESS 120 REVCO RD

CITY, STATE N. AUGUSTA, SC 29841

AMENDED REPORT

MARK HERE IF FINAL REPORT ☐

MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL ID. NO. _____

This Transmittal Covers ALL Payroll Weeks Ending During Month Stated

March 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CONTRIBUTOR
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	MULLIPER, CHRIS						0.0	\$155.00
	GIFFIN JR, WILLIAM R						0.0	\$146.02
	LITCHINGTON, THOMAS						0.0	\$0.00
	ROBERTSON, CHARLES						0.0	\$0.00
	FRAZIER, MARK						0.0	\$0.00
	PRIDGEN, ERNIE						0.0	\$78.76
	VAUGHAN, FRANK						0.0	\$209.78
	BRADY, GEORGE						0.0	\$0.00
	JACKSON, BENNY						0.0	\$0.00
	POND, RONNIE L						0.0	\$0.00
	WILLIAMSON, JUSTIN H						0.0	\$0.00
	DONNELL, III RICHARD E						0.0	\$0.00
	WATKINS, JERRY						0.0	\$0.00
	NICHOLS, DANIEL						0.0	\$337.88
	BURKHALTER, JOE L						0.0	\$0.00
	MIDDLETON, JACQUELINE						0.0	\$0.00
	PACE, GARY						0.0	\$0.00
	HONG, GENE H.						0.0	\$0.00
	REEDER, JOHN W.						0.0	\$0.00
	DUNCAN, JR. DANIEL L						0.0	\$0.00
	GOSNEY, JOHN E						0.0	\$107.10
	DAVIS, JABOS D						0.0	\$0.00
	CLARK, ROBERT STEVE						0.0	\$0.00
	HARRELL, JB						0.0	\$0.00
	BRADBERRY, VERNON R						0.0	\$0.00
	DUNBAR, CHARLES F						0.0	\$0.00
	ARMSTRONG, BILL						0.0	\$0.00
	PEACOCK, CHARLES P						0.0	\$0.00
	HOGAN, JR WILLIAM R						0.0	\$0.00
	ROUNDTREE, RONALD WADE						0.0	\$0.00
	VALLEY, CHRIS						0.0	\$0.00
	RINKER, JAMES A						0.0	\$0.00
	BLACK, RALPH DENNIS						0.0	\$910.88
	SARGENT, JR RICHARD M						0.0	\$0.00
	RAY, DAVID						0.0	\$0.00
	MUNS, JAMES E						0.0	\$0.00
	CARPENTER, STEVEN C						0.0	\$319.00
	WILLIAMS, STEVEN BRETT						0.0	\$193.62
	MCBRAYER, CHARLES LEE						0.0	\$424.57
	LANIER, DENNIS M						0.0	\$0.00
	ROYE, RALEIGH						0.0	\$344.85

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME CUSTOM INDUSTRIAL
ADDRESS 120 REVC0 RD
CITY, STATE N. AUGUSTA, SC 29841
AMENDED REPORT
MARK HERE IF FINAL REPORT ☐
MARK HERE FOR MORE FORMS ☐
EMPLOYER'S FEDERAL I.D. NO.

This Transaction Covers ALL Payroll Weeks Ending During Month Shown

March 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CASHOUT
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	PEOPLES, JAMES L						0.0	\$50.00
	EUBANKS, MICHAEL						0.0	\$50.00
	GATTMAN, BELINDA						0.0	\$30.00
	GARNER, CLIFF						0.0	\$0.00
	HARDY, RONALD B						0.0	\$50.00
	WALTEMATH, JAMES						0.0	\$135.31
	MALCOLM, KELLEY						0.0	\$240.00
	CARLSON, ARTHUR C						0.0	\$231.00
	JAMES, CLARENCE E.						0.0	\$50.00
	BRITTINGHAM, THOMAS L						0.0	\$72.58
	ERIEDMAN, DANIEL						0.0	\$12.74
	WHITE, ALVIN						0.0	\$0.00
	STROTH, TERRY						0.0	\$0.00
	TYRPIN, ROBERT LEE						0.0	\$271.68
	ALEXANDER, JAMES						0.0	\$0.00
	TOOLE, JR PAUL L						0.0	\$0.00
	HRUC, THOMAS J						0.0	\$0.00
	LAMBERTH, JOHNNY D						0.0	\$87.62
	BARRETT, RALPH						0.0	\$0.00
	COOPER, STEPHEN						0.0	\$0.00
	SLAGLE, JOHNATHON						0.0	\$0.00
	VINTSON, LARRY						0.0	\$820.47
	RYAN, JAMES J						0.0	\$0.00
	GOODE, CLAY						0.0	\$268.72
	SHIREY JR						0.0	\$0.00
	WILSON, DAVID						0.0	\$169.42
	SALMON						0.0	\$0.00
	SWETMAN, DAVID RAYMOND						0.0	\$0.00
	JOHNSON, RICHARD M						0.0	\$0.00
	MORRIS, GEORGE K						0.0	\$0.00
	DAVIS, ALVIN LANE						0.0	\$173.31
	MALLICOTE, KENNETH						0.0	\$143.85
	BAXLEY, LLOYD WAYNE						0.0	\$0.00
	ANDERSON, MICHAEL TODD						0.0	\$0.00
	TYPRIN, WILLIAM						0.0	\$0.00
	DOYLE, JR. JOSEPH ANTHONY						0.0	\$1,068.95
	WILLIAMS, JACKSON M						0.0	\$868.13
	BLACKSTON, W. DAVIS						0.0	\$0.00
	YELTON, J.S.						0.0	\$170.26
	AVERY, CHE						0.0	\$0.00
	SHAVER, DONALD						0.0	\$0.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME CUSTOM INDUSTRIAL
ADDRESS 120 REVCO RD
CITY, STATE N. AUGUSTA, SC 29841
AMENDED REPORT
MARK HERE IF FINAL REPORT ☐
MARK HERE FOR MORE FORMS ☐
EMPLOYER'S FEDERAL I.D. NO. _____

Title Transmittal Covers ALL Payroll Weeks Ending During Month Shows

March 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CONTRIBUTION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	PULMER, JOSEPH LEE						0.0	\$0.00
	ACGUFFIN, ROBERT A						0.0	\$0.00
	GRIFFIN, JR JAMES F						0.0	\$0.00
	WATTS, RONNIE						0.0	\$1,022.45
	BUGG, BRONSON S						0.0	\$0.00
	DANIELS, WILLIAM M						0.0	\$0.00
	TYSON, TONY B						0.0	\$0.00
	NOONAN, JOHN PAUL						0.0	\$149.76
	BRINSON, BRIAN						0.0	\$0.00
	ELLZEY, CHARLES R						0.0	\$801.49
	BARDIER, DANIEL R						0.0	\$0.00
	HARDIGREE, ROBERT						0.0	\$0.00
	ITSKA, AL						0.0	\$0.00
	KING, MICHAEL						0.0	\$0.00
	BECK, CEDDRICK D						0.0	\$0.00
	ONSALVES, STEVEN W						0.0	\$0.00
	STEWART, RANDY L						0.0	\$0.00
	WOMBLES, RAY						0.0	\$207.84
	ASTRO, HUGO						0.0	\$0.00
	CASTEAL, BILLIE M						0.0	\$0.00
	POLLOCK, JR BRUCE						0.0	\$1,061.15
	BUGG, CHARLES						0.0	\$0.00
	BRIGGS, DONALD						0.0	\$0.00
	MCLEOD, LAWRENCE CRAIG						0.0	\$193.23
	HUSKEY, TERRY L						0.0	\$0.00
	LACEY, ANDRE F						0.0	\$179.82
	HELMS, III, WILLIE T						0.0	\$0.00
	LAMB, JONATHON KEITH						0.0	\$236.70
	DIXON, TIMOTHY L						0.0	\$0.00
	COHEN, LEE ROY						0.0	\$0.00
	SLADE, JR, CHARLES ALLEN						0.0	\$0.00
	MOCK, JOEY						0.0	\$0.00
	LARKIN, MICHAEL STEPHEN						0.0	\$0.00
	HONG, JR., GEN TONG WOO						0.0	\$0.00
	COKER, RENEE LEE						0.0	\$0.00
	GUY, STEPHEN A.						0.0	\$0.00
	MCNEELY, WILLIAM M						0.0	\$08.25
	EVANS, CRYSTAL F						0.0	\$0.00
	WASHINGTON, AFRICONA						0.0	\$0.00
	SEXTON, MIKE D						0.0	\$0.00
	LAWSON, DANNY						0.0	\$0.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

AMENDED REPORT

PLEASE TYPE OR PRINT

NAME CUSTOM INDUSTRIAL MARK HERE IF FINAL REPORT ☐

ADDRESS 120 REVCO RD MARK HERE FOR MORE FORMS ☐

CITY, STATE N. AUGUSTA, SC 29841 EMPLOYER'S FEDERAL ID, NO. _____

This Transcript Covers All Payroll Weeks Ending During Month Shown

March 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CONTRIBUTION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	LARGEN, JAY N						0.0	\$0.00
	RUSSELL, JOHN W.						0.0	\$0.00
	STEWART, BRENDA J						0.0	\$0.00
	JAMES, JOSHUA						0.0	\$0.00
	FULMER, TERRY						0.0	\$0.00
	HERRINGTON, DAV						0.0	\$0.00
	GOFF, DANIEL E						0.0	\$0.00
	CLUETT, LEONARD WADE						0.0	\$165.10
	LARD, NICHOLAS THOMAS						0.0	\$0.00
	WHITEHEAD						0.0	\$178.13
	DELAIGLE, BETH ANNETTE						0.0	\$0.00
	SMITH, MICHAEL L						0.0	\$0.00
GRAND TOTAL ALL PAGES							0.0	25,772.1

Health & Welfare	2.31 per hr	\$	-	2nd year
Health & Welfare	\$4.51 per hr	\$	-	all
Pension Fund	\$4.62 per hr	\$	-	3rd year and above
Apprentice Fund	\$0.45 per hr	\$	-	all
Vacation Fund	gross wages	\$	26,772.05	all
Industrial Advancement Fund	\$0.20 per hr	\$	-	all
Annuity	\$0.25 per hr	\$	-	all
Total Amount Paid		\$	26,772.05	

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

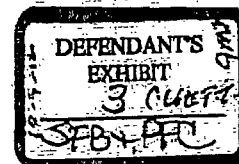
Mail Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

ATTACHMENT D

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS



PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 129 REVCO RD.
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐

MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL I.D. NO. _____

Indicate Unemployment Weeks Ending During Month Covered:

April 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CUMULATIVE
		WEEK 1 PUSHOVER	WEEK 2 PUSHOVER	WEEK 3 PUSHOVER	WEEK 4 PUSHOVER	WEEK 5 PUSHOVER		
	BEVER, G	47.5	52.5	58.0	73.3		231.3	\$628.91
	BLATT, LARRY	48.0	20.0	40.0	57.5		165.5	\$215.17
	MOSLEY, LEROY	66.5	25.0	52.0	54.0		197.5	\$0.00
	HALL, TONY R.	57.0	54.0	52.0	70.0		233.0	\$324.19
	NEARS, CHARLES	72.0	54.0	60.0	71.5		257.5	\$0.00
	BEVER, JOHN W.	58.5	52.0	60.0	27.5		198.0	\$328.16
	MCDONALD, JAMES	72.0	30.0	58.9	68.0		228.9	\$0.00
	STOCK, TIMOTHY	66.0	40.5	43.0	52.5		202.0	\$201.83
	STEWART, NICHOL	71.0	72.0	71.0	64.0		278.0	\$408.96
	HALL, TIMOTHY, JR.	82.0	52.0	66.0	75.5		275.5	\$386.03
	BRANGER, MARTIN	64.0	61.5	68.0	66.0		259.5	\$365.53
	HUFFMAN, JAMES	47.0	44.0	44.0	64.0		199.0	\$0.00
	MCFERRIN, WILLIAM	60.0	40.0	31.0	48.0		179.0	\$207.19
	PATTERSON, MICHAEL	69.0	58.0	47.5	60.0		234.5	\$0.00
	PHILLIPS, KINDA	55.5	45.0	68.0	56.0		224.5	\$283.00
	JAMES, JOSEPH	58.5	60.0	54.0	71.5		244.0	\$0.00
	REGIER, JACK	29.5	80.0	24.0	80.0		163.5	\$204.51
	BULLARD, DENNIS	42.0	64.0	42.0	72.0		220.0	\$917.63
	FIELD, BRIAN	76.0	0.0	67.0	74.0		217.0	\$859.23
	STEWART, CHARLES	72.0	42.0	36.0	33.5		183.5	\$235.64
	MORROW, THOMAS JR.	48.0	10.0	48.0	58.0		164.0	\$405.79
	MOBLEY, HOWARD E.	84.0	84.0	70.0	72.0		290.0	\$0.00
	CULLIPER, DAVID W.	71.5	50.0	70.0	42.0		233.5	\$296.02
	BEGGS, HENRY A.	55.5	58.0	56.0	88.0		257.5	\$0.00
	KIRKLAND, JAMES B.						0.0	\$0.00
	BEVER, MATTHEW S.	60.0	55.0	58.0	58.0		231.0	\$438.92
	JACKSON, TIMMY J.	54.0	60.0	34.0	40.0		188.0	\$0.00
	BROWN, DANIEL M.						0.0	\$0.00
	LEWIS, EARNEST H. III	40.0	50.0	42.0	30.0		162.0	\$184.64
	BLATT, JAMES E.	56.5	56.0	45.5	60.0		208.0	\$0.00
	WACHS, STANLEY L.	50.5	60.0	40.0	40.0		200.5	\$0.00
	PRICE, IGNATIUS P. II	67.0	60.5	58.0	62.0		237.5	\$0.00
	DOX, M.	65.5	48.0	58.0	61.0		232.5	\$470.19
	CARPENTER, ALLIE	60.5	63.5	70.0	68.0		262.0	\$781.12
	HOGAN, MICHAEL K.	74.0	62.5	72.0	72.0		280.5	\$365.80
	CULLIPER, CHRIS	73.0	40.0	40.0			153.0	\$208.75
	GIFFIN JR, WILLIAM R.	38.0	61.5	34.5	12.0		146.0	\$539.44
	PRIDGEN, ERNIE	54.5					54.5	\$0.00
	VAUGHAN, FRANK	66.0	49.5	47.0	48.0		210.5	\$170.82
	NICHOLS, DANIEL	53.0	50.0	32.0	56.5		191.5	\$158.67
	PAGE, GARY		60.0	60.0	62.5		182.5	\$0.00
	HONG, GENIE H.	69.0	62.0	22.0	58.0		211.0	\$0.00
	REEDER, JOHN W.	20.5	60.0	50.5	70.5		216.0	\$0.00
	HARRELL, JB	56.0	64.5	54.0	72.0		246.5	\$0.00
	DUNBAR, CHARLES F.	70.0	62.0	60.0	63.5		255.5	\$0.00
	HOGAN, JR WILLIAM R.	68.5	58.0		2.5		129.0	\$0.00
	ROUNDTREE, RONALD WAL	57.0	55.0		54.0		166.0	\$0.00
	VALLEY, CHRIS	75.0	67.0	90.7	70.0		302.7	\$0.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 120 REVCO RD
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL I.D. NO. _____

This Form must be Completed for ALL Payroll Weeks Ending During Month Shown

April 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	MONTHLY CONTRIBUTION
		WEEK 1 5/1-5/7	WEEK 2 5/8-5/14	WEEK 3 5/15-5/21	WEEK 4 5/22-5/28	WEEK 5 5/29-6/4		
	BER, JAMES A.	60.0	60.0	60.0	72.0		272.0	\$0.00
	BLACK, RALPH DENNIS	36.0	30.0	60.0	84.5		210.5	\$431.85
	CARPENTER, STEVEN C	28.5	35.5	12.0	43.0		119.0	\$06.88
	WILLIAMS, STEVEN BRETT	53.0	57.0	37.5	50.5		208.0	\$187.35
	MCGRAW, CHARLES LEE	72.0	48.0	82.0	52.0	67.5	321.5	\$296.20
	ROYE, RALEIGH	58.5	44.0	60.0	59.0		221.5	\$280.46
	JOHNSON, MICHAEL	72.0	66.5	71.0	73.0		282.5	\$0.00
	WALTEWATH, JAMES	65.0	51.5	88.0	81.0		305.5	\$005.83
	MALCOLM, KELLEY	00.0	10.0	58.0	42.0		110.0	\$0.00
	CARLSON, ARTHUR C	29.5	43.5	46.0	48.5		168.0	\$204.51
	BRITTINGHAM, THOMAS L	69.0	30.0	65.0	62.0		226.0	\$546.42
	FRIEDMAN, DANIEL	59.0	20.0	59.0	61.5		201.5	\$472.34
	WHITE, ALVIN	78.5	65.0	63.0	76.3		282.8	\$0.00
	TYRPIN, ROBERT LEE	63.5	59.0	54.0	64.0		240.5	\$215.12
	HRLIC, THOMAS J	54.0	58.0	72.0			184.0	\$0.00
	COOPER, STEPHEN	56.0	40.0	58.0	48.0		202.0	\$0.00
	VINTSON, LARRY	46.0	28.0				74.0	\$165.32
	GOODE, CLAY	72.0	42.0	54.0	72.0		240.0	\$198.22
	JOHNSON, RICHARD M	80.0	78.0	78.0	78.0		324.0	\$0.00
	MORRIS, GEORGE K	91.0	84.0	72.0	76.5		323.5	\$0.00
	DAVIS, ALVIN LANE	54.5	40.0	72.6	62.0		229.1	\$203.88
	BAXLEY, LLOYD WAYNE	82.0	58.0	45.5	80.5		266.0	\$0.00
	ANDERSON, MICHAEL TODD	30.0	52.0				82.0	\$0.00
	HALL, JOSEPH KELLY	58.0	50.5	64.5	67.5		240.5	\$0.00
	TYRPIN, WILLIAM	48.0	63.0	59.5	61.0		231.5	\$0.00
	DOYLE, JR, JOSEPH ANTHONY	54.5	61.0	63.0	71.0		249.5	\$709.78
	WILLIAMS, JACKSON M	48.0	25.8	42.0	55.0		170.8	\$283.94
	BLACKSTON, W. DAVIS	62.5		75.0	73.0		210.5	\$0.00
	YELTON, J.S.		18.5	35.0	52.5		106.0	\$187.33
	SHAVER, DONALD	89.5	40.0	50.0	51.5		231.0	\$0.00
	GRIFFIN, JR JAMES F	75.5	44.0	65.0	71.0		255.5	\$0.00
	WATTS, RONNIE	46.0	60.0	22.0	42.0		170.0	\$060.21
	DUCK, BRONSON S	45.0	60.0	48.0	68.0		221.0	\$0.00
	DANIELS, WILLIAM M	54.0		72.0	37.0		163.0	\$0.00
	OTYSON, TONY B	48.0	73.0	75.0	72.5		268.5	\$0.00
	NOONAN, JOHN PAUL	69.0					69.0	\$00.17
	BRINSON, BRIAN	87.5	60.0	88.0	68.0		263.5	\$0.00
	ELLZEY, CHARLES R	74.0	46.5	78.5	65.0		264.0	\$034.45
	ITSKA, AL	60.0	65.0	67.5	75.0		267.5	\$0.00
	KING, MICHAEL	72.0	54.5	50.0			176.5	\$0.00
	BECK, CEDDRICK D	60.0	70.0	62.0	60.0		252.0	\$0.00
	CONSALES, STEVEN W	47.0	55.0	57.5	80.5		240.0	\$0.00
	STEWART, RANDY L	72.0	57.0	70.5			199.5	\$0.00
	ASTRO, HUGO	66.0	60.0	68.0	88.0		282.0	\$0.00
	POLLOCK, JR BRUCE	60.0	63.5	71.5	74.5		270.0	\$1,076.44
	BUGG, CHARLES	67.0	58.0	42.0	50.5	40.0	258.5	\$0.00
	BRIGGS, DONALD	72.0	58.0	58.5	45.0	37.0	269.5	\$0.00
	MCLEOD, LAWRENCE CRAIG	24.0	46.5	39.5	46.5		156.5	\$140.09
	HUSKEY, TERRY L	74.0	58.5	72.0	72.0		276.5	\$0.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 120 REVCO RD
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL ID. NO. _____

This Transmittal Covers ALL Payroll Weeks Ending During Month Shown

April 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last, first, middle initial)	HEALTH AND WELFARE HOURS					TOTAL HOURS	FACILITY CONTRIBUTION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	LACEY, ANDRE F	72.0	61.5	48.5	70.0		252.0	\$331.98
	HELMS, III, WILLIE T	56.0	56.0	56.0	36.5		204.5	\$0.00
	LAMB, JONATHAN KEITH	74.0	58.5	55.0	34.0		221.5	\$281.47
	DIXON, TIMOTHY L	60.0	60.0	60.0	70.0		250.0	\$0.00
	COHEN, LEE ROY	67.5	71.5	62.0	71.0		272.0	\$0.00
	SLADE, JR, CHARLES ALLEN	73.0	73.0	73.5	67.0		286.5	\$0.00
	MOCK, JOEY	74.0	47.0	70.5	84.0		275.5	\$0.00
	HONG, JR, GEN TONG WOO	84.0	52.5	40.0	37.0		213.5	\$0.00
	COCKER, RENEE LEE	88.5	58.0	57.0	91.0		294.5	\$0.00
	GUY, STEPHEN A.	84.0	60.5	40.0	61.0	61.0	306.5	\$0.00
	EVANS, CRYSTAL F	84.0	52.0	45.0	61.5		242.5	\$0.00
	WASHINGTON, AFRICANA	64.0	66.0	56.0	88.0		274.0	\$0.00
	SEXTON, MIKE D	72.0	58.0	84.0	60.0		274.0	\$0.00
	LARGEN, JAY N	65.5	79.0	73.5	46.0		264.0	\$0.00
	BUSSELL, JOHN W.	72.0	72.0	48.0			192.0	\$0.00
	FULMER, TERRY	65.0	49.0	54.0	54.0		222.0	\$189.16
	BRINSON, CLAYTON	67.5	72.0	56.0	59.0		254.5	\$0.00
	HOLMAN, SANDRA	67.0	56.5	61.0	70.0		254.5	\$0.00
	SMITH, GREGORY	72.0	72.0	70.0	74.0		288.0	\$0.00
	HUGHES, DONALD	62.5	56.5	66.0	72.0		277.0	\$0.00
	MCKINNEY, ANTHONY	49.0	58.5	68.0	81.5		257.0	\$0.00
	BROCATO, MIKE	50.0	70.0	70.5	71.0	48.0	309.5	\$0.00
	WARE, STEVE M	77.0	48.0	67.0	52.5		244.5	\$0.00
	SENN, ROBERT	45.0	42.0	68.0	64.0		219.0	\$0.00
	POLLOCK, WILLIE BERNARD	50.0	72.0	68.0	72.0		262.0	\$746.74
	WITTENHAUER, WALTER	48.0	45.0	10.0	42.5	66.0	211.5	\$0.00
	STEWART, JOHN	37.0	38.0	35.5	48.0		158.5	\$0.00
	MANESS, HAROLD	46.0	70.0	70.0	60.0		246.0	\$0.00
	HODGES, HERBERT	12.0					12.0	\$12.88
	ATKINSON, TERRY	13.0	60.0				73.0	\$96.08
	REYNOLDS, JAMES, JR		19.5	64.0			83.5	\$0.00
	GENTRY, MIKE	40.0	38.0	78.0			156.0	\$179.28
	USRY, KIM WILSON		70.0	60.0			130.0	\$0.00
	WILLIAMS, EDWARD	53.5	65.5	66.0			185.0	\$0.00
	MCDADE, CHRISTOPHER	36.0					36.0	\$0.00
	AMANS, CRAIG	38.0	73.5	67.5			179.0	\$079.53
	CLEERE, GARY		66.0	67.5			133.5	\$0.00
	PRINCE, ROBERT		73.0	57.5			130.5	\$117.24
	MOON, KATHI			62.0			62.0	\$0.00
	SCHOOK, DENNIS		72.0	72.0			144.0	\$0.00
	DANIELS, ADAM		48.0	54.0			102.0	\$85.80
	HUFFMAN, STEVE		60.0	37.0			97.0	\$0.00
	CLADEY, STEVEN		47.0	67.0			114.0	\$0.00
	SUDDERTH, DARYL	49.0	66.0	40.5			155.5	\$0.00
	THOMPSON, BERNARD		67.0	63.0			130.0	\$0.00
	BURTON, DONALD		59.5	67.5			127.0	\$0.00
	GENTRY, WILLIAM		59.0	67.0			126.0	\$0.00
	WYNN, SIMON L		74.0	72.0			146.0	\$181.68
	THURMOND, KEITH			86.0			86.0	\$118.74

MONTHLY PAYROLL REPORTING FORM

PLUMBERS AND STEAMFITTERS LOCAL NO. 150 **FRINGE BENEFIT FUNDS**

PLEASE TYPE OR PRINT

NAME **CUSTOM INDUSTRIAL** MARK HERE IF FINAL REPORT ☐

ADDRESS **120 REVCO RD** MARK HERE FOR MORE FORMS ☐

CITY, STATE **N. AUGUSTA, SC 29841** EMPLOYER'S FEDERAL I.D. NO. _____

This Statement Covers ALL Payroll Weeks Ending During Month Shown

April 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	Total Amount Contributed
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	KINSAUL, JAMES				68.0		68.0	\$0.00
	POWERS, SAMUEL				84.0		84.0	\$0.00
	CORNWELL, JR EDWARD				45.0		45.0	\$98.76
	JONES, WOODROW				54.0		54.0	\$0.00
	MOORE, JOHN				66.0		66.0	\$0.00
	RODGERS, WESLEY				86.0		86.0	\$0.00
	CROSS, MELISSA			85.0			85.0	\$0.00
	CROSS, TOMMY			42.5			42.5	\$0.00
	HILL, RICHARD				57.0		57.0	\$0.00
	COBB, JAMES				6.0		6.0	\$0.00
	HERRINGTON, DAV	40.0	40.0	40.0	40.0		160.0	\$0.00
GRAND TOTAL ALL PAGES							20,504.5	20,498.1

Health & Welfare	\$4.01 per hr	\$ 122,322.02 ad
Pension Fund	\$5.12 per hr	\$ 156,182.89 3rd year and above
Apprentice Fund	\$0.45 per hr	\$ 13,727.01 ad
Vacation Fund	gross wages	\$ 20,498.32 ad
Industrial Advancement Fund	\$0.20 per hr	\$ 6,100.89 ad
Annuity	\$0.25 per hr	\$ 7,626.12 ad
Total Amount Paid		\$ 326,458.15

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mail Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME CUSTOM INDUSTRIAL MARK HERE IF FINAL REPORT ☐
ADDRESS 120 REVCO RD MARK HERE FOR MORE FORMS ☐
CITY, STATE N. AUGUSTA, SC 29841 EMPLOYER'S FEDERAL I.D. NO. _____

This Transmittal Covers ALL Payroll Weeks Ending On/By Month/Year: 4/30/2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last, first, last name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	LOCATION CONTRIBUTION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	TYPRIN, WILLIAM						0.0	1st year
	GOFF, DANIEL E	54.5	58.0	62.5			175.0	1st year
	CLLETT, LEONARD WADE	83.0	61.0	64.0	88.0		296.0	1st year
	ARD, NICHOLAS THOMAS	81.0	62.0	60.5	62.0		265.5	1st year
	WHITEHEAD	70.0	35.0	61.0	63.0		229.0	2nd year
	DELAIGLE, BETH ANNETTE	78.0	60.0	72.0	72.0		282.0	2nd year
	SMITH, MICHAEL L	58.0	50.5	67.0	46.0		221.5	2nd year
							1,338.0	0.0

Health & Welfare	\$4.01 per hr	\$ - 5,350.39 all	
Pension Fund	\$2.56 per hr	\$ 1,848.92 2nd year	50% OF \$12
Apprentice Fund	\$0.45 per hr	\$ 602.55 all	
Vacation Fund	gross wages	\$ - all	
Industrial Advancement Fund	\$0.20 per hr	\$ 287.80 all	
Annuity	\$0.25 per hr	\$ 334.75 all	
Total Amount Paid		\$ 2,855.02	

MAKE ONE (1) CHECK PAYABLE TO:
PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mail Copy with Check to:
Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

ATTACHMENT E

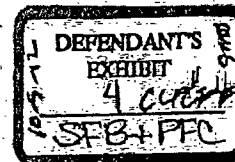
MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

NAME
 ADDRESS
 CITY, STATE

PLUMB TYPE OR PLUMB
 CUSTOM INDUSTRIAL
 120 REVO RD
 N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT
 MARK HERE FOR MORE FORMS

EMPLOYER'S FEDERAL I.D. NO.



File Transmittal Cover ALL Payroll Weeks Ending During Month Shown

May 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION COMPENSATION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	LEVER, G	68.5	51.0	56.0	89.0	48.0	290.5	\$828.65
	CLATT, LARRY	36.0	40.0	62.0	55.0	45.0	238.0	\$308.25
	MOSLEY, LEROY	56.0	62.0	51.0	60.0	60.0	289.0	\$0.00
	HALL, TONY R.	58.0	58.0	85.5	58.0	50.5	309.0	\$435.18
	MEARS, CHARLES	74.0	40.0	76.0	70.0	51.0	321.0	\$0.00
	EVER, JOHN W	77.5					77.5	\$185.91
	MODADE, JAMES	60.0	56.0	56.0	54.0	56.0	278.0	\$0.00
	STOCK, TIMOTHY	65.5	35.5	55.5	60.0	28.0	234.5	\$204.14
	STEWART, NICHOL	59.0	51.0	64.0	71.0	56.0	311.0	\$434.02
	HALL, TIMOTHY, JR	70.5	60.0	68.0	70.0	60.5	319.0	\$444.05
	GRANGER, MARTIN	66.0	64.0	63.0	70.0	62.0	325.0	\$418.05
	HUFFMAN, JAMES	50.0	44.0	46.0	58.0	60.5	258.5	\$0.00
	MCFERRIN, WILLIAM	54.0	54.0	46.0	50.0	45.5	249.5	\$294.41
	PATTERSON, MICHAEL	40.0	36.5	49.0	36.0	57.0	218.5	\$0.00
	PHOMMACHANH, KINDA	53.0	60.0	60.0	66.0	55.0	294.0	\$367.15
	JAMES, JOSHUA	44.0	14.5	56.5	88.0	49.5	233.5	\$0.00
	HEGLER, JACK	28.5	60.0	48.0	60.0	46.0	242.5	\$285.78
	BULLARD, DENNIS	70.0	22.0	73.0	72.0	80.0	287.0	\$1,250.54
	FIELD, BRIAN	76.0	78.0	82.0	78.0	75.5	399.5	\$1,164.50
	STEWART, CHARLES	60.0	60.0	68.0	50.5		238.5	\$304.07
	MORROW, THOMAS JR.						0.0	\$0.00
	MOBLEY, HOWARD E.	72.0	72.0	72.0	72.0	54.0	344.0	\$0.00
	CULPHER, DAVID W.	47.5	58.0	66.0	44.5	41.0	257.0	\$319.88
	BEGGS, HENRY A.	68.0	38.5	68.0	53.5		228.0	\$0.00
	KIRKLAND, JAMES B.						0.0	\$0.00
	LEVER, MATTHEW S.	85.5	58.0	57.0	50.0	58.0	298.5	\$821.38
	JACKSON, TIMMY J	38.5	30.0	40.0	60.0	48.0	216.5	\$0.00
	BROWN, DANIEL M						0.0	\$0.00
	LEWIS, EARNEST H. III	50.0	50.0	40.0	50.0	38.0	228.0	\$200.83
	CLATT, JAMES E.						0.0	\$0.00
	RACHELS, STANLEY L	40.0	40.0	51.5	60.0	54.0	245.5	\$0.00
	PRICE, IGNATIUS P III	58.0	57.0	58.0	58.0	54.0	285.0	\$0.00
	BOX, M	53.0	64.5	49.0	68.0	23.0	257.5	\$306.70
	CARPENTER, ALLIE	68.5	71.5	49.0	60.5	56.0	305.5	\$661.54
	HOGAN, MICHAEL K	72.0	72.0	73.0	72.0	48.0	337.0	\$435.31
	CULLIPER, CHRIS						0.0	\$0.00
	GIFIN JR, WILLIAM R	35.0	55.0	34.0	60.5	52.0	236.5	\$808.00
	PRIDGEN, ERNIE						0.0	\$0.00
	VAUGHAN, FRANK	60.0	20.0	60.0	67.0	55.0	262.0	\$325.25
	NICHOLS, DANIEL						0.0	\$0.00
	PAGE, GARY	68.0	60.0	66.0	46.0	54.0	294.0	\$0.00
	HONG, GENE H.	66.0	49.0	73.0	66.5	36.5	291.0	\$285.16
	REEDER, JOHN W.	70.0	45.0	58.0	68.0	52.5	293.5	\$0.00
	HARRELL, JB	73.0	67.0	60.0	52.0	58.0	300.0	\$0.00
	DUNBAR, CHARLES F	67.0	67.0	72.0	70.0	58.0	326.0	\$0.00
	HOGAN, JR WILLIAM R						0.0	\$0.00
	ROUNDTREE, RONALD WAC	57.0	86.0	58.0	54.0	62.0	267.0	\$0.00
	VALLEY, CHRIS	80.0	88.5	78.0	55.0	53.0	354.5	\$0.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 120 REVCO RD
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐

MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL ID. NO. _____

The Transmittal Covers ALL Payroll Weeks Ending During Month Shown

May 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS						TOTAL HOURS	WEEKEND COMPENSATION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6		
[REDACTED]	RINKER, JAMES A	72.0	72.0	70.0			89.0	344.0	\$0.00
[REDACTED]	BLACK, RALPH DENNIS	72.0	74.0	72.0			62.0	352.0	\$1,010.95
[REDACTED]	CARPENTER, STEVEN C							0.0	\$0.00
[REDACTED]	WILLIAMS, STEVEN BRETT	85.5	32.0	63.0	71.0		81.5	273.0	\$222.18
[REDACTED]	MCBRAYER, CHARLES LEE							0.0	\$0.00
[REDACTED]	ROYE, RALEIGH	62.0	70.0	50.0	48.0		56.0	284.0	\$370.33
[REDACTED]	JOHNSON, MICHAEL	74.0	78.8	67.5	70.0		60.5	357.5	\$0.00
[REDACTED]	WALTEWATIL, JAMES	61.0	42.0	53.5				14.5	\$677.90
[REDACTED]	MALCOLM, KELLEY	60.0	56.0	84.0	40.0			240.0	\$0.00
[REDACTED]	CARLSON, ARTHUR O	56.0	58.0	60.0	74.0		15.5	264.0	\$303.00
[REDACTED]	BRITTINGHAM, THOMAS L	36.0	67.0	48.0	64.5		21.5	225.0	\$581.24
[REDACTED]	FRIEDMAN, DANIEL	62.0	59.0	63.0	53.5		8.0	206.5	\$308.31
[REDACTED]	WHITE, ALVIN	75.0	75.0	75.0	70.0		53.3	348.5	\$0.00
[REDACTED]	TYRPIN, ROBERT LEE	68.0	42.0	55.0	48.5		57.0	270.5	\$233.33
[REDACTED]	HRIC, THOMAS J	45.0	60.0	44.0				149.0	\$0.00
[REDACTED]	COOPER, STEPHEN	49.0	68.0	68.0	38.0		57.5	270.5	\$0.00
[REDACTED]	VINTSON, LARRY							0.0	\$0.00
[REDACTED]	GOODE, CLAY	60.0	42.5	62.0	67.0		48.0	270.5	\$226.09
[REDACTED]	JOHNSON, RICHARD M	98.0	78.0	39.0	67.0		85.5	347.5	\$0.00
[REDACTED]	MORRIS, GEORGE K	95.0	75.0	95.0	73.0		62.5	403.5	\$422.16
[REDACTED]	DAVIS, ALVIN LANE	58.0	65.0	89.0	68.0		51.5	331.5	\$417.05
[REDACTED]	BAKLEY, LLOYD WAYNE	45.0	59.0	64.0	68.0		80.0	276.0	\$6.05
[REDACTED]	ANDERSON, MICHAEL TODD							0.0	\$0.00
[REDACTED]	HALL, JOSEPH KELLY	59.0	53.5	64.5	60.0		85.0	282.0	\$0.00
[REDACTED]	DOYLE, JR, JOSEPH ANTHO	93.0	48.0	78.0	73.5		50.0	341.5	\$987.36
[REDACTED]	WILLIAMS, JACKSON M							0.0	\$0.00
[REDACTED]	BLACKSTON, W. DAVIS	75.0	75.5	78.5	78.0		85.0	370.0	\$0.00
[REDACTED]	YELTON, J.S.	40.5						40.5	\$39.10
[REDACTED]	SHAVER, DONALD							0.0	\$0.00
[REDACTED]	GRIFFIN, JR JAMES F	78.0	78.0	52.0	59.0		65.0	312.0	\$0.00
[REDACTED]	WATTS, RONNIE	40.0	35.5					81.5	\$284.88
[REDACTED]	BUCK, BROWSON S	60.0	60.0	68.0	68.0		56.0	312.0	\$0.00
[REDACTED]	DANIELS, WILLIAM M	72.0	72.0	72.0	95.5			311.5	\$0.00
[REDACTED]	OTYSON, TONY B	60.5	54.0	72.5	72.5		73.0	358.5	\$6.00
[REDACTED]	HOOGAN, JOHN PAUL	28.5	21.0	36.0				82.5	\$62.77
[REDACTED]	BRINSON, BRIAN	65.5	65.0	58.0	88.0		60.5	318.5	\$0.00
[REDACTED]	ELLZEY, CHARLES R	70.0	71.5	48.0	25.0		46.0	200.5	\$684.01
[REDACTED]	TISKA, AL	72.0	70.0	60.0	72.0		58.0	312.0	\$238.52
[REDACTED]	KING, MICHAEL							0.0	\$0.00
[REDACTED]	BECK, CEDRICK D	68.0	50.0	66.0	72.0		88.0	302.0	\$0.00
[REDACTED]	GONSALVES, STEVEN W	57.5	51.0	51.0	85.0		51.0	275.5	\$0.00
[REDACTED]	STEWART, RANDY L	48.0	52.0	56.5	68.0		66.0	281.5	\$0.00
[REDACTED]	CASTRO, HUGO	72.0	69.0	60.0	70.0		61.5	324.5	\$0.00
[REDACTED]	POLLOCK, JR BRUCE	76.0	68.0	60.0	70.0		60.0	324.0	\$1,262.45
[REDACTED]	BUGG, CHARLES							0.0	\$0.00
[REDACTED]	BRIGGS, DONALD							0.0	\$0.00
[REDACTED]	MCLEOD, LAWRENCE CRAIG							0.0	\$0.00
[REDACTED]	JIUSKEY, TERRY C	72.0	72.0	72.0	72.0		20.5	214.5	\$0.00
[REDACTED]	LACEY, ANDRE F	78.0	60.0	53.0	70.0		44.0	293.0	\$276.80

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

NAME: CUSTOM INDUSTRIAL
 ADDRESS: 120 REVCO RD
 CITY, STATE: N. AUGUSTA, SC. 29841
 PLEASE TYPE OR PRINT
 MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐
 EMPLOYER'S FEDERAL ID. NO. _____

This Transaction Covers ALL Payroll Weeks Ending During Month Shown

May 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VARIABLE CONTRIBUTION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	HELMS, WIL WILLE T	48.0	57.0	80.0	40.0	55.0	280.0	\$0.00
	LAMB, JONATHAN KEITH						0.0	\$0.00
	DIXON, TIMOTHY L	54.0	76.0	60.0	73.0	48.0	311.0	\$0.00
	COMEN, LEE ROY	82.0	60.0	88.0	80.0	84.0	394.0	\$0.00
	BLADE, JR, CHARLES ALLEN	55.0	71.0	98.0	76.5	76.0	386.5	\$0.00
	MOCK, JOEY	69.5	62.8	50.0	10.0	70.0	272.0	\$0.00
	LARKIN, MICHAEL			62.0	10.0		72.0	\$0.00
	COCKER, RENEE LEE	70.0	53.6	58.0	33.0	52.0	247.0	\$0.00
	GUY, STEPHEN A.						0.0	\$0.00
	EVANS, CRYSTAL F	45.5	62.0	58.0	58.0	14.5	236.5	\$0.00
	WASHINGTON, AFRICONA	65.0	58.5	65.0	65.0	46.5	300.0	\$0.00
	SEXTON, MIKE D	65.5	86.0	73.0	72.5	38.0	335.0	\$0.00
	LARGEN, JAY N	58.0	70.0	87.0	84.0	34.0	283.0	\$0.00
	RUSSELL, JOHN W.						0.0	\$0.00
	FULMER, TERRY	54.0	57.0	42.0	44.5	30.0	247.5	\$194.05
	BRINSON, CLAYTON	61.5	68.0	63.0	58.0	66.0	306.5	\$0.00
	HOLMAN, SANDRA	58.0	70.0	58.0	70.0	80.0	316.0	\$0.00
	SMITH, GREGORY	60.0	73.0	72.0	72.0	60.0	337.0	\$0.00
	HUGHES, DONALD	116.0					116.0	\$0.00
	MCKINNEY, ANTHONY	130.0					130.0	\$0.00
	BROCATO, MIKE						0.0	\$0.00
	WARE, STEVE M	39.5	48.0	58.0	55.3	25.0	236.0	\$0.00
	SENN, ROBERT	72.0	72.0	44.0	4.0		162.0	\$0.00
	POLLOCK, WILLIE BERNARD	92.0	82.0	68.0	70.0	60.0	352.0	\$458.25
	WITTENHAUER, WALTER	83.5	67.0	35.5	84.0	52.5	272.5	\$0.00
	STEWART, JOHN	34.0					34.0	\$0.00
	MANESS, HAROLD	65.5	70.0	58.0	65.0	46.0	330.0	\$0.00
	HODGES, HERBERT						0.0	\$0.00
	ATKINSON, TERRY	52.0	68.0	67.5	23.0	46.0	256.5	\$310.08
	REYNOLDS, JAMES, JR	33.0	63.0	42.0			138.0	\$0.00
	GENTRY, MIKE	48.0	23.5				71.5	\$82.84
	USRY, KIM WILSON	60.0	39.0				99.0	\$0.00
	WILLIAMS, EDWARD	80.0	71.0	86.0	43.5	80.0	280.0	\$0.00
	MCDONALD, CHRISTOPHER	30.0	23.5				53.5	\$0.00
	AMANS, CRAIG	68.0	64.0	72.0	60.0	58.5	310.5	\$1,194.01
	CLEERE, GARY	65.0	58.0	72.0	28.0	64.0	287.0	\$0.00
	PRINCE, ROBERT	60.0	55.5	55.5	63.0	43.0	263.0	\$248.54
	MOON, KATHI	48.0					48.0	\$0.00
	SCHOCK, DENNIS	70.0	70.0	12.0	87.0		239.0	\$0.00
	DANIELS, ADAM	86.0	64.0	60.0	54.0	43.5	257.5	\$203.94
	HUFFMAN, STEVE	70.0	72.0	86.0	86.0	60.0	320.0	\$0.00
	CLABEY, STEVEN	66.0	54.0	68.0	44.0	42.0	272.0	\$0.00
	SUDDERTH, DARYL						0.0	\$0.00
	THOMPSON, BERNARD	72.0	72.0	72.0	71.0	60.0	347.0	\$0.00
	BURTON, DONALD	70.0	60.0	63.0	44.0		237.0	\$0.00
	GENTRY, WILLIAM	70.0	60.0	61.0	44.0		235.0	\$0.00
	WYNN, SIMON L	72.0	72.0	65.0	86.0	46.0	311.0	\$403.11
	THURMOND, KEITH	68.0	62.0	64.0	66.5	68.0	298.5	\$324.18
	KINSAUL, JAMES	69.5	72.0	72.0	60.0	58.0	331.5	\$0.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

NAME _____
 ADDRESS _____
 CITY, STATE _____

PLEASE TYPE OR PRINT
 CUSTOM INDUSTRIAL
 120 REVCO RD
 N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL I.D. NO. _____

This Transmittal Covers ALL Payroll Weeks Ending During Month Shown

		May 2007							
COLUMN 1	COLUMN 2	HEALTH AND WELFARE HOURS							
SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE (Last, First, First name)	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAL HOURS		
[REDACTED]	POWERS, SAMUEL	68.5	69.0	58.0	60.0	58.0	293.5		\$0.00
[REDACTED]	CORNWELL, JR EDWARD	72.0	72.0	72.0	86.5	89.0	341.5		\$717.11
[REDACTED]	OWIES, WOODROW	52.0	65.0	57.0	58.0	60.0	272.0		\$0.00
[REDACTED]	MOORE, JOHN	55.0	72.0	60.0	48.0	20.5	255.5		\$0.00
[REDACTED]	RODGERS, WESLEY	60.0	72.0	60.0	50.0	16.5	273.5		\$0.00
[REDACTED]	CROSS, MELISSA	40.0					40.0		\$0.00
[REDACTED]	CROSS, TOMMY						0.0		\$0.00
[REDACTED]	HILL, RICHARD	58.0	60.0	46.0	68.0	80.0	302.0		\$0.00
[REDACTED]	COBB, JAMES						0.0		\$0.00
[REDACTED]	BROWN	40.5	60.0	84.5	58.5	58.5	302.0		\$0.00
[REDACTED]	PEAK	48.5	72.0	83.0	86.0	72.0	352.5		\$462.42
[REDACTED]	MCCLAINE	73.0	72.0	72.0	65.5	14.0	336.5		\$0.00
[REDACTED]	SWAIN	68.0	70.0	68.0	46.0	20.5	272.5		\$0.00
[REDACTED]	SWAIN	68.0	70.0	72.0	70.0	20.5	300.5		\$0.00
[REDACTED]	PERRY	68.0	75.0	80.0	110.5	25.5	359.5		\$0.00
[REDACTED]	PARKS	33.0	81.5	48.0	10.5	0.5	182.5		\$0.00
[REDACTED]	RICE	66.0	72.0	72.0	72.0	50.0	332.0		\$430.46
[REDACTED]	MERTINS	47.0	55.0	80.0	58.0	48.0	266.0		\$0.00
[REDACTED]	FELL	44.0	72.0	70.0	30.0	58.0	274.0		\$0.00
[REDACTED]	BURKE		57.0	58.0	68.0	84.0	237.0		\$0.00
[REDACTED]	DOYLE, III		22.0	54.5	20.0	44.0	140.5		\$0.00
[REDACTED]	LYTLE		42.0	63.5	85.0	8.0	159.5		\$204.24
[REDACTED]	SLADE		35.0	85.0	64.0	60.0	244.0		\$0.00
[REDACTED]	WENKINS			87.0	63.0	68.5	218.5		\$0.00
[REDACTED]	AKER			54.0	47.0	43.5	144.5		\$0.00
[REDACTED]	HINTON			81.0	72.0	86.0	199.0		\$512.08
[REDACTED]	GOOGLER			37.0	70.0	53.5	160.5		\$0.00
[REDACTED]	LAFONTAINE			55.0	74.0	48.0	177.0		\$0.00
[REDACTED]	BURTON			22.6			22.6		\$0.00
[REDACTED]	BROWN				96.5		96.5		\$0.00
[REDACTED]	GARDNER				72.0	12.5	124.5		\$316.06
[REDACTED]	LEE				48.0	64.0	102.0		\$0.00
[REDACTED]	GIBBS				73.0	48.0	121.0		\$0.00
[REDACTED]	MORSON				60.0	52.5	112.5		\$0.00
[REDACTED]	ROBERTSON					38.0	38.0		\$0.00
[REDACTED]	WILLIAMS					57.0	57.0		\$140.83
[REDACTED]	STENSRUD					50.0	50.0		\$294.14
[REDACTED]	HERRINGTON, DAV	40.0	40.0	40.0	40.0	40.0	200.0		\$0.00
GRAND TOTAL ALL PAGES								40,004.3	27,495.5

Health & Welfare	8558.0	7863.0	8426.5	8384.0	6682.8
Pension Fund	\$4.01 per hr	\$	188,417.04	all	
Apprentice Fund	\$5.12 per hr	\$	204,821.78	and year and above	
Vacation Fund	\$0.45 per hr	\$	18,001.91	all	
Industrial Advancement Fund	gross wages	\$	27,495.84	all	
Annuity	\$0.20 per hr	\$	8,000.86	all	
Total Amount Paid	\$0.25 per hr	\$	10,001.08	all	
		\$	428,738.17		

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT

NAME **CUSTOM INDUSTRIAL** MARK HERE IF FINAL REPORT ☐

ADDRESS **120 REVCO RD** MARK HERE FOR MORE FORMS ☐

CITY, STATE **N. AUGUSTA, SC 29841** EMPLOYER'S FEDERAL ID. NO. _____

This Statement Covers ALL Payroll Weeks Ending During Month Shown

May 2007

COLUMN 1	COLUMN 2	HEALTH AND WELFARE HOURS						TOTAL	WAGERS
SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE (Last name, first name)	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6	HOURS	DOWNTOWN

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mall Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME **CUSTOM INDUSTRIAL** MARK HERE IF FINAL REPORT ☐
ADDRESS **120 REVCO RD** MARK HERE FOR MORE FORMS ☐
CITY, STATE **N. AUGUSTA, SC 29841** EMPLOYER'S FEDERAL I.D. NO. _____

This Transcript Covers ALL Payroll Weeks Ending During Month Shown: **05/31/07**

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION DEFERRED	
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5			
	TYPRIN, WILLIAM	72.0	58.0	44.0	57.5	65.0	296.5		1st year
	GOFF, DANIEL E	56.0	30.0	53.5	70.0	41.0	250.5		1st year
	QUETT, LEONARD WADE	56.0	58.0	68.0	58.5	62.0	302.5	112.10	1st year
	LARD, NICHOLAS THOMAS	65.0	61.0	42.0	60.0	68.0	296.0		1st year
	WHITEHEAD	42.5	72.0	64.0	48.0	53.5	270.0	120.31	2nd year
	DELAIGLE, BETH ANNETTE	72.0	72.0	71.5	72.5	62.5	350.5	30.04	2nd year
	SMITH, MICHAEL L	67.0	22.0	54.0	85.5	81.0	289.5	50.00	2nd year
GRAND TOTAL ALL PAGES							2,031.5	386.7	

Health & Welfare	\$4.01 per hr	\$ 8,154.13 all	
Pension Fund	\$2.56 per hr	\$ 2,328.47 2nd year	50% OF 1.11
Apprentice Fund	\$0.45 per hr	\$ 915.05 all	
Vacation Fund	gross wages	\$ 396.89 all	
Industrial Advancement Fund	\$0.20 per hr	\$ 405.58 all	
Annuity	\$0.25 per hr	\$ 508.36 all	
Total Amount Paid		\$ 4,556.27	

910.0

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mail Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

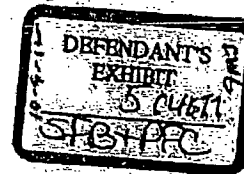
SIGNATURE AND DATE: _____

ATTACHMENT F

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 120 REVCO RD
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐
 EMPLOYER'S FEDERAL I.D. NO. _____



Tab 1 (continued) Covers ALL Payroll Weeks Ending During Month Shown

June 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	WEEKLY WAGES
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	LEVER, G.	30.0	45.5	62.0	42.0		199.5	\$535.00
	GLATT, LARRY	40.0	30.0	60.0			130.0	\$171.28
	MOSLEY, LEROY	48.0	50.0	69.0	68.0		235.0	
	HALL, TONY R.	41.0	30.0	80.0	50.0		181.0	\$243.89
	MEARS, CHARLES	68.0	68.0	88.0	56.0		240.0	
	LEVER, JOHN W.				40.0		40.0	\$124.64
	MCDONALD, JAMES	40.0	40.0	40.0	45.5		165.5	
	STOCK, TIMOTHY	50.0	40.0	61.5			151.5	\$180.68
	STEWART, NICHOL	51.0	53.0	40.0	67.5		211.5	\$279.59
	HALL, TIMOTHY, JR.	60.0	42.0	53.0	50.0		165.0	\$267.08
	GRANGER, MARTIN	60.0	60.0	60.0	60.0		240.0	\$284.50
	HUFFMAN, JAMES	43.0					43.0	
	McFERRIN, WILLIAM	42.0					42.0	\$44.31
	PATTERSON, MICHAEL	42.0					42.0	
	PHOMACHANH, KIMDA	40.0	50.0	60.0	60.0		210.0	\$241.66
	JAMES, JOSHUA	40.0	40.0	53.0	50.0		183.0	
	HEGLER, JACK	55.5					55.5	\$71.12
	BULLARD, DENNIS	32.0	30.0	58.0	40.0		160.0	\$586.04
	FIELD, BRIAN	41.0	50.0	63.0	68.5		222.5	\$605.52
	STEWART, CHARLES						0.0	
	MORROW, THOMAS JR.						0.0	
	MOBLEY, HOWARD E.	80.0	25.0	51.0	48.0		184.0	
	CULLIPER, DAVID W.	30.0	18.0	47.0	39.0		134.0	\$146.53
	BEGGS, HENRY A.	42.0					42.0	
	KIRKLAND, JAMES B.						0.0	
	LEVER, MATTHEW S.	40.0	62.0	42.5	30.0		164.5	\$441.11
	JACKSON, TIMMY J.	32.0					32.0	
	BROWN, DANIEL M.						0.0	
	LEWIS, EARNEST H. III	40.0					40.0	\$46.31
	GLATT, JAMES E.						0.0	
	RACHELS, STANLEY L.	40.0	36.0	59.5	62.0		197.5	
	PRIDE, IGNATIUS P III	52.0					52.0	
	BOX, M.						0.0	
	CARPENTER, ALLIE	40.5					40.5	\$109.24
	HOBAN, MICHAEL K.	24.0	24.0				48.0	\$58.82
	CULLIPER, CHRIS						0.0	
	GIFFIN JR, WILLIAM R.	40.0					40.0	\$177.14
	FRIDGEN, ERNIE						0.0	
	VAUGHAN, FRANK	30.5					30.5	\$42.28
	NICHOLS, DANIEL						0.0	
	PAGE, GARY	50.0	50.0	74.0	74.0		248.0	
	HONG, GENE H.	36.0	52.0	50.0	60.0		238.0	\$515.30
	REEDER, JOHN W.	48.0	50.0	53.0	60.0		211.0	
	HARRELL, JB						0.0	
	DUNBAR, CHARLES F.	50.0	50.0	60.0	60.0		220.0	
	HOGAN, JR WILLIAM R.						0.0	
	ROUNDTREE, RONALD WAD	42.0					42.0	
	VALLEY, CHRIS	29.0	55.0				84.0	

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
 NAME **CUSTOM INDUSTRIAL**
 ADDRESS **120 REVCO RD**
 CITY, STATE **N. AUGUSTA, SC 29841**

MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐
 EMPLOYER'S FEDERAL I.D. NO. _____

This Transmittal Covers ALL Payroll Weeks Ending During Month Shown

June 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CUMULATIVE
		WEEK 1 6/4-10	WEEK 2 6/11-17	WEEK 3 6/18-24	WEEK 4 6/25-30	WEEK 5 6/30-7/6		
	RINKER, JAMES A	40.0	50.0	50.0	50.0		200.0	
	BLACK, RALPH DENNIS	42.0	52.0	60.5	54.5		209.0	\$575.15
	CARPENTER, STEVEN C						0.0	
	WILLIAMS, STEVEN BRETT	42.5					42.5	\$32.11
	MCBRAYER, CHARLES LEE						0.0	
	ROYE, RALEIGH	52.0					52.0	\$64.42
	JOHNSON, MICHAEL	54.0	63.0	42.0	63.5		222.5	
	WALTEMATH, JAMES						0.0	
	MALCOLM, KELLEY	50.0	50.0	40.0	50.0		200.0	
	CARLSON, ARTHUR C	50.0					50.0	\$65.88
	BRITTINGHAM, THOMAS L						0.0	
	FRIEDMAN, DANIEL	41.5					41.5	\$65.04
	WHITE, ALVIN	50.5	50.0	72.0	74.0		246.5	
	TYRPH, ROBERT LEE	49.0					49.0	\$42.83
	HRLIC, THOMAS J						0.0	
	COOPER, STEPHEN	46.0	59.0	61.0	55.0		255.0	
	VINTSON, LARRY						0.0	
	BOOGE, CLAY	30.0	68.5	12.0	79.5		189.0	\$143.26
	JOHNSON, RICHARD M	57.5	73.0	65.0	80.5		276.0	
	MORRIS, GEORGE K	43.0	54.0	66.0	82.0		285.0	\$330.42
	DAVIS, ALVIN LANE	52.0					52.0	\$64.42
	BAXLEY, LLOYD WAYNE	50.0					50.0	
	ANDERSON, MICHAEL TODD						0.0	
	HALL, JOSEPH KELLY	30.0	51.5	61.0	80.0		202.5	
	DOYLE, JR, JOSEPH ANTHONY	58.5	58.0	59.5	83.5		267.5	\$712.55
	WILLIAMS, JACKSON M						0.0	
	BLACKSTON, W. DAVIS	57.5	59.5	71.0	81.0		249.0	
	YELTON, J.S.						0.0	
	SHAVER, DONALD						0.0	
	GRIFFIN, JR JAMES F	50.0	58.0	61.0	77.0		256.0	
	WATTS, RONNIE						0.0	
	BUCK, BRONSON S	52.5	52.5	45.0	50.0		200.0	
	DANIELS, WILLIAM M						0.0	
	OTYSON, TONY B	51.5	60.0	59.0	60.0		240.5	
	NOONAN, JOHN PAUL						0.0	
	BRINSON, BRIAN	50.0	45.0				95.0	
	EULZEY, CHARLES R	22.0	48.0				68.0	\$165.33
	TISKA, AL	50.0	50.0	40.0	40.0		180.0	\$416.08
	KING, MICHAEL						0.0	
	BECK, CEDDRICK D	39.0	50.0	40.0	53.5		182.5	
	GONSALVES, STEVEN W	42.0					42.0	
	STEWART, RANDY L	50.0	50.0	40.0	58.0		198.0	
	CASTRO, HUGO	42.0					42.0	
	POLLOCK, JR BRUCE	39.0	62.0	41.0	56.0		197.0	\$726.26
	BUGG, CHARLES						0.0	
	BRIGGS, DONALD						0.0	
	MOLEDD, LAWRENCE CRAIG						0.0	
	HUSKEY, TERRY L						0.0	
	LACEY, ANDRE F	30.0	40.0	40.0	32.0		142.0	\$168.55

PLUMBERS AND STEAMFITTERS LOCAL NO. 150 **FRINGE BENEFIT FUNDS**

PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 120 REVCO RD
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐MARK HERE FOR MORE FORMS ☐

EMPLOYER'S FEDERAL I.D. NO. _____

This Transmittal Covers ALL Paying Weeks Ending During Month Shown

June 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	WEEKLY CONTRIBUTION
		WEEK 1 1-13	WEEK 2 14-26	WEEK 3 27-39	WEEK 4 40-52	WEEK 5 53-54		
	HELMS, III, VALLE T	21.0	40.0	40.0	41.0		142.0	
	LAMB, JONATHAN KEITH						0.0	
	DIXON, TIMOTHY L	40.0	50.0	50.0	54.0		204.0	
	COHEN, LEE ROY	40.0	39.5	40.0	50.0		179.5	
	BLADE, JR, CHARLES ALLEN	55.0	50.5	60.0	52.5		218.0	
	MOCK, JOEY						0.0	
	LARKIN, MICHAEL						0.0	
	COKER, RENEE LEE	50.0	50.0	20.0			120.0	
	GUY, STEPHEN A.						0.0	
	EVANS, CRYSTAL F						0.0	
	WASHINGTON, AFRICONA	47.5	35.0	50.0	45.5		178.0	
	SEXTON, MIKE D	55.0	52.5	57.5	74.0		249.0	
	LARGEN, JAY N	50.0	45.5	38.0	57.0		190.5	
	BUSSELL, JOHN W.						0.0	
	FULMER, TERRY	41.5					41.5	\$31.00
	BRINSON, CLAYTON	50.0	45.0	50.0	60.0		221.0	
	HOLMAN, SANDRA	41.5					41.5	
	SMITH, GREGORY	50.0	50.0	50.0	55.0		215.0	
	HUGHES, DONALD						0.0	
	MCKINNEY, ANTHONY						0.0	
	BRACATO, MIKE			30.0	60.0		90.0	
	WARE, STEVE M	31.5					31.5	
	SENN, ROBERT						0.0	
	POLLOCK, WILLIE BERNARD	40.0	50.0	40.0	55.0		195.0	\$235.11
	WITTENHAUER, WALTER	43.0					43.0	
	STEWART, JOHN						0.0	
	MANESS, HAROLD	50.0	50.0	54.5	58.5		213.0	
	HODGES, HERBERT						0.0	
	ATKINSON, TERRY	40.0					40.0	\$46.16
	REYNOLDS, JAMES, JR						0.0	
	GENTRY, MIKE						0.0	
	USRY, KIM WILSON						0.0	
	WILLIAMS, EDWARD	50.0	38.0				88.0	
	MCDADE, CHRISTOPHER						0.0	
	AMANS, CRAIG	44.0					44.0	\$148.15
	CLEERE, GARY	46.0	55.0	48.0	74.0		223.0	
	PRINCE, ROBERT	40.0	45.0	50.0	60.0		195.0	\$155.82
	MOON, KATHI						0.0	
	SCHOCK, DENNIS						0.0	
	DANIELS, ADAM	40.0					40.0	\$30.01
	HUFFMAN, STEVE	52.0					52.0	
	CLABEY, STEVEN	44.0					44.0	
	SUDDERTH, DARYL						0.0	
	THOMPSON, BERNARD	40.0	40.0	73.0	59.0		212.0	
	BURTON, DONALD						0.0	
	GENTRY, WILLIAM						0.0	
	WYNN, SIMON L						0.0	
	THURMOND, KEITH	55.5					55.5	\$107.48
	KINSAUL, JAMES	46.0	62.0	73.0	72.0		253.0	

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

NAME: CUSTOM INDUSTRIAL MARK HERE IF FINAL REPORT ☐
 ADDRESS: 120 REYCO RD MARK HERE FOR MORE FORMS ☐
 CITY, STATE: N. AUGUSTA, SC 29841
 EMPLOYER'S FEDERAL I.D. NO. _____

This Form Must Cover ALL Payroll Weeks Ending During Month Shown

June 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION COMPUTATION
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	POWERS, SAMUEL	22.0	50.0	73.0	68.0		213.0	
	CORNWELL, JR EDWARD	52.0					52.0	\$103.66
	JONES, WOODROW	25.5					25.5	
	MOORE, JOHN						0.0	
	RODGERS, WESLEY						0.0	
	GROSS, MELISSA						0.0	
	GROSS, TOMMY						0.0	
	HILL, RICHARD	75.0					75.0	
	COBB, JAMES						0.0	
	BROWN	51.5			2.5		54.0	
	PEAK	52.0					52.0	\$64.42
	MCCLAIN	42.0					42.0	
	SWAIN						0.0	
	SWAIN						0.0	
	PERRY						0.0	
	PARKS						0.0	
	RICE	68.5					68.5	\$84.27
	MERTINS	50.0	42.5				92.5	
	FELL	46.0	58.0	60.0	63.0		227.0	
	BURKE	42.0					42.0	
	DOYLE, III	42.0					42.0	
	LYTLE	32.0					32.0	\$37.58
	SLADE	75.0					75.0	
	JENKINS	42.0					42.0	
	BAKER						0.0	
	HINTON	50.0	40.0	56.0	46.0		192.0	\$485.19
	COOGLER	40.0	40.0	52.0	60.0		192.0	
	LAFontaine	34.0	55.0	55.5	91.0		235.5	
	BURTON						0.0	
	BROWN						0.0	
	GARDNER	30.0	46.0				76.0	\$186.62
	LEE	46.0					46.0	
	GIBBS	50.0	40.0	40.0	60.0		210.0	
	MORSON	50.0	50.0	45.5	40.0		185.5	
	ROBERTSON	50.0	50.0	50.0	60.0		210.0	
	WILLIAMS	62.0					62.0	\$128.53
	STENSRUD	48.0	60.5				108.5	\$244.78
	HERRINGTON, DAV						0.0	
GRAND TOTAL ALL PAGES							16,419.0	\$8,063.4

5394.5 3596.5 3575.0 3853.0 0.0

Health & Welfare	\$4.01 per hr	\$ 65,840.19 all
Pension Fund	\$5.12 per hr	\$ 84,098.28 3rd year and above
Apprentice Fund	\$0.45 per hr	\$ 7,388.55 all
Vacation Fund		gross wages \$ 10,863.42 all
Industrial Advancement Fund	\$0.20 per hr	\$ 3,283.80 all
Annuity	\$0.25 per hr	\$ 4,104.75 all
Total Amount Paid		\$ 175,548.00

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT

NAME **CUSTOM INDUSTRIAL** MARK HERE IF FINAL REPORT ☐

ADDRESS **120 REVCO RD** MARK HERE FOR MORE FORMS ☐

CITY, STATE **N. AUGUSTA, SC 29841** EMPLOYER'S FEDERAL I.D. NO. _____

This Worksheet Covers All Payroll Weeks Ending During Month of		June 2007					
COLUMN 1	COLUMN 2	HEALTH AND WELFARE HOURS					
SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE (Last name, first name)	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	TOTAL HOURS

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mail Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37076-1449

SIGNATURE AND DATE: _____

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME CUSTOM INDUSTRIAL MARK HERE IF FINAL REPORT ☐
ADDRESS 120 REVCO RD MARK HERE FOR MORE FORMS ☐
CITY, STATE N. AUGUSTA, SC 29841 EMPLOYER'S FEDERAL ID. NO.

This Transmittal Covers ALL Payroll Weeks Ending During Month Shown 06/20/07 June 07

APPRENTICE		HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CONTRIBUTION	
COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5			
	TYPRIN, WILLIAM	25.0	40.0	50.5	75.5		200.0	\$42.83	1st year
	GOFF, DANIEL E						0.0		1st year
	CLUETT, LEONARD WADE	50.0	60.0	62.0	60.0		232.0	\$168.68	1st year
	LARD, NICHOLAS THOMAS	40.0	50.0	56.5	41.5		188.0		1st year
	WHITEHEAD	50.5	40.0	52.0	68.0		210.5	\$152.14	2nd year
	DELAIGLE, BETH ANNETTE	57.5	70.0	57.5	72.0		257.0		2nd year
	SMITH, MICHAEL L	53.0	53.5	64.0	52.5		223.0	\$10.00	2nd year
							GRAND TOTAL ALL PAGES	1,311.5	353.6

691.5

Health & Welfare	\$4.01 per hr	\$ 6,258.12 all	
Pension Fund	\$2.56 per hr	\$ 1,770.24 2nd year	50% OF \$3.12
Apprentice Fund	\$0.45 per hr	\$ 500.18 all	
Vacation Fund		gross wages	\$ 353.55 all
Industrial Advancement Fund	\$0.20 per hr	\$ 282.30 all	
Annuity	\$0.25 per hr	\$ 327.68 all	
Total Amount Paid		\$ 3,304.14	

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

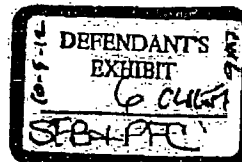
Mail Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

ATTACHMENT G

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS



PLEASE TYPE OR PRINT
 NAME CUSTOM INDUSTRIAL
 ADDRESS 120 REVCO RD
 CITY, STATE N. AUGUSTA, SC 29841

MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐
 EMPLOYER'S FEDERAL ID. NO. _____

This Worksheet Covers ALL Payroll Weeks Ending During Month: **July 2007**

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION CUMULATIVE
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
[REDACTED]	EVER, G	50.0	21.0				71.0	\$184.24
[REDACTED]	CLATT, LARRY	50.0	43.0				93.0	\$115.75
[REDACTED]	HALL, TONY R.	63.0	33.0				102.0	\$126.48
[REDACTED]	WEARS, CHARLES	83.0	64.0	40.0			187.0	
[REDACTED]	LEVER, JOHN W.	40.0	23.0				63.0	\$135.20
[REDACTED]	MCDONN, JAMES	50.0	31.0				81.0	
[REDACTED]	STOCK, TIMOTHY	30.5	33.0				63.5	\$108.17
[REDACTED]	STEWART, NICHOL	61.5	31.5				93.0	\$113.38
[REDACTED]	HALL, TIMOTHY, JR	69.0	30.8				99.8	\$118.23
[REDACTED]	GRANGER, MARTIN	60.0	43.0				103.0	\$105.21
[REDACTED]	PHOMACHANH, KINDA	60.0	31.0				91.0	\$99.84
[REDACTED]	JAMES, JOSHUA	60.0	13.0				73.0	
[REDACTED]	BULLARD, DENNIS	81.0	23.0				104.0	\$127.13
[REDACTED]	FIELD, BRIAN	20.0	33.0				53.0	\$126.10
[REDACTED]	MOBLEY, HOWARD E.	70.0	33.0				103.0	
[REDACTED]	LEVER, MATTHEWS.	40.6	33.0				73.6	\$174.20
[REDACTED]	RACHELS, STANLEY L.	40.0	28.5				68.5	
[REDACTED]	PAGE, GARY	84.0	24.0				108.0	
[REDACTED]	REEDER, JOHN W.	57.0	33.0				90.0	
[REDACTED]	DUNBAR, CHARLES F.	79.0	33.0				112.0	
[REDACTED]	RINKER, JAMES A.	74.0	34.0				108.0	
[REDACTED]	BLACK, RALPH DENNIS	45.0	13.5				58.5	\$144.00
[REDACTED]	JOHNSON, MICHAEL	73.0	50.0	28.0			151.0	
[REDACTED]	KELLEY, MALCOLM	59.0	31.0				90.0	
[REDACTED]	JOHNSON, RICHARD M.	95.0	28.0				123.0	
[REDACTED]	MORRIS, GEORGE K.	78.0	31.0				111.0	\$120.24
[REDACTED]	HALL, JOSEPH KELLY	70.0	32.0	40.0			142.0	
[REDACTED]	BLACKSTON, W. DAVIS	30.0					30.0	
[REDACTED]	GRIFFIN, JR JAMES F.	82.0	36.5				120.5	
[REDACTED]	BUCK, BRONSON S.	57.0	33.0				90.0	
[REDACTED]	OTYSON, TONY B.	59.0	33.0				92.0	
[REDACTED]	BRINSON, BRIAN	42.0	60.0	30.0			132.0	
[REDACTED]	TISKA, AL	40.0	33.0				73.0	\$188.73
[REDACTED]	BECK, GEDDRICK D.	40.0	31.5				71.5	
[REDACTED]	POLLOCK, JR BRUCE	60.0	31.5				91.5	\$294.08
[REDACTED]	LACEY, ANDRE F.	68.0	31.5				99.5	\$106.08
[REDACTED]	HELMS, III, WILLIE T.	18.0	16.0				34.0	
[REDACTED]	DIXON, TIMOTHY L.	71.5	14.0				85.5	
[REDACTED]	COHEN, LEE ROY	50.0	33.0				83.0	
[REDACTED]	SLADE, JR, CHARLES ALLEN	70.5	30.5				101.0	
[REDACTED]	WASHINGTON, AFRICANA	35.0	33.0				68.0	
[REDACTED]	SEXTON, MIKE D.	24.0	34.5				58.5	
[REDACTED]	SMITH, GREGORY	64.5	43.0				107.5	
[REDACTED]	BROCATO, MIKE	85.0	33.0				118.0	
[REDACTED]	POLLOCK, WILLIE BERNARD	80.0	32.0				112.0	\$98.76
[REDACTED]	MAHES, HAROLD	40.0	33.0				73.0	
[REDACTED]	PRINCE, ROBERT	58.0	23.0				81.0	\$170.03
[REDACTED]	KINSAUL, JAMES	84.0	24.0				108.0	

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
 NAME **CUSTOM INDUSTRIAL**
 ADDRESS **120 REVCO RD**
 CITY, STATE **N. AUGUSTA, SC 29841**

MARK HERE IF FINAL REPORT ☐
 MARK HERE FOR MORE FORMS ☐
 EMPLOYER'S FEDERAL I.D. NO. _____

This Transmittal Covers ALL Payroll Weeks Ending During Month Shows

July 2007

COLUMN 1 SOCIAL SECURITY NUMBER	COLUMN 2 NAME OF EMPLOYEE (Last name, first name)	HEALTH AND WELFARE HOURS					TOTAL HOURS	Vacation uncompensated
		WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5		
	POWERS, SAMUEL	76.0	12.0				90.0	
	FELL	84.0					84.0	
	GOOGLER	42.5	23.0				85.5	
	LAFONTAINE	99.5	26.0				125.5	
	MORSON	30.0	33.0				63.0	
	ROBERTSON	81.0	33.0				94.0	
GRAND TOTAL ALL PAGES							4,918.5	2,811.3

	3130.0	1844.5	144.0	0.0	0.0
Health & Welfare		\$4.01 per hr	\$ 18,723.19	all	
Pension Fund		\$5.12 per hr	\$ 25,182.72	3rd year and above	
Apprentice Fund		\$0.45 per hr	\$ 2,213.33	all	
Vacation Fund		gross wages	\$ 2,811.26	all	
Industrial Advancement Fund		\$0.20 per hr	\$ 883.70	all	
Annuity		\$0.25 per hr	\$ 1,228.63	all	
Total Amount Paid			\$ 51,843.82		

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mail Copy with Check to:

Southern Benefit Administrators, Inc.
 P.O. Box 1449
 Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

MONTHLY PAYROLL REPORTING FORM
PLUMBERS AND STEAMFITTERS LOCAL NO. 150
FRINGE BENEFIT FUNDS

PLEASE TYPE OR PRINT
NAME CUSTOM INDUSTRIAL MARK HERE IF FINAL REPORT ☐
ADDRESS 120 REVCO RD MARK HERE FOR MORE FORMS ☐
CITY, STATE N. AUGUSTA, SC 29841
EMPLOYER'S FEDERAL I.D. NO. _____

This Transcript Covers ALL Payroll Weeks Ending During Month shown: 07/31/07

COLUMN 1		COLUMN 2	HEALTH AND WELFARE HOURS					TOTAL HOURS	VACATION COMPOSITION
SOCIAL SECURITY NUMBER	NAME OF EMPLOYEE (Last name, first name)	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5			
	CLUETT, LEONARD WADE	50.0	43.0				93.0	53.11	1st year
	LARD, NICHOLAS THOMAS	40.0	31.0	40.0			111.0		1st year
	DELAUNGLE, BETH ANNETTE	84.0	55.0	28.0			167.0		2nd year
	SMITH, MICHAEL L	73.5	23.5				97.0		2nd year
GRAND TOTAL ALL PAGES							468.0	63.1	

Health & Welfare	\$4.01 per hr	\$ 1,578.88	all	
Pension Fund	\$2.56 per hr	\$ 575.84	2nd year	50% OF 5.12
Apprentice Fund	\$0.45 per hr	\$ 210.80	all	
Vacation Fund	gross wages	\$ 83.11	all	
Industrial Advancement Fund	\$0.20 per hr	\$ 63.60	all	
Annuity	\$0.25 per hr	\$ 117.00	all	
Total Amount Paid		\$ 1,460.15		

#REF!

MAKE ONE (1) CHECK PAYABLE TO:

PLUMBERS & STEAMFITTERS LOCAL 150 FRINGE BENEFITS FUND ESCROW ACCOUNT

Mail Copy with Check to:

Southern Benefit Administrators, Inc.
P.O. Box 1449
Goodlettsville, TN 37070-1449

SIGNATURE AND DATE: _____

EXHIBIT C

STATE OF SOUTH CAROLINA

AFFIDAVIT OF FRANK THOMAS

COUNTY OF AIKEN

1. My name is Frank Thomas. I am President of Security Federal Bank, the principal office of which is located in Aiken, South Carolina.

2. The following documents are true and accurate copies of relevant loan instruments concerning the large loans made to Custom Mechanical CSRA, LLC in 2006 and 2007 concerning its C.R. Meyer contract for work performed at Kimberly-Clark in Beech Island, S.C.

2006

(a)	Loan Commitment Letter dated March 23, 2006 Exhibit "A"	103-107
(b)	Promissory Note and Commercial Security Agreement Dated June 20, 2006 (\$750,000) Exhibit "B"	155-160
(c)	Promissory Note and Commercial Security Agreement Dated June 20, 2006 (\$750,000)(Renewal) Exhibit "C"	161-164
(d)	Promissory Note and Commercial Security Agreement Dated June 20, 2006 (\$434,000) Exhibit "D"	165-168
(e)	Promissory Note and Commercial Security Agreement Dated June 20, 2006 (\$434,000) (Renewal) Exhibit "E"	173-176

2007

(f)	Loan Commitment Letter dated March 15, 2007 Exhibit "F"	296-300
(g)	Promissory Note and Commercial Security Agreement Dated March 20, 2007 (\$1,209,000) Exhibit "G"	301-304
(h)	Commercial Security Agreement Dated March 20, 2007 (\$1,209,000) Exhibit "H"	317-318

- (I) Promissory Note and Commercial Security Agreement 309-312
Dated March 20, 2007 (\$1,200,000)
Exhibit "I"
- (II) Commercial Security Agreement Dated March 20, 2007 305-306
Dated March 20, 2007 (\$1,200,000)
Exhibit "J"

3. I have reviewed the attached certified copies of the UCC-1 filed by Security Federal Bank at the S.C. Secretary of State's office on August 1, 2006, and the UCC 3 (Renewal) extending the Lapse Date until August 1, 2016. Those were filed by or on behalf of Security Federal Bank to obtain and extend a perfected security interest in the assets, including monies owed to Custom Mechanical CSRA, LLC by C.R. Meyer.

FURTHER the deponent sayeth not.


Frank Thomas

SWORN to before me this

22nd day of January 2013.

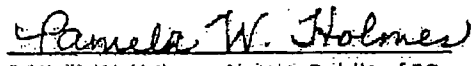

Pamela W. Holmes, Notary Public of SC
My Commission Expires 02/07/2022.

EXHIBIT A

March 23, 2006

Custom Mechanical
120 Revco Rd.
North Augusta, SC 29841



Re: Proposed Credit Facilities

Dear Danny,

Security Federal Bank (the Bank) is pleased to commit to loans under the following terms and conditions:

BORROWER: Custom Mechanical (the Borrower)

LOAN:

- (1) \$434,000
- (2) \$750,000
- (3) \$131,756
- (4) \$86,740

PURPOSE: The proceeds of the credit facilities will be used:

- (1) Permanent working capital
- (2) Working capital line of credit
- (3) Refinance office building
- (4) Refinance fleet vehicles

INTEREST RATE:

- (1) 7.50% fixed
- (2) Prime floating
Wall Street Journal's prime rate at time of closing adjusted daily.
- (3) 7.50% fixed
- (4) 7.25% fixed

**AVAILABILITY/
SCHEDULED AMORTIZATION:**

- (1) Fully funded at closing. Five year fixed rate amortized ten years.
- (2) Line of credit advances to be restricted to financial covenants listed in this commitment
- (3) Fully funded at closing. Five year fixed rate amortized ten years
- (4) Fully funded at closing. Three year fixed rate fully amortized

GUARANTOR(S):

- (1) Dean H Durand
- (2) Danny L Key
- (3) George B Herrington

SECURITY/COLLATERAL: Security Federal Bank shall receive a first priority perfected security interest in:

www.securityfederalbank.com

Main 803.641.3000

Toll Free 866.851.3000

700103

Custom Mechanical's (and its subsidiaries) assets, whether now owned or hereafter acquired (including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letter-of-credit rights, commercial tort claims, accounts receivable, furniture, fixtures, equipment and general intangibles, as such terms are defined under the Uniform Commercial Code).

If at any time the collateral value falls below the required value, the Borrower shall have fifteen (15) days in which to reduce the Credit Facility balance or increase the amount of collateral held to effect the required collateral value.

The priority of the lien and security interest granted in favor of Security Federal Bank shall be supported by such landlord and mortgagee waiver, warehousemen and bailee letters, third party consents, inter-creditor agreements and other agreements as shall be requested by Security Federal Bank in its sole discretion.

**REAL ESTATE
COLLATERAL:**

A second priority mortgage on real property owned by:

- (1) Dean H Durand, North Augusta, SC
- (2) Danny L Key, Clark Hill, SC
- (3) George B Herrington, Augusta, GA

A first priority mortgage on real property owned by:

Custom Mechanical, 120 Revco Road, North Augusta, SC

Such security interest in the real property shall be subject to such terms and conditions as the Bank may reasonably impose including, but not limited to, an appraisal, survey, title insurance (with all required endorsements) and environmental assessment, acceptable to Bank and its counsel.

The mortgage shall contain a waiver of statutory appraisal rights. Total appraised value of all real estate properties to be no less than \$992,000.

All loans to be cross collateralized and cross defaulted.

NEGATIVE PLEDGE:

For so long as the Credit Facilities shall remain in effect or any balance shall remain outstanding, Borrower covenants and agrees that it will not encumber, pledge or grant any lien (whether voluntary or involuntary) against any of its (personal) or (real) property. This obligation shall be evidenced by a written negative pledge agreement, in form and substance

acceptable to the Bank and recorded in the appropriate personal or real property records.

REQUIRED DEPOSITS:

The availability of the Credit Facilities shall be conditioned on Borrower maintaining its primary (deposit) (operating) accounts with the Bank. In the event the Borrower shall fail to maintain the required deposit balances with the Bank, the Bank reserves the right to adjust the applicable interest rate to maintain its required rate of return.

**CONDITIONS
PRECEDENT
TO CLOSING:**

The Bank's obligation to close and fund the Credit Facility shall be subject to satisfactory completion of the following conditions precedent:

- (i) The negotiation, execution and delivery of all loan documents including, but not limited to, the promissory note, loan agreement and related pledge and/or security agreements and appropriate resolutions and authorizations and supporting documents determined by the Bank to be necessary to the closing of the Credit Facilities.
- (ii) Receipt and satisfactory review of the consolidated (and consolidating) financial statements of the Borrower (and its subsidiaries) for the fiscal years ended 2003, 2004, and 2005, including balance sheets, income and cash flow statements and such other financial information as the Bank may request.
- (iii) No material adverse change shall have occurred (in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Borrower (and its subsidiaries taken as a whole) (or any guarantor of the Credit Facility).

OTHER CONDITIONS:

This commitment is subject to the maintenance by your company and all guarantors of a condition satisfactory to the bank and the execution of loan documents satisfactory to the bank. Examples of an unsatisfactory condition include, but are not limited to a change in management or ownership, an adverse change in financial condition, or any default on any obligation to the bank or to a third party.

The borrower shall not create, incur or permit to exist any mortgage, lien, security interest, pledge, charge, or other encumbrance against the listed property without the prior consent to the bank.

All information and representations made by the borrower and all guarantors are and will be at closing accurate.

Custom Mechanical Commitment

00105

FINANCIAL COVENANTS: Financial covenants to include (but not limited to):

Current Ratio: Maintain a Current Ratio of at least 1.25.

Current Ratio refers to current assets divided into current liabilities. Current assets and current liabilities is defined as those components of the balance sheet that can be converted to cash within a twelve (12) month operating cycle or are due and payable within this same period.

Account Receivable: Maintain a loan to value to not exceed sixty percent (60%) of available accounts receivable less sixty days plus inventory.

EXPENSES:

Borrower will pay all reasonable costs and expenses associated with the preparation, due diligence, administration and enforcement of all documentation executed in connection with the Credit Facilities, including, without limitation, Bank's attorneys' fees whether or not the Credit Facilities are closed.

FINAL AGREEMENT:

THIS WRITTEN COMMITMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

REPORTING REQUIREMENTS:

Annual Financial Statements. Within 30 days of Borrower's fiscal year end, Borrower's annual Financial statements, certified and dated by an authorized financial officer of Borrower.

Periodic Financial Statements. Within 15 days of the period's end including the last period in each Fiscal year. Borrower's monthly financial statements, certified and dated by an authorized financial officer of Borrower. These financial statements may be Borrower prepared.

Tax Returns. Copies of Borrower's federal income tax return, within 30 days of filing, and, if requested by Lender, copies of any extensions of the filing date.

Compliance Certificates. Within the periods provided in Annual and Periodic financial statements reporting above, a compliance certificate of Borrower signed by an authorized financial officer of Borrower setting forth (i) the information and computations (in sufficient detail) to establish that Borrower is in compliance with all financial covenants at the end of the period covered by the financial statements then being furnished and (ii) whether there existed as of the date of such financial statements and whether there exists as of the date of the certificate, any default under this Agreement and, if any such default exists, specifying the nature thereof and the action Borrower is taking and proposes to take with respect thereto.

77106

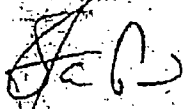
Custom Mechanical Commitment
3/20/06
Page Five

Commitment Fee.

Upon acceptance of this commitment, Borrower agrees to pay a commitment fee of \$2,500.

If this commitment is acceptable to the Borrower, please indicate by signing in the appropriate space below and return this copy to my attention. If the commitment is not accepted by March 29, 2006 and closed by April 27, 2006, this commitment is null and void.

Sincerely,

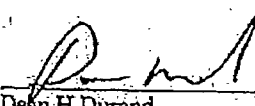


H. Stanley Price
Vice President

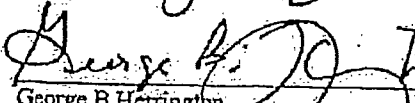
Custom Mechanical

Accepted Custom Mechanical this the 28th day of March, 2006

Guarantors:

 (SEAL)
Dean H Durand

 (SEAL)
Danny L Key

 (SEAL)
George B Herrington

00107

EXHIBIT B

CUSTOM MECHANICAL CSRA LLC 120 REVCO RD N AUGUSTA SC 29841	SECURITY FEDERAL BANK 1705 WHISKEY RD BOX 810 AIKEN SC 29803	Loan Number: <u>5151003562</u> Date: <u>06/20/06</u> Maturity Date: <u>06/20/07</u> Loan Amount: <u>750,000.00</u> Renewal Of: _____
BORROWER'S NAME AND ADDRESS "I" includes each borrower, spouse, joint and severally.	LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of SEVEN HUNDRED FIFTY THOUSAND & NO/100 Dollars \$ 750,000.00

☐ Single Advance: I will receive all of this principal sum on _____, No additional advances are contemplated under this note.
☒ Multiple Advances: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 06/20/06

I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are AS APPROVED BY THE BANK AND RESTRICTED TO FINANCIAL COVENANTS AS OUTLINED IN COMMITMENT LETTER DATED MARCH 23, 2006

☒ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on JUNE 20, 2007.

☐ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JUNE 20, 2006 at the rate of 8.0000 % per year until the index rate changes

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be .0000 the following index rate: EQUAL TO HIGHEST PRIME RATE PUBLISHED IN THE MONEY SECTION OF WALL STREET JOURNAL

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as _____
A change in the interest rate will take effect The Same Day The Index Changes

☒ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCUAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% OF THE SCHEDULED PAYMENT.

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: \$2500-ORIG; \$975 APPRAISAL; \$43.50 FLOOD CERTIFICATION

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest Monthly Beginning - JULY 20, 2006

☒ Principal: I agree to pay the principal At Maturity - JUNE 20, 2007

☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

ADDITIONAL TERMS:

☒ SECURITY: This note is separately secured by (describe separate document by type and date):
3 REM'S DATED 06/20/06 ON 3 PROPERTIES;
UCCI DATED 06/20/06 ON ALL LOAN AGREEMENT
DATED 06/20/06 SECURITY AGREEMENT DATED
06/20/06 JOINT GUARANTEES DTD 06/20/06
OTHER COLLATERAL IN MY POSSESSION AND FAILURE TO ACT AS SEPARATE SECURITY AGREEMENT DOES NOT MEAN THE AGREEMENT WILL NOT SECURE THIS NOTE.

Signature for Lender

STAN PRICE
COMMERCIAL LN. OFCR

PURPOSE: The purpose of this loan is WORKING CAPITAL LOC

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

CUSTOM MECHANICAL CSRA LLC

DANNY L. KEY, MANAGING MEMBER

GEORGE B. HERRINGTON, MEMBER

DEAN R. DURAND, MEMBER

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
CUSTOM MECHANICAL CSRA LLC 120 REVCO RD N AUGUSTA SC 29841	Security Federal Bank 1705 Whiskey Rd Box 810 Aiken, SC 29803
Type: ☐ Individual ☐ Partnership ☐ Corporation ☒ Limited Liability Company State of organization/registration (if applicable): <u>SOUTH CAROLINA</u> ☐ If checked, refer to addendum for additional Debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is JUNE 20, 2006.

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC (Borrower) owes to Secured Party:

☐ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

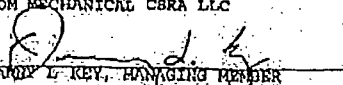
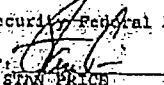
- ☒ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.
- SECURITY INTEREST.** To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accretions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.
- PROPERTY DESCRIPTION.** The Property is described as follows:
- ☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
 - ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
 - ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
 - ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
 - ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchisees, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
 - ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
 - ☐ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
 - ☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
 - ☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
 - ☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
 - ☐ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

REAL ESTATE MORTGAGE/SECURITY DEED DATED JUNE 20, 2006
ON PROPERTY AND IMPROVEMENTS AS FOLLOWS:

- 1) CAROLINA IN THE NAME OF DANIEL L. KEY IN THE AMOUNT OF \$74,000, EDGEFIELD COUNTY, SOUTH GEORGIA IN THE
- 2) NAME OF GEORGE B. HARRINGTON IN THE AMOUNT OF \$70,000, Aiken County, South
- 3) CAROLINA IN THE NAME OF DEAN H. DURAND IN THE AMOUNT OF \$550,000 FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT DATED JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW EXISTING OR HEREFTER ACQUIRED.

*** THIS COLLATERAL ALSO SECURES LOAN # 3570

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ purposes.

DEBTOR	SECURED PARTY
CUSTOM MECHANICAL CSRA LLC By:  DANIEL L. KEY, MANAGING MEMBER By: _____	Security Federal Bank By:  STAN PRICE COMMERCIAL LN. OFCR

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor shall remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. This is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision shall be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days' notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) either data previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is shared of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debt. The Property has not been used for any purpose that would violate any law or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (other than the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, maintain, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amount Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debt. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party requires the Property in damaged condition, Debtor's rights to any insurance proceeds and proceeds will pass to Secured Party to the extent of the Secured Debt. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debt, the Property purchased with the Secured Debt will remain subject to Secured Party's security interest until the Secured Debt is paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debt;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debt or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a prehearing hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debt immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of perfecting the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debt.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debt. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's act or omission where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days' prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

101158

Commercial Loan Credit Memo

SECURITY FEDERAL BANK

Date 8/7/08Borrower Custom Mechanical CSRA, LLCGuarantors 1 Danny Key 2 Bo Harrington 3 Dean Durand

Amount \$ (1) \$750M (2) \$434M Fee \$ 2500 Fixed Rate _____ % Adjustable Rate _____ %

(1) PFL (2) 7.50% FIXED

Index _____ Margin _____ % Annual Cap _____ % Floor _____ % Ceiling _____ %

To Adjust: As Index Changes _____ Monthly _____ Quarterly _____ Annually _____ Other _____

Term (1) ANNUAL (2) 5 YEAR FIXED, 10 YEAR AMORTIZATION

Purpose (1) WORKING CAPITAL LOC (2) PERMANENT WORKING CAPITAL Renewal: Yes _____ No _____ Times Renewed _____

Spec _____ Pre Sold _____ Buyer Loan Status _____ Original Purpose _____ Amt \$ _____

Method of Repayment (1) INTEREST MONTHLY (2) MONTHLY P&I

Source of Repayment Sales _____ If Renewal, Original Source _____

Secondary Source of Repayment Asset Liquidation

Collateral	1 2 nd REM 414	2 2 nd REM 161	3 2 nd REM 5133	4 FF&E, A/R, INV	5
	River North	Woodlawn	Pamell Way		
Land Cost	\$	\$	\$	\$	\$
Improvement Cost	\$	\$	\$	\$	\$
Other Cost	\$	\$	\$	\$	\$
Total Cost	\$	\$	\$	\$	\$
Appraiser's Name	McNoll	May Appraisal	May Appraisal		
Cost Approach	\$ 780,562	\$ 144,100	\$ 232,700	\$	\$
Market Approach	\$ 650,000	\$ 144,000	\$ 232,800	\$	\$
Income Approach	\$ N/A	\$ N/A	\$ N/A	\$	\$
Market Value	\$ 650,000	\$ 144,000	\$ 232,800	\$ 1,167,669	\$
Loan Officer Value	\$ 650,000	\$ 144,000	\$ 232,800	\$ 1,167,669	\$
Other Liens Pre Ln	\$ 267,553	\$ 70,000	\$ 154,000	\$ 500,000	\$
Other Liens Post Ln	\$ 100,000	\$ 70,000	\$ 154,000	\$ 0	\$

Total Other Liens Post Loan \$ 324,000 Plus This Loan \$ 1,164,000 Divided by:

Cost \$ _____ = _____ % Mkt Val \$ 2,184,469 = 69 % Ln Off Val \$ 2,184,469 = 69 %

Absorption Rate _____ Release Provisions _____

Lease Summary and Vacancy Rates _____

Explanation of Loan Officer Value REAL ESTATE = APV / #4 ABOVE = A/R + NET FIXED ASSETS - APV 5/31/08

INTERIM F/S

Primary Depository Bank SECURITY FEDERAL

Financial Statements:

	Borrower				
Statement Date:	Pre Loan	Post Loan	DEAN DUR	Guarantors	G HERR
	12/31/05		8/24/05	D. KEY	2/23/06
				3/14/06	
Cash	\$ -71,000	\$	\$ 180,000	\$ 5,000	\$ 9,500
Other Current Assets	\$ 978,000	\$	\$ 305,000	\$ 100,000	\$ 86,000
Total Assets	\$ 1,283,000	\$	\$ 1,405,000	\$ 370,000	\$ 428,509
Current Liabilities	\$ 838,000	\$	\$	\$	\$
Total Liabilities	\$ 1,210,000	\$	\$ 275,000	\$ 120,000	\$ 179,197
Net Worth	\$ 65,000	\$ SAME	\$ 1,130,000	\$ 250,000	\$ 240,303
Realizable NW	\$	\$	\$	\$	\$

Security Federal Debt:

Consumer	\$	\$	\$ 100,000	\$	\$
Real Estate	\$ 167,553	\$	\$	\$	\$
Custom Machine	\$ 437,511	\$ 185,283	\$ 372,473	\$ 185,283	\$ 185,283
Custom Mechanical	\$	\$	\$ 105,283	\$	\$
This Loan	\$	\$ 1,164,000	\$ 1,164,000	\$ 1,164,000	\$ 1,164,000
Total Exposure	\$ 602,886	\$ 1,369,283	\$ 1,841,756	\$ 1,369,283	\$ 1,369,283
Total Unsecured	\$ 250,050	\$ 0	\$ 0	\$ 0	\$ 0

	Builder Inventory Address	% Comp	Lender	Date	Loan Balance	Status
1						
2						
3						
4						
5						
6						
7						
8						
9						

11159

Income and Expense:	FYE	12/31/03	FYE	12/31/04	FYE	12/31/05	Post Loan
Gross Income	\$	1,450m	\$	1,919m	\$	5,023m	\$
Cost of Goods Sold	\$	1,194m	\$	1,658m	\$	4,212m	\$
Depreciation	\$	22m	\$	25m	\$	35m	\$
Rent	\$		\$		\$		\$
Interest Expense	\$	13m	\$	26m	\$	30m	\$
Other Expense	\$		\$		\$		\$
Net Income Before Tax	\$	(39m)	\$	14m	\$	229m	\$
Income Tax	\$		\$		\$		\$
Net Income After Tax	\$	(39m)	\$	14m	\$	229m	\$
Trade References:							
1 G S US						35m	
2 G S US						30m	
3 G S US						204m	204m
4 G S US						117,360	167,280
						2.51 to 1	1.78 to 1

Guarantor's Income:	Credit Report	BNI	Y/E	/	/	Y/E	/	/	Y/E	/	/
Dann Durand											
1 Personal Income	3/15/06	294	\$			\$			\$	115,380	
Total Personal Debt Service									\$	18,204	
Personal Debt Service to Income Ratio										16	%
Danny Key											
2 Personal Income	2/27/06	289	\$			\$			\$	85,000	
Total Personal Debt Service									\$	27,792	
Personal Debt Service to Income Ratio										33	%
Bo Harrington											
3 Personal Income	3/15/06	297	\$			\$			\$	108,427	
Total Personal Debt Service									\$	16,966	
Personal Debt Service to Income Ratio										15.65	%

Strengths Positive Growth trends, Satisfactory DSC, moved primary DDA relationship to SFB, Current relationship with Dann Durand; Custom Machine
Line of Credit to be limited to no more than 60% LTV of Accounts Rec. and Inventory monthly, verified through inhouse prepared Financial statements

Weaknesses Growing in excess of capacity, economic downturn, some collateral values tied to customer performance

Conditions for Loan Approval Financial Covenants to include: LOC to be limited to no more than 60% LTV of Accts. Rec. less 60 days and inventory verified monthly through inhouse prepared fin. Stmts. Maintain a current ratio of 1.25.
Requesting to waive title insurance on personal residences. Personal residences are taken as an abundance of caution.

This CLCM IS A MODIFICATION OF A PREVIOUS CLCM DATED 3/16/06 AND REVISED ON 3/23/06.

Satisfactory Appraisal On: 1 ☒ 2 ☒ 3 ☒ 4 ☐ 5 ☐
Life Insurance in the Amount of \$ On: 1 ☐ 2 ☐ 3 ☐
Disability Insurance in the Amount of \$ On: 1 ☐ 2 ☐ 3 ☐
Minimum Inventory Maintenance in the Amount of: \$
☐ Lease Assignment ☐ Inventory Repurchase Agreement ☐ Bulk Sales Act
☐ Franchise Transfer Approval ☐ Landlord Waiver ☐ Title Insurance
☒ Commitment Letter ☐ Assignment of Construction Docs ☐ Engineer Report
☐ Environmental Test ☐ Bond

Recommended By: STAN PRICE Date 6/7/06

Loan Committee Action:

Approved as Recommended ☒ Approved with Changes ☐ Disapproved ☐ Date 6/8/06

Changes

x
x
x

x
x
x

EXHIBIT C

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
CUSTOM MECHANICAL CSRA LLC 120 REVCO RD N AUGUSTA SC 29841	Security Federal Bank 1705 Whiskey Rd Box 810 Aiken, SC 29803
Type: ☐ Individual ☐ Partnership ☐ Corporation ☒ Limited Liability Company State of organization/registration (if applicable): <u>SOUTH CAROLINA</u> ☐ If checked, refer to addendum for additional Debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is JUNE 20, 2006
 SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC (Borrower) owes to Secured Party:
☐ Specific Debts. The following debts and all extensions, renewals, refundings, modifications, and replacements (describe):

☒ All Debts. All present and future debt, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.
 SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and additions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, periods and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacement; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of credit, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

REAL ESTATE MORTGAGE/SECURITY DEED DATED JUNE 20, 2006
 ON PROPERTY AND IMPROVEMENTS AS FOLLOWS:

- 1) SOUTH CAROLINA IN THE NAME OF DANNY L KEY IN THE AMOUNT OF \$74,000.
 - 2) COLUMBIA COUNTY, GEORGIA IN THE NAME OF GEORGE B WASHINGTON IN THE AMOUNT OF \$78,000.
 - 3) NORTH AUGUSTA, AIKEN COUNTY, SOUTH CAROLINA IN THE NAME OF DEAN H DURAND IN THE AMOUNT OF \$550,000.
- FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT DATED JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW EXISTING OR HEREAFTER ACQUIRED.

*** THIS COLLATERAL ALSO SECURES LOAN # 3570

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

SIGNATURES, Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.	SECURED PARTY
DEBTOR CUSTOM MECHANICAL CSRA LLC By: <u>DANNY L KEY, MANAGING MEMBER</u> By: _____	SECURED PARTY Security Federal Bank By: <u>STAN BRICE</u> <u>COMMERCIAL LN. OFCR</u>

171261

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debt. The Property has not been used for any purpose that would violate any law or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will not allow taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in any for Secured Party, and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned item. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party if Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any land proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, settle, and otherwise assist Secured Party in connection with gaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amount Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debt. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debt. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverage not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligation to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debt, the Property purchased with the Secured Debt will remain subject to Secured Party's security interest until the Secured Debt is paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debt;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debt or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a prehearing hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debt immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debt.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debt. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days' prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certificates Secured Party considers necessary to perfect, maintain, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

11162

CUSTOM MECHANICAL CSRA LLC
120 REVCO RD
N AUGUSTA SC 29841

SECURITY FEDERAL BANK
1705 WHISKEY RD BOX 810
AIKEN SC 29803

Loan Number 3562
Date 06/20/06
Maturity Date 06/20/07
Loan Amount \$ 750,000.00
Renewal Of

BORROWER'S NAME AND ADDRESS
T Indicate each borrower's name, last and first.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of Seven hundred fifty thousand & no/100 Dollars \$ 750,000.00

☐ Single Advance: I will receive all of this principal sum on 06/20/06. No additional advances are contemplated under this note.

☒ Multiple Advance: This principal sum shown above is the maximum amount of principal I can borrow under this note. On 06/20/06 I will receive the amount of \$ 750,000.00 and future principal advances are contemplated.

Conditions: The conditions for future advances are AS APPROVED BY THE BANK AND RESTRICTED TO FINANCIAL COVENANTS AS OUTLINED IN COMMITMENT LETTER DATED MARCH 23, 2006

☒ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on JUNE 20, 2007

☐ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JUNE 20, 2006 at the rate of 8.0000 % per year until the index rate changes

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be .0000 the following index rate: EQUAL TO HIGHEST PRIME RATE PUBLISHED IN THE MONEY SECTION OF WALL STREET JOURNAL

☐ No Index: The future rate will not be subject to any financial or external index. It will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as

A change in the interest rate will take effect The Same Day The Index Changes

☒ Limitations: During the term of this loan, the applicable annual interest rate will not be more than 8.0000 % or less than 0.0000 % each.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a ACTUAL/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% OF THE SCHEDULED PAYMENT.

☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☒ are not included in the principal amount above: \$2500 ORIG; \$975 APPRAISAL; \$43.50 FLOOD CERTIFICATION

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest Monthly Beginning - JULY 20, 2006

☒ Principal: I agree to pay the principal At Maturity - JUNE 20, 2007

☐ Installments: I agree to pay this note in 12 payments. The first payment will be in the amount of \$ 62,500.00

and will be due Monthly. A payment of \$ 62,500.00 will be due Monthly thereafter. The final payment of the entire

unpaid balance of principal and interest will be due At Maturity - JUNE 20, 2007

ADDITIONAL TERMS:

RENEWAL

☒ SECURITY: This note is separately secured by (describe separate document by type and date)
3 REM: DATED 06/20/06 ON 3 PROPERTIES;
UGCL DATED 06/20/06 ON ALL LOAN AGREEMENT;
DATED 06/20/06 SECURITY AGREEMENT DATED
06/20/06 PERSONAL GUANTERS DTD 06/20/06
(THIS SECTION IS FOR INTERNAL USE. FAILURE TO SET SEPARATE SECURITY DOCUMENT DOES NOT VOID THE AGREEMENT, BUT MAY VIOLATE LAWS.)

Signature for Lender

STAN PRICE
COMMERCIAL LN. OFFER

PURPOSE: The purpose of this loan is WORKING CAPITAL LOC

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

CUSTOM MECHANICAL CSRA LLC

DANNY L. KEY, MANAGING MEMBER

GEORGE L. HERRINGTON, MEMBER

DEAN H. DURAND, MEMBER

100163

547

EXHIBIT D

CUSTOM MECHANICAL CSRA LLC 120 REVOO RD N AUGUSTA SC 29841	SECURITY FEDERAL BANK 1705 WHISKEY RD BOX 810 AIKEN SC 29803	Loan Number <u>3570</u> Date <u>06/20/06</u> Maturity Date <u>06/20/11</u> Loan Amount \$ <u>434,000.00</u> Renewal Of _____
BORROWER'S NAME AND ADDRESS "You" means each borrower shown, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of *****
Four hundred thirty four thousand & no/100 Dollars \$ 434,000.00

- ☒ Single Advance: I will receive all of this principal sum on 06/20/06. No additional advances are contemplated under this note.
☐ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

- ☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____

- ☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JUNE 20, 2006 at the rate of 7.5000 % per year until JUNE 20, 2011

- ☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

- ☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

- ☐ Frequency and Timing: The rate on this note may change as often as _____

A change in the interest rate will take effect _____

- ☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

- ☐ The amount of each scheduled payment will change. ☐ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a Actual/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

- ☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

- ☐ at a rate equal to _____

- ☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% OF THE SCHEDULED PAYMENT.

- ☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above:

PAYMENTS: I agree to pay this note as follows:

- ☐ Interest: I agree to pay accrued interest _____

- ☐ Principal: I agree to pay the principal _____

- ☒ Installments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 5,153.16

and will be due JULY 20, 2006. A payment of \$ 5,153.16 will be due _____

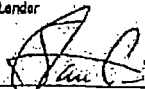
Monthly

unpaid balance of principal and interest will be due JUNE 20, 2011 thereafter. The final payment of the entire

ADDITIONAL TERMS: 120 MONTH AMORTIZATION WITH A 60 MONTH BALLOON

☒ SECURITY: This note is separately secured by (describe separate document by type and date):
3 REMS DATED 06/20/06 ON 3 PROPERTIES
UCC1 DATED 06/20/06 ON ALL LOAN AGREEMENT
DATED 06/20/06 SECURITY AGREEMENT DATED
06/20/06 PERSONAL GUARANTEES DTD 06/20/06
(If the section is for your personal use, failure to file a separate security document does not mean the agreement will not secure this note.)

Signature for Lender



STAN PRICE
COMMERCIAL LN. OFCR

PURPOSE: The purpose of this loan is
PERMANENT WORKING CAPITAL

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

CUSTOM MECHANICAL CSRA LLC

DANNY L. KEY, MANAGING MEMBER

100165

© 1994, 1991 Sartre Systems, Inc., St. Cloud, MN (1-800-367-2341) Form UN-SC 1/10/94

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
CUSTOM MECHANICAL CSRA LLC 126 KEVCO RD N AUGUSTA SC 29841	Security Federal Bank 1705 Whiskey Rd Box 810 Aiken, SC 29803
Type: ☐ individual ☐ partnership ☐ corporation ☒ Limited Liability Company State of organization/registration (if applicable) <u>SOUTH CAROLINA</u> ☐ If checked, refer to addendum for additional Debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is JUNE 20, 2006
 SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debt that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC

(Borrower) over to Secured Party:

☐ Specific Debts. The following debt and all extensions, renewals, refinancings, modifications, and replacements (describe):

☒ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.
SECURITY INTEREST. To secure the payment and performance of the Secured Debt, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debt is paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ Farm Products and Supplies: All farm products, including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

REAL ESTATE MORTGAGE/SECURITY DEED DATED JUNE 20, 2006
 ON PROPERTY AND IMPROVEMENTS AS FOLLOWS:
 1) CAROLINA IN THE NAME OF DANNY L KEY IN THE AMOUNT OF \$74,000
EDGEFIELD COUNTY, SOUTH
 2) COLUMBIA COUNTY, GEORGIA IN THE
NAME OF GEORGE D HEP INC IN THE AMOUNT OF \$78,800
AIKEN COUNTY, SOUTH
 3) CAROLINA IN THE NAME OF DEAN H DURAND IN THE AMOUNT OF \$550,000
 FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT DATED
 JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, ACCT
 ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL
 INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW EXISTING OR
 HEREFTER ACQUIRED.
 *** THIS COLLATERAL ALSO SECURES LOAN #5151003562

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

DEBTOR	SECURED PARTY
CUSTOM MECHANICAL CSRA LLC By: <u>DANNY L KEY, MANAGING MEMBER</u> By: _____	Security Federal Bank By: <u>EDAN PRICE</u> <u>COMMERCIAL LN. OFCR</u>

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. There is no intent to create.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide notification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debt. The Property has not been used for any purpose that would violate any law or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debt. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debt. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligation to make payment or otherwise tender performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debt, the Property purchased with the Secured Debt will remain subject to Secured Party's security interest until the Secured Debt is paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan; if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debt;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debt or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a pre-seizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debt immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debt.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debt. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, maintain, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT E

CUSTOM MECHANICAL CSRA LLC
120 KEVCO RD
N AUGUSTA SC 29841

SECURITY FEDERAL BANK
1705 WHISKEY RD BOX 610
AIKEN SC 29803

Loan Number 3570
Date 06/20/06
Maturity Date 06/20/11
Loan Amount \$ 434,000.00
Renewal Of _____

BORROWER'S NAME AND ADDRESS
"I" includes each borrower shown, jointly and severally.

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of *****
Four hundred thirty four thousand & no/100 Dollars \$ 434,000.00

☒ Single Advance: I will receive all of this principal sum on 06/20/06. No additional advances are contemplated under this note.

☐ Multiple Advances: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from JUNE 20, 2006 at the rate of 7.5000 % per year until JUNE 20, 2011.

☐ Variable Rate: This rate may then change as stated below.

☐ Index Rate: The future rate will be _____ the following index rate: _____

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ Frequency and Timing: The rate on this note may change as often as _____
A change in the interest rate will take effect _____

☐ Limitations: During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

ACCURAL METHOD: Interest will be calculated on a Actual/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% OF THE SCHEDULED PAYMENT.

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

☐ Interest: I agree to pay accrued interest _____

☐ Principal: I agree to pay the principal _____

☒ Installments: I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 5,153.16 and will be due JULY 20, 2006. A payment of \$ 5,153.16 will be due _____

Monthly.

thereafter. The final payment of the entire

unpaid balance of principal and interest will be due JUNE 20, 2011

ADDITIONAL TERMS: 120 MONTH AMORTIZATION WITH A 60 MONTH BALLOON

~~PAID~~

RENEWAL

☒ SECURITY: This note is separately secured by (describe separate document by type and date)
3 REM'S DATED 06/20/06 ON 3 PROPERTIES
UCC1 DATED 06/20/06 ON ALL LOAN AGREEMENT
DATED 06/20/06; SECURITY AGREEMENT DATED
06/20/06; PERSONAL GUARANTEES DTD 06/20/06
(This section is for your internal use. Failure to fill a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is PERMANENT WORKING CAPITAL

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

CUSTOM MECHANICAL CSRA LLC

DAIRY L KEY, MANAGING MEMBER

Signature for Lender

[Signature]

STAN PRICE
COMMERCIAL LN. OFCR

You or your heirs, assigns and successors agree that this note is made pursuant to the law of the state of South Carolina and that the law of the state of South Carolina will govern the interpretation of this note. Any term of this note which is contrary to applicable law will not be effective. Unless the law permits you and me to agree to such a variation, if any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

INTEREST: Interest accrues on the principal (something unpaid) from time to time, until paid in full. If receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance, the interest rate in effect on this note at any given time will be the rate the lender has advanced at that time. Notwithstanding anything to the contrary, do not agree to pay interest on the principal advance any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity), if any notice of interest accrual is sent and is in error, we mutually agree to correct it, and we mutually agree to pay interest then allowed by law and this agreement, you agree to pay and

ACCRUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculation interest.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other payments to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat these payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

(1) any deposit account balance I have with you;
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
(3) any repurchase agreement or other repurchase obligation.

My right to receive money from you is also owned by someone who isn't agreed to pay this note. Your right of set-off will apply to my note in the obligation, and to any other amounts I could withdraw on request or endorsement. Your right of set-off does not apply to amounts of other obligation where my rights are only as a co-obligative; it also does not apply to any individual Retirement plan or other tax-deferred retirement account.

ESTATE OF _____, _____, If this note is secured by real property or a real estate interest, the existence of a default under the terms of the note shall be determined by applicable law and to the extent not prohibited by law and not contrary to the public policy of the jurisdiction, by the "Default" and "Acceleration" provisions herein.

REMEDIES; If I am in default on this note you have, but are not limited to, the following remedies:

12) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

14. You may refuse to make advances to me or allow purchases on credit by me.

rent to be a default, you do not waive your right to later consider the rent as a default. If it continues or becomes worse,

ALVER: I give up my right to require you to do certain things. I will not
 judge you to:

I waive any defenses I have based on suretyship or impairment of collateral.

form of a separate guarantee or endorsement. You may also make, or anyone else who is obligated on this note, or any number of us

Any extension of now credit to any of us, or renewal of this note by

portion of the note or debt, from time to time without limit or notice for any term without affecting my liability for payment of the note. I

DISCLOSURE INFORMATION: I agree and authorize you to obtain credit information about me from time to time from Experian, Inc. and its affiliates.

the financial information and information provided to you, we or will
accurate, correct and complete:

by mailing it first class to your address stated on page 1 of this
statement, or to any other address that you have designated.

For a business purpose I agree to waive the right to five days' notice

[Faint, illegible text at the bottom of the page]

DEBTOR NAME AND ADDRESS

CUSTOM MECHANICAL CSRA LLC

120 REVCO RD
N AUGUSTA SC 29841

SECURED PARTY NAME AND ADDRESS

Security Federal Bank
1705 Whiskey Rd Box 810
Aiken, SC 29803Type: ☐ Individual ☐ partnership ☐ corporation ☒ Limited Liability Company
State of organization/registration (if applicable) SOUTH CAROLINA
☐ If checked, refer to addendum for additional Debtors and signatures.

RENEWAL

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is JUNE 20, 2006SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC

(Borrower) owes to Secured Party:

☐ Specific Debt. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

☒ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is related to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances. SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and attachments to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all items) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, orders of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

REAL ESTATE MORTGAGE/SECURITY DEED DATED JUNE 20, 2006
ON PROPERTY AND IMPROVEMENTS AS FOLLOWS:

- 1) CAROLINA IN THE NAME OF DANNY L. KEY IN THE AMOUNT OF \$74,000;
 - 2) CAROLINA IN THE NAME OF RICHARD L. KEY IN THE AMOUNT OF \$74,000;
 - 3) NAME OF RONCE HERRINGTON IN THE AMOUNT OF \$78,000;
 - 4) CAROLINA IN THE NAME OF DENN D. DURAND IN THE AMOUNT OF \$550,000
- FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT DATED JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW EXISTING OR HEREFTER ACQUIRED.
- *** THIS COLLATERAL ALSO SECURES LOAN # 3562

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

CUSTOM MECHANICAL CSRA LLC

By: DANNY L. KEY, MANAGING MEMBER

By: _____

SECURED PARTY

Security Federal Bank

By: STAN PRIDE
COMMERCIAL LN. OFCR

100175

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum for resolution of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debt. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, to trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, list of account debtors (showing names, addresses, and amounts owing), invoices, applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any of the proceeds for a purpose that will contribute to excessive erosion, depletion of the soil, or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property. Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debt. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party requires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debt. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debt, the Property purchased with the Secured Debt will remain subject to Secured Party's security interest until the Secured Debt is paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan. If any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debt;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debt or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a prehearing hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debt immediately due and accrete interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debt.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debt. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's liens on the Property.

100176

EXHIBIT F



March 15, 2007

Custom Mechanical CSRA, LLC
120 Revco Rd
North Augusta SC 29841

Dear Danny,

Security Federal Bank ("Bank") is pleased to offer a commitment for the following:

(1) Revolving Line of Credit loan in the amount of One Million Two Hundred Thousand Dollars and Zero Cents (\$1,200,000.00)

(2) Term Loan in the amount of One Million Two Hundred Nine Thousand Dollars and Zero Cents (\$1,209,000.00)

to Custom Mechanical CSRA, LLC ("Borrower"), subject to the following terms and conditions:

Documents: All required reports and documents must be acceptable to the Bank.

Borrowing Authorization: Borrower shall furnish the bank with a borrowing resolution, authorizing the loan. Borrower shall provide the Bank with a copy of its organizational documents, which shall include its Articles of Incorporation, By-Laws, operating agreements, corporate resolution, if required.

Guarantor(s): This loan shall be guaranteed by Dean H Durand, Danny L Key and George B Herrington.

Purpose: Loan proceeds shall be used for the following:

(1) Working Capital LOC

(2) Permanent Working Capital

Interest Rate (per annum): The Bank's prime rate plus 2.00 % adjusted as the prime rate changes.

Origination Fee: A \$12,000.00 non-refundable origination fee is to be paid with the acceptance of this commitment.

www.securityfederalbank.com

Main 803.641.3000

Toll Free 866.851.3000

000296

Page 2

Repayment Terms:

- (1) Interest payable monthly on the outstanding principal balance.
- (2) Amortized over 60 months, monthly payments of principal and interest. Should the interest rate adjust, the monthly payment may change to retain the original amortization period. Option to renew at maturity will be based on the Borrower's and Guarantor's financial condition and the Bank's underwriting criteria at that time.

Prepayment Penalty: There shall be no prepayment penalty throughout the term of the loan if the loan is prepaid from an outside source of financing.

Collateral: This loan shall be secured by:

All assets of Custom Mechanical CSRA, LLC (and its subsidiaries) whether now owned or hereafter acquired (including, without limitation, goods, accounts, deposit accounts, contracts, works in process, investment property, instruments, chattel paper, documents, letter-of-credit rights, commercial tort claims, accounts receivable, furniture, fixtures, equipment and general intangibles, as such defined under the Uniform Commercial Code).

A second priority mortgage on real property owned by:

- (1) Dean H Durand North Augusta, SC
- (2) Danny L Key , Clarks Hill, SC (3rd mortgage)
- (3) George B Herrington Augusta, GA

Real Estate now owned or hereafter acquired by Custom Mechanical CSRA, LLC and guarantors.

Negative Pledge: For so long as the Credit Facilities shall remain in effect or any balance shall remain outstanding. Borrower covenants and agrees that it will not encumber, pledge or grant any lien (whether voluntary or involuntary) against any of it (personal) or (real) property.

Flood Certification: The Bank will require flood insurance if any or part of the improvements is determined to be in a flood plain.

Insurance: Borrower shall provide hazard for all collateral and liability for real estate insurance policies naming the Bank as loss payee.

Page 3

Financial Information: The Borrower and corporate guarantors shall provide profit and loss statements and balance sheets for the current and previous three (3) years and tax returns for the previous three (3) years. Personal guarantors shall provide a current financial statement and tax returns for the previous three (3) years. Current financial statements and tax returns will be required annually from all parties.

Financial Covenants: Financial covenants to include (but not limited to):

Current Ratio: maintain a current ratio of at least 1.25. Current ratio refers to current assets divided into current liabilities. Current assets and current liabilities are defined as those components of the balance sheet that can be converted to cash within a twelve (12) month operating cycle or are due and payable within this same period.

Account Receivable: Maintain a loan to value to not exceed sixty percent (60%) of available accounts receivable less sixty days plus inventory.

Banking Relationship: The Borrower will be required to maintain their primary depository banking relationship with the Bank during the life of this loan.

Non-Assignability: This commitment cannot be assignable by the Borrower.

Confidentiality: Borrower agrees to keep the contents of this letter confidential.

Voidability: This commitment shall become null and void if any of the following occur:

1. Any material adverse change in Borrower's or guarantors' financial condition.
2. Any change in management or ownership of the Borrower.
3. Any disposition of a material portion of any of the Borrower's or guarantors' assets.
4. Any breach of the terms of this commitment.
5. Any default on a present loan by the borrower or guarantor.

Indemnification: Borrower agrees to hold the Bank harmless and indemnify the Bank from and against any and all claims, damages, liabilities, and expenses which may be incurred by or given against the Bank in connection with any proceeding arising out of this loan commitment. This also applies to the Borrower's use of proceeds.

Page 4

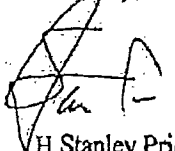
Errors & Omissions: Bank reserves the right to change this commitment letter if certain requirements were unintentionally omitted.

WAIVER OF APPRAISAL RIGHTS: The laws of South Carolina provide that, in any real estate foreclosure proceedings, a defendant against whom a personal judgment is taken or asked, may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The satisfactory appraised value as approved by the court would be substituted for the high bid and may decrease the amount of the deficiency owing in connections with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEAN THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISAL VALUE OF THE MORTGAGED PROPERTY.

If this loan commitment is acceptable, please sign and return one of the original commitment letters. This commitment shall expire if it is not signed and returned by March 23, 2007, unless the Bank extends it in writing. This loan shall close on or before March 30, 2007.

We sincerely appreciate the opportunity to offer this commitment to you and we look forward to serving your banking needs. Please give me a call if you have any questions or comments.

Sincerely,



H Stanley Price
Senior Vice President
Augusta Area Executive

Page 5

The above-mentioned terms and conditions of this commitment letter are hereby accepted this 15 day of March, 2007.

Custom Mechanical CSRA, LLC

By:

Danny L Key

Titles:

Managing Member

Guarantors

Danuy & Key

Dean H Durand

George B. Herrington

EXHIBIT G

CUSTOM MECHANICAL CSRA LLC 120 REVCO RD N AUGUSTA SC 29841 BORROWER'S NAME AND ADDRESS "Includes each borrower there, joint and several."	SECURITY FEDERAL BANK 1705 WHISKEY RD BOX 810 AIKEN SC 29803 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	Loan Number <u>5419</u> Date <u>03/20/07</u> Maturity Date <u>04/05/12</u> Loan Amount \$ <u>1,209,000.00</u> Renewal Of _____

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of *****
 one million two hundred nine thousand & no/100 Dollars \$ 1,209,000.00

☒ **Single Advance:** I will receive all of this principal sum on 03/20/07. No additional advances are contemplated under this note.
☐ **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____
 I will receive the amount of \$ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are _____

☐ **Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____

☒ **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

INTEREST: I agree to pay interest on the outstanding principal balance from MARCH 20, 2007 at the rate of 10.25 %
 per year until APRIL 05, 2012

☐ **Variable Rate:** This rate may then change as stated below.

☐ **Index Rate:** The future rate will be _____ the following index rate: _____

☐ **No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

☐ **Frequency and Timing:** The rate on this note may change as often as _____

A change in the interest rate will take effect _____

☐ **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than _____ % or less than _____ %
 The rate may not change more than _____ % each _____

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☐ The amount of each scheduled payment will change.

☐ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____

☒ **LATE CHARGE:** If a payment is not made within 10 days after it is due, I agree to pay a late charge of _____
5.00% OF THE SCHEDULED PAYMENT.

☐ **ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

☐ Interest: I agree to pay accrued interest _____

☐ Principal: I agree to pay the principal _____

☒ **Installments:** I agree to pay this note in 60 payments. The first payment will be in the amount of \$ 26,048.13
 and will be due MAY 05, 2007. A payment of \$ 26,048.13 will be due _____

Monthly thereafter. The final payment of the entire
 unpaid balance of principal and interest will be due APRIL 05, 2012

ADDITIONAL TERMS: _____

☒ **SECURITY:** This note is separately secured by (describe separate document by type and date):
SECURITY AGREEMENT DATED MARCH 20, 2007

(This section is for your internal use. Failure to file a separate security document does not make the agreement without effect on this note.)

Signature for Lender _____

STAN PRICH
 COMMERCIAL LN. OFCR

PURPOSE: The purpose of this loan is _____
PERMANENT WORKING CAPITAL

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date.

CUSTOM MECHANICAL CSRA LLC
DANNY L KEY, MANAGING MEMBER

DEFINITIONS: As used on page 1, "I" means the terms that apply to this loan. "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. (This is of the states in this agreement.)

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full. When I make the prepayment, you and I agree in writing to the contrary.

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loan or class of loans to me or other borrowers.

ACCRAUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed and credit, repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on my item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nonpayment obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note as the time you set off. This total includes any balance due due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off the debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE OR RESIDENCE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest under the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur:

- (1) I fail to make a payment on time or in the amount due;
- (2) I fail to keep the property insured, if required;
- (3) I fail to pay, or keep my promise, on any debt or agreement I have with you;
- (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings;
- (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due);
- (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided;
- (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you;
- (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority;
- (9) I change my name or assume an additional name without first notifying you before making such a change;
- (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops;
- (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart C, Exhibit M.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, repayment or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presently);
- (2) obtain official certification of nonpayment (presently); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

COVENANTS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it for, for example, signing the form of a separate guarantee or endorsement. You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. Of course, you are entitled to only one payment in full. I agree that you may, at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

CREDIT INFORMATION: I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a hearing hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (last required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1
1 / 1 / 8	\$		\$	\$	%	\$	1 / 1

DEBTOR NAME AND ADDRESS

CUSTOM MECHANICAL CSRA LLC

120 REVCO RD
N AUGUSTA SC 29841

SECURED PARTY NAME AND ADDRESS

Security Federal Bank
1705 Whiskey Rd Box 810
Aiken, SC 29803Type: ☐ Individual ☐ partnership ☐ corporation ☒ Limited Liability CompanyState of organization/registration (if applicable) SOUTH CAROLINA☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is

MARCH 20, 2007

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC

(Borrower) owes to Secured Party:

☒ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):Promissory Note #5151005419 Dated MARCH 20, 2007
In the amount of \$1,209,000.00☐ All Debts. All present and future debts, even if this Agreement is not referenced; the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and additions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial; and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, delinquency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

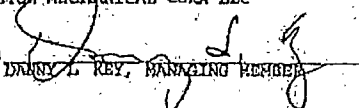
REAL ESTATE MORTGAGE / SECURITY DEED DATED JUNE 20, 2006 ON
PROPERTY & IMPROVEMENTS AS FOLLOWS:
1) 361 WOODLAWN ROAD, CLARKS HILL, EDGEFIELD COUNTY, SOUTH
CAROLINA IN THE NAME OF DANNY L. KEY IN THE AMOUNT OF \$74,000;
2) 5133 PARNELL WAY, MARTINEZ, COLUMBIA COUNTY, GEORGIA IN THE
NAME OF GEORGE B. HERRINGTON IN THE AMOUNT OF \$78,000;
3) 414 RIVER NORTH DRIVE, NORTH AUGUSTA, Aiken County, SOUTH
CAROLINA IN THE NAME OF DEAN H. DURAND IN THE AMOUNT OF \$550,000
FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT DATED
JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT,
ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER,
GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW
EXISTING OR HEREFTER ACQUIRED.
*** THIS COLLATERAL ALSO SECURES LOAN # 5427***

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

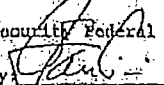
CUSTOM MECHANICAL CSRA LLC

By: 
DANNY L. KEY, MANAGING MEMBER

By: _____

SECURED PARTY

Security Federal Bank

By: 
STAN PRICE
COMMERCIAL LN. OFCR

000303

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debt. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, in which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amounts Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debt. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debt. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligation to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debt, the Property purchased with the Secured Debt will remain subject to Secured Party's security interest until the Secured Debt is paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debt;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debt or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a pre-seizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debt immediately due and accrue interest at the highest past-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debt.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debt. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT H

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
CUSTOM MECHANICAL CSRA LLC	Security Federal Bank
120 RYCO RD	1705 Whiskey Rd Box 810
N AUGUSTA SC 29841	Aiken, SC 29803

Type: ☐ Individual ☐ partnership ☐ corporation ☒ Limited Liability Company

State of organization/registration (if applicable) SOUTH CAROLINA

☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is MARCH 20, 2007

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC

(Borrower) owes to Secured Party:

☒ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

Promissory Note #5151005419 Dated MARCH 20, 2007
In the amount of \$1,209,000.00

☐ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and additions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payment. All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory. All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment. All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper. All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles. All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents. All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ Farm Products and Supplies. All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ Government Payments and Programs. All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, loans of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ Investment Property. All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ Deposit Accounts. All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ Specific Property Description. The Property includes, but is not limited by, the following (if required, provide real estate description):

REAL ESTATE MORTGAGE / SECURITY DEED DATED JUNE 20, 2006 ON
PROPERTY & IMPROVEMENTS AS FOLLOWS:
1) 161 WOODLAWN ROAD, CLARKS HILL, EDGEFIELD COUNTY, SOUTH CAROLINA IN THE NAME OF DANNY L. RYB IN THE AMOUNT OF \$74,000;
2) 5133 PARNELL WAY, MARTINEZ, COLUMBIA COUNTY, GEORGIA IN THE NAME OF GEORGE H. HERRINGTON IN THE AMOUNT OF \$78,000;
3) 414 RIVER NORTH DRIVE, NORTH AUGUSTA, Aiken County, SOUTH CAROLINA IN THE NAME OF DEAN H. DURAND IN THE AMOUNT OF \$560,000
FIRST SECURITY LIEN AS ENFORCED BY UCC FINANCIAL STATEMENT DATED JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENT'S WHETHER NOW EXISTING OR HEREAFTER ACQUIRED.
*** THIS COLLATERAL ALSO SECURES LOAN # 5427***

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR	SECURED PARTY
CUSTOM MECHANICAL CSRA LLC	Security Federal Bank
By: <u>DANNY L. RYB, MANAGING MEMBER</u>	By: <u>SEAN PRICE</u>
By: _____	By: _____
	COMMERCIAL LN. OFCR

100317

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim in the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, lease, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes estate paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the estate paper or instruments. If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debitors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amount Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other right under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property. Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a pre-seizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any two or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition, first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days' prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT I

CUSTOM MECHANICAL CSRA LLC 120 REVCO RD N AUGUSTA SC 29841	SECURITY FEDERAL BANK 1705 WEISKY RD BOX 810 AIKEN SC 29803	Loan Number: <u>5427</u> Date: <u>03/20/07</u> Maturity Date: <u>03/20/08</u> Loan Amount: <u>1,200,000.00</u> Renewal Of: _____
BORROWER'S NAME AND ADDRESS "I" includes such business, joint and several.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of One million two hundred thousand & no/100 Dollars \$ 1,200,000.00

☐ Single Advance: I will receive all of this principal sum on _____ No additional advances are contemplated under this note.
☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On 03/20/07 I will receive the amount of \$ _____ and future principal advances are contemplated.
 Conditions: The conditions for future advances are AS REQUESTED BY THE BORROWER AND APPROVED BY SFB PER COMMITMENT LETTER CONDITIONS

☐ Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on _____.
☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (subject to all other conditions).
 INTEREST: I agree to pay interest on the outstanding principal balance from MARCH 20, 2007 at the rate of 10.25 % per year until the index rate changes

☒ Variable Rate: This rate may then change as stated below.
☒ Index Rate: The future rate will be 2.00 % Above the following index rate:
EQUAL TO HIGHEST PRIME RATE PUBLISHED IN THE MONEY SECTION OF WALL STREET JOURNAL
☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.
☒ Frequency and Timing: This rate on this note may change as often as _____
 A change in the interest rate will take effect The Same Day The Index Changes
☒ Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than N/A %. The rate may not change more than N/A % each N/A

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

ACCRUAL METHOD: Interest will be calculated on a Actual/360 basis.
 POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to _____

☒ LATE CHARGE: If a payment is not made within 10 days after it is due, I agree to pay a late charge of 5.00% OF THE SCHEDULED PAYMENT.
☒ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☒ are ☐ are not included in the principal amount above: \$12,000 ORIGINATION

PAYMENTS: I agree to pay this note as follows:
☒ Interest: I agree to pay accrued interest Monthly Beginning - APRIL 15, 2007
☒ Principal: I agree to pay the principal At Maturity - MARCH 20, 2008

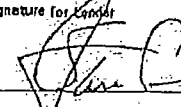
☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of \$ _____ and will be due _____ A payment of \$ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____

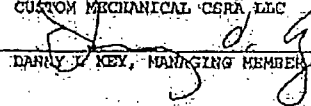
ADDITIONAL TERMS: _____

☒ SECURITY: This note is separately secured by (describe separate document by type and date): SECURITY AGREEMENT DATED MARCH 20, 2007
(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

PURPOSE: The purpose of this loan is INTERIM WORKING CAPITAL

SIGNATURES: I AGREE TO THE TERMS OF THIS NOTE INCLUDING THOSE ON PAGE 21. I have received a copy on today's date.

Signature for Lender

 STAN PRICE
 COMMERCIAL LN. OFFICER

CUSTOM MECHANICAL CSRA LLC

 DANNY L. KEY, MANAGING MEMBER

100309

DEFINITIONS: As used on page 1, "I" means the terms that apply to this loan; "you" or "you" means each borrower who signs this note and each other person of legal entity (including guarantors, endorser, and sureties) who agree to pay this note (together referred to as "you"). "You" or "you" means the lender and its successors and assigns.

APPLICABLE LAW: The law of the state of South Carolina will govern this note. Any term of this note which is contrary to applicable law will not be enforceable, unless the law permits you and me to agree to such a variation. In any event, this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. This is of the essence in this agreement.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of the loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not constitute or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST: Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time, notwithstanding anything to the contrary I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE: The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or credit to me or other borrowers.

ACCUAL METHOD: The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS: If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

MULTIPLE ADVANCE LOANS: If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed and credit repaying a part of the principal will not entitle me to additional credit.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

SET-OFF: I agree that you may set off any amount due and payable under this note against my right to have to receive money from you.

Right to receive money from you: means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my own request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

REAL ESTATE RESIDUE SECURITY: If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

DEFAULT: I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I file, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1040, Subpart G, Exhibit 14.

REMEDIES: If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES: I agree to pay all costs of collection, repaying or any other, or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (prepayment);
- (2) obtain official certification of nonpayment (prepayment); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT: I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval. You may, without notice, fail to perfect your security interest in, impair, or release any security and I will still be obligated to pay this loan.

CREDIT INFORMATION: I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report and to report to others your credit experience with me (such as a credit reporting agency)). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

NOTICE: Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION: If this loan is for a business purpose I agree to waive the right to five days' notice and a prehearing hearing prior to seizure of any personal property which may secure this loan.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH
1/1/01	1000			1000	12%		
1/1/01			100	900	12%	12	12
1/1/01			100	800	12%	12	24
1/1/01			100	700	12%	12	36
1/1/01			100	600	12%	12	48
1/1/01			100	500	12%	12	60
1/1/01			100	400	12%	12	72
1/1/01			100	300	12%	12	84
1/1/01			100	200	12%	12	96
1/1/01			100	100	12%	12	108
1/1/01			100	0	12%	12	120

DEBTOR NAME AND ADDRESS

CUSTOM MECHANICAL CSRA LLC

120 REVCO RD
N AUGUSTA SC 29841

SECURED PARTY NAME AND ADDRESS

Security Federal Bank
1705 Whiskey Rd Box 810
Aiken, SC 29803Type: ☐ Individual ☐ partnership ☐ corporation ☒ Limited Liability CompanyState of organization/registration (if applicable): SOUTH CAROLINA☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is MARCH 20, 2007SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC

(Borrower) owes to Secured Party:

☒ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):Promissory Note #5151005427 Dated MARCH 20, 2007
In the amount of \$1,200,000.00☐ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and additions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

☒ Accounts and Other Rights to Payments: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.☐ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):REAL ESTATE MORTGAGE / SECURITY DEED DATED JUNE 20, 2006 ON
PROPERTY & IMPROVEMENTS AS FOLLOWS:1) EDGEFIELD COUNTY, SOUTH
CAROLINA IN THE NAME OF DANNY L KEY IN THE AMOUNT OF \$74,000;
2) COLUMBIA COUNTY, GEORGIA IN THE
NAME OF GEORGE A HERRINGTON IN THE AMOUNT OF \$78,000;
3) SIKEN COUNTY, SOUTH
CAROLINA IN THE NAME OF DEAN H DURAND IN THE AMOUNT OF \$550,000.
FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCIAL STATEMENT DATED
JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT,
ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER,
GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW
EXISTING OR HEREAFTER ACQUIRED.
*** THIS COLLATERAL ALSO SECURES LOAN # 519***USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ purposes.

SIGNATURES: Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR

CUSTOM MECHANICAL CSRA LLC

By: DANNY L KEY, MANAGING MEMBER

By:

SECURED PARTY

Security Federal Bank

By: STAN PRICE
COMMERCIAL, LN. OFCR

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may sue each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debts. The Property has not been used for any purpose that would violate any law or subject the Property to forfeiture or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access. Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices, applications to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amount Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debts. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party requires the Property in damaged condition, Debtor's right to any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debts. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement. If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise tender performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debts, the Property purchased with the Secured Debts will remain subject to Secured Party's security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan. If any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
 - (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
 - (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debts;
 - (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debts or significantly impairs the value of the Property.
- WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION.** Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a pre-seizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debts immediately due and accrue interest at the highest post-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debts.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which include reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debts. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary to perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

EXHIBIT J

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
CUSTOM MECHANICAL CSRA LLC 120 REVCO RD N AUGUSTA SC 29841	Security Federal Bank 1705 Whiskey Rd Box 810 Aiken, SC 29803
Type: ☐ Individual ☐ Partnership ☐ Corporation ☒ Limited Liability Company State of organization/registration (if applicable) <u>SOUTH CAROLINA</u> ☐ If checked, refer to addendum for additional Debtors and signatures.	

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is MARCH 20, 2007
 SECURED DEBTS: This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ CUSTOM MECHANICAL CSRA LLC (Borrower) owes to Secured Party:

☒ Specific Debts: The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

Promissory Note #S151005427 Dated MARCH 20, 2007
 In the amount of \$1,200,000.00

☐ All Debts: All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and additions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

- ☒ Accounts and Other Rights to Payments: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.
- ☒ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.
- ☒ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.
- ☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.
- ☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.
- ☒ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.
- ☐ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their products, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.
- ☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.
- ☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.
- ☐ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.
- ☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

REAL ESTATE MORTGAGE / SECURITY DEED DATED JUNE 20, 2006 ON
 PROPERTY & IMPROVEMENTS A FOR ONE:
 1) EDGERFIELD COUNTY, SOUTH CAROLINA IN THE NAME OF DANNY L. KEY IN THE AMOUNT OF \$74,000;
 2) COLUMBIA COUNTY, GEORGIA IN THE NAME OF GEORGE A. HARRINGTON IN THE AMOUNT OF \$76,000;
 3) NORTH AUGUSTA, SIKEN COUNTY, SOUTH CAROLINA IN THE NAME OF DEAN H. DURAND IN THE AMOUNT OF \$650,000
 FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT DATED JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES, EQUIPMENT, ACCOUNTS RECEIVABLE, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES & OTHER RIGHTS TO PAYMENTS WHETHER NOW EXISTING OR HEREAFTER ACQUIRED.
 *** THIS COLLATERAL ALSO SECURES LOAN # 15419 ***

USE OF PROPERTY. The Property will be used for ☐ personal ☒ business ☐ agricultural ☐ _____ purposes.

DEBTOR	SECURED PARTY
CUSTOM MECHANICAL CSRA LLC By: <u>DANNY L. KEY, MANAGING MEMBER</u> By: _____	Security Federal Bank By: <u>DAVID PRICE</u> COMMERCIAL LN. OPCR

GENERAL PROVISIONS. Each Debtor's obligations under this Agreement are independent of the obligations of any other Debtor. Secured Party may file each Debtor individually or together with any other Debtor. Secured Party may release any part of the Property and Debtor will remain obligated under this Agreement. The duties and benefits of this Agreement will bind the successors and assigns of Debtor and Secured Party. No modification of this Agreement is effective unless made in writing and signed by Debtor and Secured Party. Whenever used, the plural includes the singular and the singular includes the plural. Time is of the essence.

APPLICABLE LAW. This Agreement is governed by the laws of the state in which Secured Party is located. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be the state in which Secured Party is located, unless otherwise required by law. If any provision of this Agreement is unenforceable by law, the unenforceable provision will be severed and the remaining provisions will still be enforceable.

NAME AND LOCATION. Debtor's name indicated on page 1 is Debtor's exact legal name. If Debtor is an individual, Debtor's address is Debtor's principal residence. If Debtor is not an individual, Debtor's address is the location of Debtor's chief executive offices or sole place of business. If Debtor is an entity organized and registered under state law, Debtor has provided Debtor's state of registration on page 1. Debtor will provide verification of registration and location upon Secured Party's request. Debtor will provide Secured Party with at least 30 days notice prior to any change in Debtor's name, address, or state of organization or registration.

WARRANTIES AND REPRESENTATIONS. Debtor has the right, authority, and power to enter into this Agreement. The execution and delivery of this Agreement will not violate any agreement governing Debtor or Debtor's property, or to which Debtor is a party. Debtor makes the following warranties and representations, which continue as long as this Agreement is in effect:

- (1) Debtor is duly organized and validly existing in all jurisdictions in which Debtor does business;
- (2) the execution and performance of the terms of this Agreement have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law or order;
- (3) other than previously disclosed to Secured Party, Debtor has not changed Debtor's name or principal place of business within the last 10 years and has not used any other trade or fictitious name; and
- (4) Debtor does not and will not use any other name without Secured Party's prior written consent.

Debtor owns all of the Property, and Secured Party's claim to the Property is ahead of the claims of any other creditor, except as otherwise agreed and disclosed to Secured Party prior to any advance on the Secured Debt. The Property has not been used for any purpose that would violate any laws or subject the Property to foreclosure or seizure.

DUTIES TOWARD PROPERTY. Debtor will protect the Property and Secured Party's interest against any competing claim. Except as otherwise agreed, Debtor will keep the Property in Debtor's possession at the address indicated on page 1 of this Agreement. Debtor will keep the Property in good repair and use the Property only for purposes specified on page 1. Debtor will not use the Property in violation of any law and will pay all taxes and assessments levied or assessed against the Property. Secured Party has the right of reasonable access to inspect the Property, including the right to require Debtor to assemble and make the Property available to Secured Party. Debtor will immediately notify Secured Party of any loss or damage to the Property. Debtor will prepare and keep books, records, and accounts about the Property and Debtor's business, to which Debtor will allow Secured Party reasonable access.

Debtor will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Property without Secured Party's prior written consent. Any disposition of the Property will violate Secured Party's rights, unless the Property is inventory sold in the ordinary course of business at fair market value. If the Property includes chattel paper or instruments, either as original collateral or as proceeds of the Property, Debtor will record Secured Party's interest on the face of the chattel paper or instruments.

If the Property includes accounts, Debtor will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without Secured Party's prior written consent. Debtor will collect all accounts in the ordinary course of business, unless otherwise required by Secured Party. Debtor will keep the proceeds of the accounts, and any goods returned to Debtor, in trust for Secured Party and will not commingle the proceeds or returned goods with any of Debtor's other property. Secured Party has the right to require Debtor to pay Secured Party the full price on any returned items. Secured Party may require account debtors to make payments under the accounts directly to Secured Party. Debtor will deliver the accounts to Secured Party at Secured Party's request. Debtor will give Secured Party all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as Secured Party requests.

If the Property includes farm products, Debtor will provide Secured Party with a list of the buyers, commission merchants, and selling agents to or through whom Debtor may sell the farm products. Debtor authorizes Secured Party to notify any additional parties regarding Secured Party's interest in Debtor's farm products, unless prohibited by law. Debtor agrees to plant, cultivate, and harvest crops in due season. Debtor will not use any loan proceeds for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as explained by federal law.

If Debtor pledges the Property to Secured Party (delivers the Property into the possession or control of Secured Party or a designated third party), Debtor will, upon receipt, deliver any proceeds and products of the Property to Secured Party. Debtor will provide Secured Party with any notices, documents, financial statements, reports, and other information relating to the Property Debtor receives as the owner of the Property.

PERFECTION OF SECURITY INTEREST. Debtor authorizes Secured Party to file a financing statement covering the Property. Debtor will comply with, facilitate, and otherwise assist Secured Party in connection with obtaining possession or control over the Property for purposes of perfecting Secured Party's interest under the Uniform Commercial Code.

INSURANCE. Debtor agrees to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Agreement. Debtor will maintain this insurance in the amount Secured Party requires. Debtor may choose the insurance company, subject to Secured Party's approval, which will not be unreasonably withheld. Debtor will have the insurance provider name Secured Party as loss payee on the insurance policy. Debtor will give Secured Party and the insurance provider immediate notice of any loss. Secured Party may apply the insurance proceeds toward the Secured Debt. Secured Party may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If Secured Party acquires the Property in damaged condition, Debtor's rights in any insurance policies and proceeds will pass to Secured Party to the extent of the Secured Debt. Debtor will immediately notify Secured Party of the cancellation or termination of insurance. If Debtor fails to keep the Property insured, or fails to provide Secured Party with proof of insurance, Secured Party may obtain insurance to protect Secured Party's interest in the Property. The insurance may include coverages not originally required of Debtor, may be written by a company other than one Debtor would choose, and may be written at a higher rate than Debtor could obtain if Debtor purchased the insurance.

AUTHORITY TO PERFORM. Debtor authorizes Secured Party to do anything Secured Party deems reasonably necessary to protect the Property and Secured Party's interest in the Property. If Debtor fails to perform any of Debtor's duties under this Agreement, Secured Party is authorized, without notice to Debtor, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and take any action to realize the value of the Property. Secured Party's authority to perform for Debtor does not create an obligation to perform, and Secured Party's failure to perform will not preclude Secured Party from exercising any other rights under the law or this Agreement.

If Secured Party performs for Debtor, Secured Party will use reasonable care. Reasonable care will not include any steps necessary to preserve Debtor's rights against prior parties or any duty to take action in connection with the management of the Property.

If Secured Party comes into possession of the Property, Secured Party will preserve and protect the Property to the extent required by law. Secured Party's duty of care with respect to the Property will be satisfied if Secured Party exercises reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

Secured Party may enforce the obligations of an account debtor or other person obligated on the Property. Secured Party may exercise Debtor's rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to Debtor, and enforce any security interest that secures such obligations.

PURCHASE MONEY SECURITY INTEREST. If the Property includes items purchased with the Secured Debt, the Property purchased with the Secured Debt will remain subject to Secured Party's security interest until the Secured Debt is paid in full. Payments on any non-purchase money loan also secured by this Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, payments will be applied in the order Secured Party selects. No security interest will be terminated by application of this formula.

DEFAULT. Debtor will be in default if:

- (1) Debtor (or Borrower, if not the same) fails to make a payment in full when due;
- (2) Debtor fails to perform any condition or keep any covenant on this or any debt or agreement Debtor has with Secured Party;
- (3) a default occurs under the terms of any instrument or agreement evidencing or pertaining to the Secured Debt;
- (4) anything else happens that either causes Secured Party to reasonably believe that Secured Party will have difficulty in collecting the Secured Debt or significantly impairs the value of the Property.

WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION. Secured Party may immediately seize the Property upon Debtor's default. Debtor agrees to waive the right to five days' notice and a pre-seizure hearing prior to seizure of the Property.

REMEDIES. After Debtor defaults, and after Secured Party gives any legally required notice and opportunity to cure the default, Secured Party may at Secured Party's option do any one or more of the following:

- (1) make all or any part of the Secured Debt immediately due and accrue interest at the highest non-maturity interest rate;
- (2) require Debtor to gather the Property and make it available to Secured Party in a reasonable fashion;
- (3) enter upon Debtor's premises and take possession of all or any part of Debtor's property for purposes of preserving the Property or its value and use and operate Debtor's property to protect Secured Party's interest, all without payment or compensation to Debtor;
- (4) use any remedy allowed by state or federal law, or provided in any agreement evidencing or pertaining to the Secured Debt.

If Secured Party repossesses the Property or enforces the obligations of an account debtor, Secured Party may keep or dispose of the Property as provided by law. Secured Party will apply the proceeds of any collection or disposition first to Secured Party's expenses of enforcement, which includes reasonable attorneys' fees and legal expenses to the extent not prohibited by law, and then to the Secured Debt. Debtor (or Borrower, if not the same) will be liable for the deficiency, if any.

By choosing any one or more of these remedies, Secured Party does not give up the right to use any other remedy. Secured Party does not waive a default by not using a remedy.

WAIVER. Debtor waives all claims for damages caused by Secured Party's acts or omissions where Secured Party acts in good faith.

NOTICE AND ADDITIONAL DOCUMENTS. Where notice is required, Debtor agrees that 10 days prior written notice will be reasonable notice to Debtor under the Uniform Commercial Code. Notice to one party is notice to all parties. Debtor agrees to sign, deliver, and file any additional documents and certifications Secured Party considers necessary in perfect, continue, or preserve Debtor's obligations under this Agreement and to confirm Secured Party's lien status on the Property.

00306

EXHIBIT D

RETURN TO:
LAW OFFICES OF
RICHARD W. TAYLOR, P.C.
302 E. MARTINTOWN ROAD
NORTH AUGUSTA, SC 29841

06-201

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

B SEND ACKNOWLEDGMENT TO (Name and Address)

Security Federal Bank
ATTN: Loan Servicing
P.O. Box 810
Aiken, SC 29802

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a ORGANIZATION'S NAME				
CUSTOM MECHANICAL CSRA, LLC				
OR				
1b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
120 REVCO RD		NORTH AUGUSTA	SC	29841 USA
1d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e TYPE OF ORGANIZATION	1f JURISDICTION OF ORGANIZATION	1g ORGANIZATIONAL ID #, if any
		LLC	SC/USA	☒ NONE

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

2a ORGANIZATION'S NAME				
OR				
2b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
				00000
2d TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e TYPE OF ORGANIZATION	2f JURISDICTION OF ORGANIZATION	2g ORGANIZATIONAL ID #, if any
				☐ NONE

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

3a ORGANIZATION'S NAME				
SECURITY FEDERAL BANK				
OR				
3b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1705 WHISKEY RD BOX 810		AIKEN	SC	29802 USA

4. This FINANCING STATEMENT covers the following collateral

FIRST SECURITY LIEN AS EVIDENCED BY UCC FINANCING STATEMENT
DATED JUNE 20, 2006 ON ALL INVENTORY, FURNITURE, FIXTURES,
EQUIPMENT, ACCOUNTS, ACCOUNTS RECEIVABLE, INSTRUMENTS,
DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES, AND OTHE RIGHTS
TO PAYMENTS, WHETHER NOW EXISTING OR HEREAFTER ACQUIRED

5 ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6 ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum ☐ Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8 OPTIONAL FILER REFERENCE DATA

060801-0815590

UCC-1 FINANCING STATEMENT

Lapse Date 08/01/2011 09:15:59 Filing Fee 8 ORIG

ims, Inc., St. Cloud, MN Form UCC-1-LAZ 9/13/2000

FILING OFFICE COPY — NATIONAL UCC F



INSTRUCTIONS

1. Remove Secured Party and Debtor copies and send other 3 copies to the filing officer
2. At the time of original filing, filing officer will return the third (3rd) copy as an acknowledgment.
3. When filing out this form be sure to indicate state name in appropriate space.
4. Be sure to file this form with original financing statement

ADDENDUM TO UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF SOUTH CAROLINA

TOTAL NUMBER OF SHEETS 1

- ☒ The Financing Statement to which this addendum is attached covers the types (or items) of property indicated below that I now own and that I may own in the future, together with all parts, accessories, repairs, improvements, and accessions to the property, wherever it is located, and all proceeds and products from the property:
- ☒ **Inventory:** All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.
- ☒ **Equipment:** All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. Any equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.
- ☐ **Farm Products:** All farm products including, but not limited to:
 (a) all poultry and livestock and their young, along with their products, produce and replacements;
 (b) all crops, annual or perennial, and all products of the crops; and
 (c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.
- ☒ **Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment:** All rights I have now or may have in the future to the payment of money including, but not limited to:
 (a) payment for goods sold or leased or for services rendered, whether or not I have earned such payment by performance; and
 (b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.
 The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.
- ☒ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.
- ☐ **Government Payments and Programs:** All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any pre-existing, current or future Federal or state governmental program (including but not limited to all programs administered by the Commodity Credit Corporation and the ASCS.)

CUSTOM MECHANICAL CSRA, LLC

BY: Danny L. Key

DEBTOR

Danny L. Key, Its Managing Member

SECURED PARTY

SHEET No.

(1) FILING OFFICER COPY - ALPHABETICAL

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)	
Eileen Cross	
B SEND ACKNOWLEDGMENT TO (Name and Address)	
Eileen Cross Presidential Financial Corporation Caller Service 105100 Tucker, GA 30085-5100	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a INITIAL FINANCING STATEMENT FILE # 5590 filed 8-01-06 1b The FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS ☐

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

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

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

5 AMENDMENT (PARTY INFORMATION) This Amendment affects ☐ Debtor or ☐ Secured Party of record Check only one of these two boxes
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7:

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

6 CURRENT RECORD INFORMATION

6a ORGANIZATION'S NAME				
Custom Mechanical CSRA, LLC				
OR	6b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7 CHANGED (NEW) OR ADDED INFORMATION

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

7c MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d TAXID # SSN OR EIN	ADD INFO RE ORGANIZATION DEBTOR	7e TYPE OF ORGANIZATION	7f JURISDICTION OF ORGANIZATION	7g ORGANIZATIONAL ID #, if any
				☐ NONE

8 AMENDMENT (COLLATERAL CHANGE) check only one box
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

See Addendum Attached (Subordination Agreement)

1310 UCC-3 AMENDMENT
Lapse Date NONE Filing Fee 8 ORIG


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

9a ORGANIZATION'S NAME				
Security Federal Bank				
OR	9b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10 OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV 07/29/98)
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

11 INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)			
5590			
12 NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)			
12a ORGANIZATION'S NAME			
SECURITY FEDERAL BANK			
OR			
12b INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX	
13 Use this space for additional information.			

SUBORDINATION AGREEMENT

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

In consideration of the revolving line of credit granted to Custom Mechanical CSRA, LLC, d/b/a Custom Mechanical, (hereinafter called "Debtor"), by Presidential Financial Corporation ("PFC"), Security Federal Bank ("Bank") subordinates all of its right, title and interest in all of the C.R. Meyer & Sons Company accounts, accounts receivable, proceeds and all Supporting Obligations (as that term is defined in the Georgia UCC Code and the Loan Agreement and Security Agreement between Debtor and PFC) related thereto

The Bank will not attempt to collect, repossess, foreclose on or take possession or control of any accounts, accounts receivable, general intangibles, inventory or proceeds thereof that are covered by the above subordination unless and until all of Debtor's indebtedness to PFC shall have been fully paid and satisfied. The Bank warrants that it has not previously assigned any of its interest in the collateral described above to any other party.

IN WITNESS WHEREOF, this instrument has been signed and sealed by the undersigned this 7 day of May, 2007

"Bank"
By: [Signature] STAN PRKE
Title: SVP
Dated: 5/7, 2007

Presidential Financial Corporation
By: [Signature]
Title: SVP
Date: MAY 7, 2007

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT ADDENDUM (FORM UCC3Ad) (REV. 07/29/88)
FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

RECEIVED TIME MAY. 7. 10:04AM

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

SHERE LADD

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SECURITY FEDERAL BANK

PO BOX 810

AIKEN SC 29802

SC Secretary of State

File ID: 2448

Lapse Date: 08/01/2016

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

15590

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

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

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

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

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

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

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

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

CUSTOM MECHANICAL CSRA, LLC

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID# (Organizations)

ADD'L INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

DO NOT USE

☐ NONE

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

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

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

9a. ORGANIZATION'S NAME

SECURITY FEDERAL BANK

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

LADD

SHERE

10. OPTIONAL FILER REFERENCE DATA

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

EXHIBIT E

LOAN AGREEMENT AND SECURITY AGREEMENT

Atlanta, Georgia

May 3, 2007

Custom Mechanical CSRA, LLC, d/b/a Custom Mechanical
Exact Name of Borrower

(Taxpayer I.D. No.)

South Carolina Limited Liability Company

None

Type & State of Borrower's formation, e.g., corporation, LLC, partnership, etc.)

(Organization No.)

120 Revco Road
(No. and Street Address)

North Augusta
(City)

Alken
(County)

SC 29841
(State)

The undersigned debtor (hereinafter referred to as "Borrower"), for good and valuable consideration, and to induce Presidential Financial Corporation (hereinafter referred to as "Lender") to accept this agreement ("Agreement") and to make the loans and advances described hereunder, hereby agrees as follows:

1. Request for Loan. From time to time Borrower may request, and Lender in its sole discretion may loan Borrower up to: (a) sixty and four-tenths percent (60.40%) of the amount of Approved Receivables (as hereinafter defined) submitted by Borrower to Lender; or (b) ONE MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,250,000.00), or such greater or lesser amount as Lender may from time to time establish.

Provided, however, that the total principal amount of such loans and advances to Borrower shall not exceed Borrower's maximum line of credit extended from time to time by Lender and determined in Lender's sole discretion. All loans and advances made by Lender hereunder shall be evidenced by a demand promissory note (hereinafter the "Note") executed by Borrower and shall contain such terms as Lender shall require. "Approved Receivables" as used herein shall mean only such accounts, contract rights, chattel paper, instruments or general intangibles belonging to Borrower as from time to time shall be acceptable to Lender, in its sole judgment and discretion, in terms of quality and current status. "Value" as used herein shall mean the lower cost or market value of inventory.

2. Grant of Security Interest. To secure the indebtedness evidenced by the Note together with any extensions or renewals thereof, in whole or in part, as well as all other indebtedness, obligations and liabilities of Borrower to Lender, now existing or hereafter incurred or arising whether direct, indirect or by way of assignment, whether joint or several, absolute or contingent, due or to become due and whether as principal, maker, endorser, surety, guarantor or otherwise, or which Lender may now or hereafter have, own or hold (the foregoing being hereinafter sometimes referred to collectively as the "Obligations"), Borrower does hereby grant to Lender a security interest in and security title to the following described property, whether now owned or existing or hereafter acquired or arising and wherever located:

- (a) Receivables. All of Borrower's accounts, accounts receivable, notes receivable, contract rights, drafts, general intangibles (including but not limited to, software and payment intangibles), instruments and chattel paper, whether tangible or electronic (all of the foregoing being hereinafter collectively referred to as the "Receivables");
- (b) Accounts and Securities. All of Borrower's money, deposit accounts, letters of credit, letter of credit rights and investment property;
- (c) Supporting Obligations. All supporting obligations relating to any of the foregoing;
- (d) Inventory. All of Borrower's finished goods and inventory, packing and shipping supplies, all goods intended to be sold or used by Borrower or to be furnished by Borrower under contracts of service, including all raw materials, goods in process, finished goods, materials and supplies of every kind.



Plaintiff's Exhibi

8-12-10 31f

PFC000134

and nature, used or usable in connection with the manufacture, shipping, advertising, selling, leasing or furnishing of such goods, all documents evidencing or representing the same and all documents of title, all negotiable and non-negotiable warehouse receipts representing the same and all products, accounts and proceeds resulting from the sale or other disposition of the foregoing, that may be rejected, returned, repossessed or stopped in transit and all other items, customarily classified as inventory (all of the foregoing being hereinafter collectively referred to as the "Inventory");

- (e) Furniture, Fixtures and Equipment. All of Borrower's presently owned and hereafter acquired machinery, furniture, fixtures and equipment wherever located (all of the foregoing being hereinafter collectively referred to as the "FF&E");
- (f) Other Property. Any and all other property of any nature whatsoever of Borrower now or hereafter in the possession of, assigned to or hypothecated to Lender for any purpose, including, but not limited to balances, credits, deposits, accounts, items and monies of Borrower now or hereafter with Lender and all dividends and distributions on or rights in connection with any such property and all rights of Borrower earned or to be earned under contracts to sell goods or render services.
- (g) Proceeds. All substitutions, improvements, accessions, additions, renewals and replacements of or to any of the foregoing (including, but not limited to, returned or unearned premiums from any insurance written in connection with this Agreement) and all proceeds of any of the foregoing, including, but not limited to, any and all proceeds in the form of Receivables and Inventory; and

The foregoing shall hereinafter be collectively referred to as the "Collateral". The security interest is granted pursuant to the Uniform Commercial Code of the State of Georgia, as amended from time to time (the "Code").

If at any time the Collateral pledged as security for any of the Obligations shall be or become unsatisfactory to Lender or should Lender deem itself insecure as to the adequacy or sufficiency of such Collateral, Borrower will immediately furnish such further property as additional Collateral to be held by Lender as if originally, pledged as Collateral hereunder or make such payment on account as will be satisfactory to Lender.

3. Certain Lender Rights. Whether an event of default shall exist hereunder or not, Lender shall have, but shall not be limited to the following rights, each of which may be exercised at any time and from time to time: (i) to transfer the Note and the Collateral, and any transferee shall have all the rights of Lender hereunder and Lender shall be thereafter relieved from any liability with respect to any Collateral so transferred; (ii) to transfer the whole or any part of the Collateral in the name of itself or its nominee; (iii) to vote any investment securities forming a part of the Collateral; (iv) to notify the obligors on any Collateral to make payment directly to Lender of any amounts due thereon; (v) to execute at any time in the name of any party hereto and to file, without Borrower's signature, financing statements covering any of the Collateral or which describe the Collateral as "all assets" or "all property" of Borrower; (vi) to receive or take control of any income or other proceeds of any of the Collateral; and (vii) to request and receive current financial information from any party liable for all or any part of the Obligations.

4. Lender Rights as to Receivables. In addition to any other provision herein, as to Borrower's Receivables which are pledged as part of the Collateral, Lender shall have the following rights and privileges:

- (a) Account Collections. Lender will handle the cash collection of the Receivables; however, Borrower will, at its own expense, endeavor to collect all amounts due under the Receivables, including the taking of such action with respect to such collection including, but not limited to, litigation, as Lender requests or, in the absence of such request, as Borrower may deem necessary or advisable. Borrower may in the ordinary course of business grant to any party obligated on Receivables any rebate or adjustment to which such party may be lawfully entitled, and, may accept, in connection therewith, the return of goods, the sale or lease of which have given rise to such Receivables. Borrower shall promptly notify Lender of and shall settle all customer disputes; however, if Lender elects, it shall have the right at all times to settle, compromise, adjust or litigate all customer disputes directly with

the customer or other complainant upon such terms and conditions as Lender deems advisable including but not limited to the right to surrender, release or exchange all or any part of any Receivable owed by a customer to Borrower, and to compromise or extend or renew for any period any such Receivable, all without incurring liability to Borrower for its performance of any such acts and Lender hereby shall have the right to stop goods in transit or to replevy or to reclaim such goods. All returned, replevied and reclaimed goods (unless released by Lender) coming into Borrower's possession shall be held by Borrower in trust for Lender. Borrower shall notify Lender promptly of all such returned goods and shall promptly pay to Lender the gross amount of the unpaid Receivables with respect thereto.

If any Receivable is not paid within ninety-one (91) days from the date of the invoice with respect thereto, or if any customer raises any claim of non-conformity of goods, total or partial failure of delivery, set off, counterclaim, or breach of warranty or any other claim inconsistent with Borrower's warranties as made below, Borrower will upon demand pay Lender the gross amount of the Receivable so affected or unpaid, together with any damages or loss sustained by Lender and any accrued but unpaid interest, fees, or other charges due Lender; provided, however, such payment may not be deemed a release of Lender's security interest therein nor a release thereof and security title thereto and to the goods represented thereby shall remain in Lender until and unless Lender executes a release. Lender may, at any time and from time to time, notify any parties obligated on any of the Receivables to make payment directly to Lender of any amount due or to become due thereunder, and enforce collection of any of the Receivables by suit or otherwise, as hereinbefore provided. Upon request of Lender, Borrower will, at its own expense, notify any parties obligated on any of the Receivables to make payment directly to Lender of any amounts due or to become due thereunder.

Borrower hereby appoints and constitutes Lender as Borrower's attorney-in-fact to receive, open, and, in Lender's sole discretion, dispose of all mail addressed to Borrower in order to fully protect Lender's interest in the Collateral; to notify the postal authorities to change the address and delivery of mail addressed to Borrower to such address as Lender may designate; to endorse Borrower's name upon any notes, acceptances, checks, drafts, money orders and other evidences of payment of Collateral that may come into Lender's possession and to deposit or otherwise collect the same; to sign Borrower's name on any bill of lading relating to any Collateral, on drafts against customers, listings of Receivables, and notices to customers; to prepare and mail invoices to Borrower's customers; to send verification of accounts to customers; to execute in Borrower's name any affidavits and notices with regard to any and all lien rights, and to do all other acts and things necessary or helpful to carry out this Agreement or to deal with the Collateral or proceeds thereof in its own name or in the name of Borrower. All acts of said attorney-in-fact are hereby ratified. This power, being coupled with an interest, is irrevocable while Borrower is indebted to Lender under any of the Obligations.

(b) Remittance by Borrower. Unless Lender shall otherwise consent in writing, Borrower will forthwith upon receipt, transfer and deliver to Lender in the form received, all cash, checks, chattel paper, drafts, items or other instruments for the payment of money (properly endorsed where required, so that such items may be collected by Lender) which may be received by Borrower at any time in full or partial payment or otherwise as proceeds of any Collateral. Unless Lender shall otherwise consent in writing, any such items which may be thus received by Borrower shall not be commingled with any other of Borrower's funds or property, but will be held separate and apart from its own funds or property and upon express trust for Lender until delivery is made to Lender. Borrower shall comply with the terms and conditions of any consent given by Lender pursuant to the provisions of this paragraph. Checks, drafts, wire and other electronic transfers, and any other non-cash instrument for the payment of money shall be credited to the Note on the second business day after the day of receipt by Lender; if a business day, or if not a business day, on the first business day following receipt. The excess of amounts actually collected by Lender from the proceeds of the Collateral over the amounts under the Note currently owing to Lender for loans, advances, interest and fees thereunder and hereunder, shall be paid by Lender from time to time to Borrower in such order of application as Lender may elect, periodically, but in no event less frequently than monthly. Lender shall deliver to Borrower a statement of account and such statement shall be binding and conclusive upon Borrower unless Borrower notifies Lender to the contrary within ten (10) days after the date of each statement is rendered.

(c) Billing Customers of Borrower. Billing on invoices by whomever done shall be conclusive evidence

of assignment and transfer hereunder to Lender of the Collateral represented thereby whether or not Borrower executes any document of transfer in regard thereto.

(d) Additional Representations and Warranties. Borrower hereby represents and warrants to Lender that the Receivables will be, at the time of their creation, bona fide and existing obligations of Borrower's customers arising out of the sale of goods and/or rendition of services by Borrower and are owned by and owed to Borrower without defense, offset, or counterclaim; that with regard to each Receivable as it arises Borrower will have made delivery of the goods or will have rendered the services ordered, and the customer will have accepted the goods and/or services.

5. Lender Rights as to Inventory. In addition to any other provisions herein, as to Borrower's Inventory which is pledged as a part of the Collateral, Lender shall have the following rights and privileges:

(a) Pay down on Sale. Borrower shall pay to Lender concurrently with each sale of Inventory an amount equivalent to the Value of Inventory (as defined herein) sold, or shall substitute other Inventory (acceptable as security to Lender) designated in written statements signed and delivered to Lender by Borrower, of a Value that, in the opinion of Lender, equals at least the Value of such sold Inventory. If at any time the aggregate amount of outstanding loans under this Agreement exceeds the Value of Inventory then acceptable to Lender, Borrower will, immediately upon demand, repay sufficient of the loans made to it by Lender hereunder so that said ratio of loan to Value is re-established or give to Lender a security interest in other Inventory acceptable to Lender of a sufficient Value to accomplish that result.

(b) Additional Representations and Warranties. Borrower represents and warrants to and covenants and agrees with Lender that (except as otherwise specified in the Agreement): (i) Inventory shall be kept only at the following location:

Borrower will promptly notify Lender in writing of any change in location of any place of business or of the Inventory, or the establishment of any new place of business; (ii) immediately upon each demand by Lender therefor, Borrower shall execute and deliver to Lender designations of Inventory specifying Borrower's cost of Inventory, the market value thereof and such other matters and information relating to Inventory as Lender may from time to time request; (iii) Borrower now keeps and shall keep correct and accurate records itemizing and describing the kind, type, quality and quantity of Inventory, Borrower's cost therefor and the selling price thereof, the daily withdrawals therefrom and the additions thereto; (iv) all Inventory is and shall be new Inventory of goods and shall be of merchantable quality, free from defects; (v) Inventory is not and shall not be stored with a bailee, warehouseman or similar party without Lender's prior written consent and in such event, Borrower will, concurrently with delivery to such party, cause any such party to issue and deliver to Lender, in form acceptable to Lender, warehouse receipts in Lender's name evidencing the storage of such Inventory; (vi) Lender and its agents and representatives may, upon demand, during Borrower's usual business hours: (1) inspect and examine Inventory and check and test the same as to quality, quantity, value and condition; and (2) inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence and other data relating to Borrower's Inventory or to any other transaction between the parties hereto; and (vii) that Borrower's Inventory shall not be subject to any security interest, lien or encumbrance except in favor of Lender hereunder.

(c) Revisions. Borrower agrees that the percentage of Value advanced, the acceptability and Value of Inventory and the period during which such advances are to remain outstanding are and shall be entirely in Lender's sole discretion and that Lender shall have the right at any time to revise any limit placed by Lender upon the amount of such advances or upon the valuation of Inventory or Lender may, in its sole discretion, refuse to make further advances. If Inventory remains in stock for a period of time which Lender in its sole judgment deems excessive, such Inventory may, at Lender's option, be considered to be of no Value for the purposes of loans or advances although the same remains in stock and Lender retains its lien thereon according to the terms and provisions of this Agreement.

(d) Sale of Inventory. Until a default by Borrower, Borrower may, subject to the provisions of this Agreement, and not in a manner inconsistent therewith or unlawful, sell finished inventory, but only in the ordinary course of Borrower's business; however, in no event shall Borrower make any sale of inventory which would cause a breach of Borrower's warranties, representations and covenants under Section 5(b) of this Agreement. A sale of inventory in the ordinary course of Borrower's business does not include a transfer in partial or total satisfaction of a debt owing by Borrower. Borrower shall report the receipt or creation of all sales or other dispositions of inventory to Lender and promptly deliver such proceeds to Lender. Borrower shall execute and deliver to Lender, in form satisfactory to Lender, a formal assignment or schedule of accounts receivable or other proceeds resulting from the sale or other disposition of inventory but in the absence of such assignment or schedule this Agreement shall constitute such assignment or schedule and the grant of a security interest therein. Lender's security interest hereunder shall attach to all proceeds (whether represented by cash, checks, drafts, notes, chattel paper, open accounts or otherwise) of all sales or other dispositions of Borrower's inventory.

(e) Release. Lender shall not be liable or responsible for and Borrower hereby releases Lender from any and all causes of action or claims which Borrower may now or hereafter have for any loss or damage to it claimed to be caused by or arising from: (i) the safekeeping of inventory; (ii) any damage thereto occurring or arising in any manner or fashion from any cause; (iii) any diminution in the value of inventory; or (iv) any act of default of any carrier, warehouseman, bailee or forwarding agency thereof or other person whomsoever. All risk of loss, damage or destruction of inventory shall be borne by Borrower.

6. Insurance. Borrower shall keep the Collateral fully insured against fire, theft and other casualty (as well as such other risks as Lender may hereafter request) with loss payable to Lender and shall pay all premiums promptly when same become due. Lender shall have the right to require Borrower to maintain such insurance with such companies and in such amounts as Lender may request. All policies of insurance will specify that such insurance shall not be cancelable by Borrower or the insurer without at least ten (10) days advance written notice to Lender. In the event any or all insurance hereinbefore provided is canceled, any returned premium thereon shall be payable to Lender and may be applied by Lender to any part of the Obligations, whether matured or unmatured. Lender is authorized to receive the proceeds of any insurance loss and at the option of Lender shall apply such proceeds toward either the repair or replacement of the Collateral or the payment of the Obligations secured hereby. If Borrower fails to maintain such insurance, Lender may, at its option, but without obligation, purchase such insurance or pay any premium owing and any such sum paid by Lender shall be payable by Borrower on demand by Lender or at Lender's option may be added to any of the Obligations.

7. Warranties of Borrower. Borrower hereby represents and warrants to Lender that the Collateral is now and will be kept free and clear of any and all liens, security interests and encumbrances whatsoever, other than the security interest hereunder; that Borrower has and will have the right to convey the Collateral as security for the Obligations; that Borrower will accurately and timely prepare and file any and all payroll, income, sales, franchise and any other applicable tax returns and pay or remit any taxes due thereon; that Borrower will promptly pay or discharge all taxes assessed against the Collateral and all liens which may attach thereto; that any and all information set forth in any writing heretofore or hereafter delivered to Lender by Borrower pertaining to the Collateral or Obligations is and will be true and correct as of the date thereof; that Borrower is solvent; if a registered organization (as defined in the Code) that Borrower is duly formed or organized as the type of organization set forth above and is validly existing under the laws of the State of its formation or incorporation as set forth above, is duly qualified and in good standing in every other state in which it is doing business as a registered organization and its exact name and organization number are as set forth above; that the execution, delivery and performance hereof are within Borrower's corporate or company powers, have been duly authorized, are not in contravention of law or the terms of Borrower's charter, bylaws or other incorporation or formation documents, or of any indenture, agreement or undertaking to which Borrower is a party or by which it is bound; that without prior written notice to Lender, Borrower will not obtain any loans, advances or other financial accommodations or arrangements from any party other than Lender and will not encumber any of its assets; that without prior written consent of Lender, Borrower will not change its name, reorganize, merge or consolidate, change its jurisdiction of incorporation or formation, or issue or sell or redeem any of its common stock or other ownership interests; or permit the transfer by the present shareholders of Borrower to any other person or entity any or all of the common stock or other

ownership interests of Borrower outstanding or in treasury as of the date hereof; that in the event of any transfer by operation of law, Borrower shall immediately notify Lender; that there is no order, notice, claim, litigation, proceedings or investigation pending or threatened against or affecting Borrower whether or not covered by insurance, that would materially and adversely affect Borrower's operations, financial condition, property or business; that Borrower will not sell, transfer, lease or otherwise dispose of all or (except in the ordinary course of business) any material part of its assets; that no account arises out of a contract with, or order from, an account debtor that, by its terms, forbids assignment or makes the assignment of that account to Lender void or unenforceable; that the representations and warranties made hereunder by Borrower are true on the date hereof and will be true on the date of each loan advance by Lender hereunder; that Borrower's address as shown above is the location of Borrower's principal place of business, that such place of business is Borrower's only place of business, and that Borrower has not maintained any other place of business or principal place of business or corporate or trade name during the five (5) years immediately preceding the date of the execution of this Agreement, unless having notified Lender in writing of all such previous addresses and names.

8. Duties and Further Assurances of Borrower. Borrower covenants and agrees that, so long as any of the Obligations remain outstanding and unpaid, it shall:

- (a) Financing Statements - Execute upon request of Lender such financing statements and other documents and pay the cost of filing or recording the same, and do such other acts and things as Lender may from time to time request to establish and maintain a valid and perfected security interest of Lender in the Collateral;
- (b) Control Agreements - Deliver to Lender such agreements giving Lender "control", as defined in the Code, of any investment property, deposit accounts, letters of credit or electronic chattel paper as Lender may request, with each such agreement being in form and substance satisfactory to Lender;
- (c) Tort Claims - In the event the Borrower obtains a "commercial tort claim" (as defined in the Code), the Borrower shall immediately notify Lender and pledge such commercial tort claim to the Lender pursuant to a supplement to this Agreement, such supplement to be in form and substance satisfactory to the Lender;
- (d) Inspection - Permit Lender, its agents and employees, from time to time, to inspect, audit and make copies of and extract from all records and other papers in the possession of Borrower, including but not limited to those pertaining to the Collateral and Borrower's debtors, and upon request of Lender, all such records and papers, including copies of customer invoices and exclusive evidence of shipment and such other documents and proof of delivery/rendition as Lender may at any time require;
- (e) Financial Statements - Furnish to Lender on or before the forty fifth (45th) day after the end of each month, financial statements in form and substance satisfactory to Lender and certified by an appropriate officer or representative of Borrower, and furnish to Lender annually on or before the sixtieth (60th) day after the end of Borrower's fiscal year, a internally-prepared compiled financial statement in form and substance satisfactory to Lender and acceptable to Lender, with all such reports to be prepared in accordance with Generally Accepted Accounting Principles, consistently applied;
- (f) Records Retention - Keep at its address shown herein its records concerning the Collateral, which records shall be of such character as will enable Lender to determine at any time the status of the Collateral;
- (g) Information - Furnish such information and documents concerning Borrower, the Collateral and Borrower's debtors as Lender may from time to time request, and comply with loan procedures and reporting requirements established from time to time by Lender;

- (h) **Payment of Charges Against Collateral** - Borrower shall pay all taxes and other charges against the Collateral promptly when same become due. Should Borrower fail to pay any such taxes or other charges, Lender may, at its option, pay any such amount owing and any such sum paid by Lender shall be payable by Borrower on demand by Lender or, at Lender's option, may be added to any of the Obligations; and
- (i) **Closing Costs** - Borrower will pay all costs of closing the loan which is the subject of this Agreement and will reimburse Lender during the period of financing hereunder for all out-of-pocket or advanced expenses, including, but not limited to, long distance phone calls and travel expenses.

9. **Default and Remedies.** Upon the occurrence of any one or more of the following: (i) any failure of any Obligor (which term shall include Borrower, any co-borrower, and each endorser, surety or guarantor of the Note) to pay any of the Obligations when due or to observe or perform any agreement, covenant or promise hereunder or in any other agreement, note, instrument or certificate of any Obligor to Lender, now existing or hereafter executed in connection with any of the Obligations, including, but not limited to, a loan agreement, if applicable, and any agreement guaranteeing payment of any of the Obligations; (ii) any default of any Obligor in the payment or performance of any other liabilities, indebtedness or obligations of any Obligor to any other creditor, or any occurrence which would allow or permit any other liabilities, indebtedness or obligations to any other creditor to be accelerated; (iii) any failure of any Obligor to furnish Lender current financial information upon request; (iv) any failure of any Obligor or any pledgor of any security interest in the Collateral (the "Pledgor") to observe or perform any agreement, covenant or promise contained in any agreement, instrument or certificate executed in connection with the granting of a security interest in any Collateral to secure the Obligations; (v) any warranty, representation or statement made or furnished to Lender by or on behalf of any Obligor in connection with the extension of credit evidenced by the Note proving to have been false in any material respect when made or furnished; (vi) any loss, theft, substantial damage, destruction, sale, foreclosure of or encumbrance to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon or the rendering of any judgment or lien or garnishment or attachment against any Obligor or its property, whether actual or threatened; (vii) the death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws, state or federal, by or against Borrower or any other Obligor; (viii) any discontinuance or termination of any guaranty of any of the Obligations by a guarantor; (ix) any amendment or termination of a financing statement naming the Borrower as debtor and the Lender as secured party, or any corrective statement with respect thereto, is filed without the prior written consent of the Lender; (x) any Receivable remaining unpaid for a period of ninety-one (91) days from the date of any advance under the Note with respect thereto; (xi) if the Collateral declines in value or for any reason becomes insufficient in Lender's sole and exclusive judgment to secure the repayment of the Obligations and Borrower, after demand, fails or refuses to substitute and/or make additions to the Collateral, or pay down the Obligations satisfactory to Lender; or (xii) Lender deeming itself insecure as to the ability of Borrower to repay the Obligations, or as to the sufficiency of the Collateral, thereupon, or at any time thereafter, Lender at its option may terminate any obligation to extend any additional credit, make additional advances or make any other financial accommodation to Borrower and/or may declare all of the Obligations to be due and payable and Lender may exercise any other rights of Lender under the Note or any other agreement with any Obligor or any Pledgor, or the remedies of a secured party under the Code, including, without limitation thereto, the right to take possession of the Collateral, or the proceeds thereof and to sell or otherwise dispose of the same, and for this purpose, to sign in the name of any Obligor any transfer, conveyance or instrument necessary or appropriate in order for Lender to sell or dispose of any of the Collateral, and Lender may, so far as Borrower can give authority therefor, enter upon the premises on which the Collateral or any part thereof may be situated and remove the same therefrom, without being liable in any way to any Obligor on account of entering any premises. Lender may require Borrower to assemble the Collateral and make the Collateral available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Furthermore, Lender shall be entitled to (and each Obligor hereby consents to) the immediate issuance of a writ of possession with respect to all personal items of Collateral in any Obligor's possession. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Borrower written notice of the time and place of any public sale

thereof or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, or otherwise given, to Borrower at the last address shown on Lender's records at least five (5) days before such disposition. In the event of a sale of the Collateral, Lender may bid upon or become purchaser at any such sale, if public, free from any right of redemption, which is hereby expressly waived by Borrower, and Lender shall have the right at its option to apply or be credited with the amount of all or any part of the Obligations owing to Lender against the purchase price bid by Lender at any such sale. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied first to the expenses (including all attorney's fees) of retaking, holding, storing, processing and preparation for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Obligations, with application as to particular Obligations or against principal or interest to be in Lender's sole and absolute discretion. Borrower shall be liable to Lender and shall pay to Lender on demand, any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral, and Lender, in turn, agrees to remit to Borrower any surplus remaining after all Obligations have been paid in full. If any Obligation (including but not limited to the Note) is a demand instrument, the statement of a maturity date or the recitation of defaults and the right of Lender to declare any Obligation due and payable shall not constitute an election by Lender to waive its right to demand payment under a demand at any time and in any event as Lender in its sole discretion may deem appropriate. The rights of Lender specified herein shall be in addition to, and not in limitation of Lender's rights under the Code, or any other statute or rules of law conferring rights similar to those conferred by the Code, and under the provisions of any other instrument or agreement executed by Borrower, any other Obligor or any Pledgor to Lender. Any rights or remedies of Lender may be exercised or taken in any order or sequence whatsoever, at the sole option of Lender. No waiver by Lender of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion.

10. Minimum Payment. In consideration of Lender extending to Borrower a line of credit of up to \$ _____, Borrower agrees to (i) either maintain an outstanding loan balance of at least \$ _____ or, (ii) to borrow each month on invoices which aggregate at least \$ _____, or (iii) pay a minimum monthly administrative fee of \$ _____ whichever is greater.

11. Business Use. Borrower represents and warrants that lender's loan or loans to Borrower will be used for nonconsumer purposes and not for personal, family or household purposes.

12. Subordination. All indebtedness owed by Borrower to _____ shall be subordinate to Lender and will not be repaid in whole or in part without the written consent of Lender in accordance with the terms and conditions of that certain subordination agreement executed by _____, which subordination agreement is by this reference incorporated herein and made a part hereof.

13. Miscellaneous. The security agreement set forth herein and the security interest in and security title to the Collateral created hereby shall terminate only when all of the Obligations have been indefeasibly paid in full and such payments are no longer subject to rescission, recovery or repayment upon the bankruptcy, insolvency, reorganization, moratorium, receivership or similar proceeding affecting Borrower, any Obligor, or any other person. All rights of Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of Borrower shall bind the heirs, legal representatives, successors and assigns of Borrower, provided, however, Borrower shall have no right to assign its rights or obligations under this Agreement without having first received the prior written consent of Lender. Borrower and each endorser, surety or guarantor of the Note, whether bound by this or by separate instrument or agreement, shall be jointly and severally liable for the indebtedness evidenced by the Note and hereby jointly and severally (i) waive presentment for payment, demand, protest, notice of nonpayment or dishonor and any and all other notices and demands whatsoever; (ii) consent that at any time, or from time to time, payment of any sum payable under the Note may be extended by Lender without notice whether for a definite or indefinite time; (iii) agree to remain liable until all of the Obligations are paid in full notwithstanding any release or transfer of Collateral by Lender or of any extension, modification or renewal; and (iv) the undersigned irrevocably consents that any legal action or proceeding against it under, arising out of, or in any manner related to this

agreement may be brought in any court in DeKalb County, Georgia. The undersigned, by the execution and delivery of this agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of such court in any such action or proceeding. The undersigned hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on any alleged lack of jurisdiction and proper venue or forum non conveniens or any similar defense. No conduct of Lender shall be deemed a waiver or release of such liability, unless the holder expressly releases such party in writing. In the event the Obligations evidenced hereby are collected by or through an attorney or Lender following a default hereunder, Lender shall be entitled to recover reasonable attorneys' fees and all other costs and expenses of collection. Time is of the essence. This Agreement, and the rights and obligations of the parties hereunder, shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties, and may be amended only by a writing signed on behalf of the party sought to be charged. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Terms used in this Agreement which are defined in the Code shall have the meanings given such terms in the Code unless the context requires otherwise.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement under seal the day and year set forth above.

ATTEST:

By: _____
Its: _____

BORROWER:

Custom Mechanical CSRA, LLC
d/B/A Custom Mechanical

By: [Signature]
Its: Managing Member

LENDER:

Presidential Financial Corporation

By: [Signature]
Its: Senior Vice President

EXHIBIT F

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)

Eileen Cross

B SEND ACKNOWLEDGMENT TO (Name and Address)

Presidential Financial Corporation
Caller Service #105100
Tucker, GA 30085-5100

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a ORGANIZATION'S NAME Custom Mechanical CSRA, LLC		FIRST NAME		MIDDLE NAME	SUFFIX
OR 1b INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
1c MAILING ADDRESS 120 Revco Road		North Augusta		SC	29841
1d TAX ID # SSN OR EIN		1e TYPE OF ORGANIZATION Corporation		1f JURISDICTION OF ORGANIZATION South Carolina	
ADD'L INFO RE ORGANIZATION DEBTOR		1g ORGANIZATIONAL ID #, if any		☒ NONE	

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

2a ORGANIZATION'S NAME Custom Mechanical		FIRST NAME		MIDDLE NAME	SUFFIX
OR 2b INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
2c MAILING ADDRESS 120 Revco Road		North Augusta		SC	29841
2d TAX ID # SSN OR EIN		2e TYPE OF ORGANIZATION Corporation		2f JURISDICTION OF ORGANIZATION South Carolina	
ADD'L INFO RE ORGANIZATION DEBTOR		2g ORGANIZATIONAL ID #, if any		☒ NONE	

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

3a ORGANIZATION'S NAME Presidential Financial Corporation		FIRST NAME		MIDDLE NAME	SUFFIX
OR 3b INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE
3c MAILING ADDRESS Caller Service #105100		Tucker		GA	30085-5100
				USA	

4 This FINANCING STATEMENT covers the following collateral

All of the following whether now owned or existing or hereafter acquired or arising and wherever located:
(1) all accounts, accounts receivable, notes receivable, contract rights, money, deposit accounts, general intangibles (including but not limited to, payment intangibles), documents, instruments, chattel paper (whether tangible or electronic), letters of credit, letter of credit rights and investment property; (2) all supporting obligations relating to any of the foregoing; (3) all inventory, equipment, fixtures and other goods of any nature whatsoever; (4) all substitutions, accessions, additions and replacement of or to any of the foregoing; and (5) all proceeds of any of the foregoing.

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

FILING OFFICE COPY — NATIONAL UCC FIF
FORM SHOULD BE TYPEW9074 UCC-1 FINANCING STATEMENT
Lapse Date 05/04/2012 10 59 07 Filing Fee 8 ORIG

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY.

A. NAME & PHONE OF CONTACT AT FILER [optional]

Eileen Cross

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Presidential Financial Corporation
3460 PRESTON RIDGE ROAD,

ALPHARETTA, GA 30005

Certified True and Correct Copy
SC Secretary of State's Office

SC SECRETARY OF STATE

NS 8424

Lapse Date: 05/04/2017

Date: 3/2/2012

Time: 9:48 AM

Page Count: 1 Pg

Debtor Count: 0

Filing Fees: \$8.00

Electronic Records Access: \$8.00

Total: \$16.00

Order ID# 9060

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

9074

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

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

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

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

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

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

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID# (Organizations)

ADD'L INFO RE ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID#, if any

☐ NONE

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

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

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

8a. ORGANIZATION'S NAME

PRESIDENTIAL FINANCE CORPORATION

OR 8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201

(03/01/2011)

EXHIBIT G

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS

Presidential Financial Corporation,)
Plaintiff,)

Civil Action No. JR 116 68

vs.)

ENTRY OF JUDGMENT

Custom Mechanical CSRA, LLC,)
d/b/a Custom Mechanical, Custom)
Industrial Services, LLC, Dean)
Durand, and Danny L. Key,)
Defendants.)

FILED 10-1 200 8
L. J. Anderson 880 am
C.C.P. & G.S.
J. J. Anderson
Deputy Clerk

On or about February 29, 2008, the Superior Court of DeKalb County, Georgia, entered a Consent Judgment ("Judgment") in the above-captioned matter against Custom Mechanical CSRA, LLC ("Custom Mechanical"), Custom Industrial Services, LLC ("Custom Industrial"), Dean Durand ("Durand"), and Danny L. Key ("Key") (collectively "Judgment Debtors"). The Judgment held the Judgment Debtors liable for actual damages in the amount of \$1,220,597.86.

On or about the 21st day of July 2008, the Judgment Creditor, Presidential Financial Corporation, filed the Judgment with the Clerk of Court for Aiken County, South Carolina. Additionally, the Judgment Creditor properly served Custom Mechanical and Key on or before August 11, 2008. Over thirty days have elapsed since the service upon the aforementioned Judgment Debtors and these Judgment Debtors have not made an appearance or a response contesting the entry of the Judgment.

THEREFORE, pursuant to the Uniform Enforcement of Foreign Judgments Act, the Judgment in regard to Custom Mechanical and Key is hereby indexed and docketed in the State of South Carolina, County of Aiken in the amount of \$1,220,597.86. This Judgment against

WCSR 3983761v1

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
Clerk of Court
J. J. Anderson
Deputy Clerk
OCT 01 2008

Custom Mechanical and Key is entitled to full faith and credit in the State of South Carolina,
County of Aiken and will be enforced in this State in the same manner as a judgment of this
State.

~~October~~
~~September~~ 1, 2008

Riz Hodara By: *J. R. Anderson*
Clerk of Court
Aiken, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

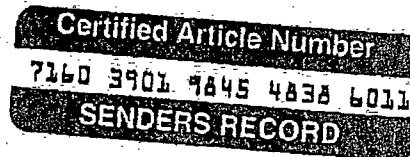
IN THE COURT OF COMMON PLEAS

Presidential Financial Corporation,)
Plaintiff,)

Civil Action No. JR 116168

vs.)

Custom Mechanical CSRA, LLC,)
d/b/a Custom Mechanical, Custom)
Industrial Services, LLC, Dean)
Durand, and Danny L. Key,)
Defendants.)



NOTICE OF FILING FOREIGN MONEY JUDGMENT:

COMES NOW Presidential Financial Corporation, Judgment Creditor in the above-captioned action, and pursuant to S.C. Code Ann. § 15-35-930, notifies Custom Mechanical CSRA, LLC ("Custom Mechanical"), Custom Industrial Services, LLC ("Custom Industrial"), Dean Durand ("Durand"), and Danny L. Key ("Key"), Judgment Debtors in the above-captioned matter, of the following:

1. On or about February 29, 2008, the Superior Court of DeKalb County, Georgia, entered a Consent Judgment ("Judgment") in the above-captioned matter against Custom Mechanical, Custom Industrial, Durand, and Key (collectively known as "Judgment Debtors"). The Judgment held the Judgment Debtors liable for actual damages in the amount of \$1,220,597.86.

2. A true and accurate copy of the Judgment, which has been filed and stamped by the Aiken County Clerk of Court, is attached as Exhibit A and is incorporated herein by reference.

3. The Judgment is a final judgment and it remains wholly unsatisfied.

4. The names and last know addresses of the Judgment Debtors are as follows:

- Custom Mechanical CSRA, LLC (via its registered agent, Danny Key)
120 Revco Road
North Augusta, SC 29841
- Custom Industrial Services, LLC (via its registered agent, Danny Key)
North Augusta, SC
- Dean Durand
North Augusta, SC
- Danny L. Key
North Augusta, SC

5. The Judgment Creditor is located at 1979 Lakeside Parkway, Suite 400, Tucker, Georgia 30084.

6. Additionally, the names of the attorneys for the Judgment Creditor in the State of South Carolina are Samuel Outten and Catherine Wrenn, both of whom work for Womble Carlyle Sandridge & Rice, PLLC. Mr. Outten and Ms. Wrenn can be located at 550 South Main Street, Suit 400, Greenville, South Carolina 29601.

7. The Judgment Creditor filed the Judgment with the Clerk of Court for Aiken County, South Carolina on or about the 21st day of July 2008. Note that the Clerk of Court's mailing address is: 109 Park Avenue SE, Aiken, SC 29801.

8. The Judgment Debtors will have thirty (30) days from receipt of this Notice to seek relief from enforcement of the Judgment. If the Judgment is not satisfied or relief from enforcement is not sought within the thirty (30) days, the Judgment will be enforced in this State in the same manner as a judgment of this State.

Respectfully submitted this 24 day of July 2008.

Cathenne Wrenn

Samuel Outten (S.C. Bar No. 4295)

soutten@wcsr.com

Catherine Wrenn (S.C. Bar No. 76042)

cwrenn@wcsr.com

Womble Carlyle Sandridge & Rice, PLLC

A Professional Limited Liability Company

P.O. Box 10208

Greenville, S.C. 29603-0208

Telephone: (864) 255-5404

Fax: (864) 255-5484

Attorneys for Plaintiff

EXHIBIT A:

STATE OF SOUTH CAROLINA)
COUNTY OF AIKEN)

IN THE COURT OF COMMON PLEAS

Presidential Financial Corporation,)
Plaintiff,)

Civil Action No. JR116168

vs.)

Custom Mechanical CSRA, LLC,)
d/b/a Custom Mechanical, Custom)
Industrial Services, LLC, Dean)
Durand, and Danny L. Key,)
Defendants.)

COPY
ORIGINAL FILED
JUL 21 2008 @
8:30 CA
AIKEN COUNTY
CLERK OF COURT

AFFIDAVIT OF CATHERINE WRENN

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

BEFORE ME, the undersigned Notary Public duly authorized to administer oaths in the State of South Carolina, appeared Catherine Wrenn, counsel for Presidential Financial Corporation in the above-captioned matter, and, in accordance with S.C. Code Ann. § 15-35-920, she states and affirms the following under oath:

1. My name is Catherine Wrenn and I am over the age of eighteen.
2. I currently am an associate of the law firm of Womble Carlyle Sandridge & Rice, PLLC ("Womble Carlyle").
3. On an ongoing basis, Womble Carlyle represents Presidential Financial Corporation in the above-captioned matter.
4. On or about February 29, 2008, the Superior Court of DeKalb County, Georgia, entered a Consent Judgment ("Judgment") in the above-captioned matter against Custom

Mechanical CSRA, LLC ("Custom Mechanical"), Custom Industrial Services, LLC ("Custom Industrial"), Dean Durand ("Durand"), and Danny L. Key ("Key") (collectively known as "Defendants"). The Judgment held the Defendants liable for actual damages in the amount of \$1,220,597.86. A true and accurate copy of the Judgment is attached as Exhibit A.

5. The Judgment is a final judgment of the Superior Court of DeKalb County, Georgia, and it is not further contested by Custom Mechanical, Custom Industrial, Durand, or Key.

6. Additionally, the entire amount of the Judgment, \$1,220,597.86, remains unsatisfied.

7. Concurrent with this Affidavit, I will file an authenticated copy of the Judgment with the Clerk of Court for Aiken County, South Carolina.

8. Furthermore, I have mailed copies of the Foreign Judgment and this Affidavit to each Defendant at its last known address via first class United States mail with prepaid postage affixed thereto.

9. In representing Presidential Financial Corporation and pursuant to S.C. Code Ann. § 15-35-920, I attest to the name and last known address of each Defendant as the following:

- Custom Mechanical CSRA, LLC (via its registered agent, Danny Key)
120 Revco Road
North Augusta, SC 29841
- Custom Industrial Services, LLC (via its registered agent, Danny Key)
120 Revco Road
North Augusta, SC 29841
- Dean Durand

North Augusta, SC

• Danny L. Key

North Augusta, SC

This is the end of the Affidavit.

Catherine Wrenn

Catherine Wrenn

Sworn to and subscribed before me this
15th day of July, 2008.

Christy L. Couch
Notary Public for South Carolina
My commission expires: 2-23-13

EXHIBIT A:

IN THE SUPERIOR COURT OF DEKALB COUNTY

STATE OF GEORGIA

PRESIDENTIAL FINANCIAL
CORPORATION, a Georgia Corporation,

Plaintiff,

v.

CUSTOM MECHANICAL CSRA, LLC, a
South Carolina Limited Liability Company
d/b/a CUSTOM MECHANICAL, CUSTOM
INDUSTRIAL SERVICES, LLC, a South
Carolina Limited Liability Company, DEAN
DURAND, an individual, GEORGE
HERRINGTON, an individual, and DANNY
L. KEY, an individual,

Defendants,

and

CUSTOM MECHANICAL CSRA, LLC
d/b/a CUSTOM MECHANICAL, CUSTOM
INDUSTRIAL SERVICES, LLC, DEAN
DURAND, and DANNY L. KEY,

Third-Party Plaintiffs,

vs.

John J. Kirlin, LLC and John J. Kirlin
Special Projects, LLC

Third-Party Defendants.

Civil Action No. 07CV10839-3

Honorable Clarence F. Seeliger

CONSENT JUDGMENT

IT APPEARING TO THE COURT that Plaintiff PRESIDENTIAL FINANCIAL CORPORATION ("Presidential") and Defendant CUSTOM MECHANICAL CSRA, LLC ("Custom Mechanical") are parties to those certain Demand Secured Promissory Note ("Note")

and Loan Agreement and Security Agreement ("Security Agreement") dated May 3, 2007, whereby Plaintiff loaned to Defendant Custom Mechanical an original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars (\$1,250,000.00);

IT FURTHER APPEARING TO THE COURT that Plaintiff **PRESIDENTIAL FINANCIAL CORPORATION** and Defendant **CUSTOM INDUSTRIAL SERVICES, LLC**, are parties to a Limited Liability Company Guaranty Agreement ("Custom Industrial Guaranty") dated May 1, 2007, whereby Defendant Custom Industrial unconditionally guaranteed payment to Presidential of all amounts owing to Presidential by Custom Mechanical, whether owed at the time of execution of arising thereafter;

IT FURTHER APPEARING TO THE COURT that Plaintiff **PRESIDENTIAL FINANCIAL CORPORATION** and Defendant **DEAN DURAND** ("Durand") are parties to a Limited Liability Company Guaranty Agreement ("Durand Guaranty") dated May 3, 2007, whereby Defendant Durand unconditionally guaranteed payment to Presidential of all amounts owing to Presidential by Custom Mechanical, whether owed at the time of execution of arising thereafter;

IT FURTHER APPEARING TO THE COURT that Plaintiff **PRESIDENTIAL FINANCIAL CORPORATION** and Defendant **DANNY L. KEY** ("Key") are parties to a Limited Liability Company Guaranty Agreement ("Key Guaranty", and collectively with the Custom Industrial Guaranty and the Durand Guaranty, the "Guaranties") dated May 3, 2007, whereby Defendant Durand unconditionally guaranteed payment to Presidential of all amounts owing to Presidential by Custom Mechanical, whether owed at the time of execution of arising thereafter;

IT FURTHER APPEARING TO THE COURT that Defendants are in default of their obligations under the Note, Security Agreement, and Guaranties (collectively "Loan Documents"), and that a dispute arose between Plaintiff and Defendants concerning Defendants' default under the Loan Documents, which dispute resulted in Plaintiff's filing this Proceeding;

IT FURTHER APPEARING TO THE COURT that the parties have agreed and consented, and do hereby mutually agree and consent, to compromise, settle, and resolve all claims and matters in controversy arising out of the Proceeding, in accordance with the terms and conditions set forth herein;

IT IS THEREFORE ORDERED as follows:

1.

Judgment is hereby entered in favor of Plaintiff and against Defendants Custom Mechanical, Custom Industrial, Durand, and Key on all claims contained in Plaintiff's Complaint in the above-styled case.

2.

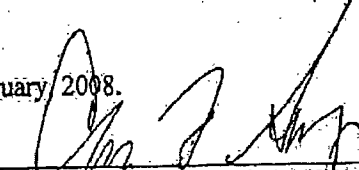
Monetary judgment for the principal and interest of the outstanding obligation in the amount of One Million Two Hundred and Twenty Thousand Five Hundred Ninety-Seven Collars and 86/100 (\$1,220,597.86) shall be entered against Defendants Custom Mechanical, Custom Industrial, Durand, and Key.

3.

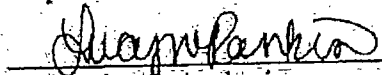
No monetary judgment shall be entered against Defendants Custom Mechanical, Custom Industrial, Durand, and Key for attorney fees or punitive damages.

This Order shall stand as the Final Judgment in this case and all parties agree that this Order shall not be appealed to any other court.

SO ORDERED this 24 day of February 2008.

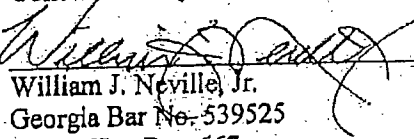

Honorable Clarence F. Seeliger
DeKalb County Superior Court

Prepared and consented to by:

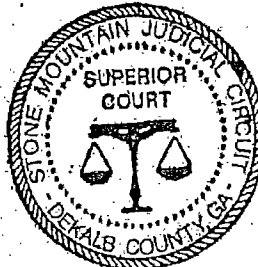

Christopher S. Anulewicz
Georgia Bar No. 020914
Lucy W. Rankin
Georgia Bar No. 558245
BALCH & BINGHAM LLP
30 Ivan Allen Jr. Boulevard, NW
Suite 700
Atlanta, GA 30308
Telephone: (404) 261-6020
Facsimile: (404) 261-3656

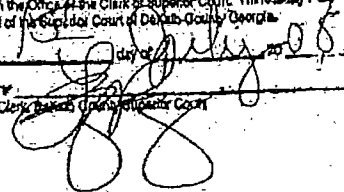
*Attorneys for Plaintiff Presidential
Financial Corporation*

Consented to by:


William J. Neville, Jr.
Georgia Bar No. 539525
Post Office Box 667
Claxton, GA 30417
Telephone: (912) 739-2533
Facsimile: (912) 739-2513

*Attorney for Defendants Custom
Mechanical CSRA, LLC, Custom
Industrial Services, LLC, Dean
Durand, and Danny Key*



State of Georgia, DeKalb County
The undersigned clerk of DeKalb Superior Court hereby certifies that this is a true and correct copy of the original document which is on file of record in the Office of the Clerk of Superior Court. Witness my hand and seal of the Superior Court of DeKalb County, Georgia.
This 24 day of February, 2008.
Signature: 
Deputy Clerk, DeKalb Superior Court

FILED
2008 FEB 29 A 11:13
CLERK OF SUPERIOR COURT
DEKALB COUNTY GA

EXHIBIT H

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12558

Augusta, Georgia

Date: 12/26/2006

Introducing: Carlson, Arthur Clayton

SSN:

Time: 6:30:00 AM

Jackson, SC

Period No.:

Member's Local: 150

Classification: Journeyman

Sent to Local: 150

Sent As: Plumber

Contractor: CUSTOM INDUSTRIAL SERV

Location: KIMBERLY CLARK

Job Stewart:

Notes: MUST HAVE STEEL TOED SHOES, SS# AND
PICTURE I.D. - REPORT TO SHOP AT 6:30 AM

Arthur Clayton Carlson
Employee

Charles J. McLean
Business Representative

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues and initiation.

CUSTOM EMPLOYEES-47

A MAJOR TRADE ASSOCIATION MAY EMPLOYERS IN ORDER TO BE ELIGIBLE FOR THE TRADE ASSOCIATION

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12930

Augusta, Georgia

Introducing: Doyle, Joseph Anthony III

SSN:

Date: 5/2/2007

Time: 6:00:00 AM

Classification: Journeyman
Sent As: Welder
Contractor: CUSTOM INDUSTRIAL SERV
Location: KIMBERLY CLARK
Job Stewart:

Period No.:

Member's Local: 150

Sent to Local: 150

Notes: MUST HAVE STEEL TOED SHOES - 2 FORMS LD. -
25' TAPE, TORREDO LEVEL, CRESSENT WRENCH,
WIRE PLIERS

This will authorize my employer to deduct 1% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues assessment.

J. A. Doyle III
Employee
Charles Hardigree
Business Representative

CUSTOM EMPLOYEES-64

CUSTOM EMPLOYEES-109

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12570

Augusta, Georgia

Date: 1/2/2007

Introducing: Friedman, Daniel R.

SSN:

Time: 6:30:00 AM

Period No.:

Member's Local: 150

Sent to Local: 150

Classification: Journeyman

Sent As: Plumber

Contractor: CUSTOM INDUSTRIAL SERV

Location: KIMBERLY CLARK

Job Stewart:

Notes: MUST HAVE STEEL TOED SHOES, SS# AND
PICTURE I.D.

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues & assessment.

Employee

Charles Hardigree
Business Representative

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12608

Augusta, Georgia

Introducing: Google, Clay

SSN:

Date: 1/15/2007

Time: 6:00:00 AM

Period No.: 3

Member's Local: 150

Classification: Apprentice

Sent As: Apprentice

Contractor: CUSTOM INDUSTRIAL SERV

Location: KIMBERLY CLARK

Job Stewart:

Sent to Local: 150

Notes: MUST HAVE STEEL TOED SHOES, 2 FORMS I.D. -
REPORT TO SHOP AT 6:00 AM

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues assessment.

Clay Google
Employee

Charles Hardgrave
Business Representative

CUSTOM EMPLOYEES-126

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12551

Augusta, Georgia

Introducing: Waltemath, James Michael

SSN:

Date: 12/26/2006

Time: 6:30:00 AM

Period No.:

Member's Local: 150

Classification: Journeyman

Sent As: Welder

Sent to Local: 150

Contractor: CUSTOM INDUSTRIAL SERV

Location: KIMBERLY CLARK

Job Stewart:

Notes: MUST HAVE STEEL TOED SHOES, SS# AND

PICTURE I.D. -

REPORT

TO SHOP AT 6:30 AM

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.

This will authorize my employer to deduct 2% of gross wages for dues assessment.

Employee

Charles Hardigree
Business Representative

CUSTOM EMPLOYEES-159

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12711 Augusta, Georgia Date: 2/12/2007
Introducing: Elzey, Charles Raymond SSN: Time: 6:00:00 AM
Period No.:
Member's Locat: 150
Sent to Locat: 150
Classification: Journeyman
Sent As: Welder
Contractor: CUSTOM INDUSTRIAL SERV
Location: KIMBERLY CLARK
Job Stewart: TONY HALL
Notes: REPORT TO SHOP AT 6:00AM - MUST HAVE STEEL
TOED SHOES, 2 FORMS LD.

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund
This will authorize my employer to deduct 2% of gross wages for dues assessment.

C. R. Elzey
Employee
Charles Hardigree
Business Representative

CUSTOM EMPLOYEES-377

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 11990

Aurora, Georgia

W. W. W.

Introducing: McFerrin, William Randolph SSN:

Date: 2/20/2006

Time: 7:00:00 AM

Period No:

Member's Local: 150

Sent to Local: 150

Classification: Journeyman

Sent As: Fitter

Contractor: CUSTOM MECHANICAL

Location: Kimberly Clark

Job Stewart:

Notes:

William W. W.
Employee

Charles Hardie
Business Representative

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues assessment.

CUSTOM EMPLOYEES-14

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12493 Augusta, Georgia

Introducing: Nichols, Daniel Robert SSN:

Date: 11/27/2006

Time: 6:30:00 AM

Period No.:

Member's Local: 150

Sent to Local: 150

Classification: Journeyman
Sent As: Welder
Contractor: CUSTOM INDUSTRIAL SERV
Location: KIMBERLY CLARK
Job Stewart:

Notes: REPORT TO SHOP - MUST HAVE STEEL TOED
SHOES


Employee
Charles Hardigree
Business Representative

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for discount amount.

CUSTOM EMPLOYEES-16

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12545

Augusta, Georgia

Date: 12/20/2005

Introducing: Roye, Raleigh Benson

SSN:

Time: 7:00:00 AM

Period No.:

Member's Local: 150

Sent to Local: 150

Classification: Journeyman

Sent As: Fitter

Contractor: CUSTOM INDUSTRIAL SERV

Location: KIMBERLY CLARK

Job Stewart:

Notes: MUST HAVE STEEL TOED SHOES, SS CARD &
PICTURE I.D. - REPORT TO SHOP 9/19/06 FOR
PROCESSING

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues assessment.

Raleigh Roye
Employee

Charles Hardigree
Business Representative

CUSTOM EMPLOYEES-18

CUSTOM EMPLOYEES-39

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Referral No: 12520
Introducing: Black, Ralph Dennis
Augusta, Georgia
SSN:
Date: 12/4/2006
Time: 6:30:00 AM
Period No.:
Member's Local: 150
Sent to Local: 150
Classification: Journeyman
Sent As: Plumber
Contractor: CUSTOM INDUSTRIAL SERV
Location: KIMBERLY CLARK
Job Stewart:

Notes: MUST HAVE STEEL TOED SHOES - MUST HAVE
TAP, TORPEDO LEVEL, CHANNEL LOCKS,
CRESENT WRENCH - REPORT TO SHOP AT 6:30 AM

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues assessment.

Ralph Black
Employee
Charles D. Darden
Business Representative

PLUMBERS AND STEAMFITTERS LOCAL NO. 150

Rever Rd

1/2 m Rite

Referral No: 12507

Augusta, Georgia

Date: 1/2/2007

Introducing: Brittingham, Thomas Louis

SSN:

Time: 6:30:00 AM

Period No.:

Member's Local: 150

Classification: Journeyman

Sent As: Plumber

Sent to Local: 150

Contractor: CUSTOM INDUSTRIAL SERV

Location: KIMBERLY CLARK

Job Stewart:

Notes: MUST HAVE STEEL TOED SHOES, SS# AND
PICTURE I.D. Report to Shop
6:30 AM

Thomas Brittingham
Employee
Charles Hardigree
Business Representative

This will authorize my employer to deduct 5% of my gross weekly pay as vacation fund.
This will authorize my employer to deduct 2% of gross wages for dues assessment.

CUSTOM EMPLOYEES-45

EXHIBIT I

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CAREPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANH;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)
 29 - - - - -)

30 DEPOSITION OF DANIEL FRIEDMANN
 31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the Plumbers & Steamfitters Local No. 150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Friday, the 28th day of September, 2012
 36 commencing at 9:38 a.m.

01 There's a person that they hired to handle it for them.

02 That's my understanding.

03 Q. Okay.

04 A. There it is. Southern Benefits.

05 Q. Where do you see that?

06 A. Right on the bottom of the last page, five of
07 five, bottom left. Southern Benefit Administrators in
08 Goodlettsville, Tennessee.

09 Q. Yeah, Southern Benefit Administrators --

10 A. They're the guys who handle it and they're, I
11 guess, contracted by 150 to handle these disbursements.

12 Q. Okay. All right, now, the vacation fund
13 disbursements that you're talking about, how often are
14 those disbursements made by Southern Benefit
15 Administrators?

16 MS. SHUTT: Objection.

17 Q. [Mr. Buchanan] If you know.

18 A. Twice a year. Usually once around Christmas
19 and then once in May, I think.

20 Q. Okay.

21 A. It's totally elective.

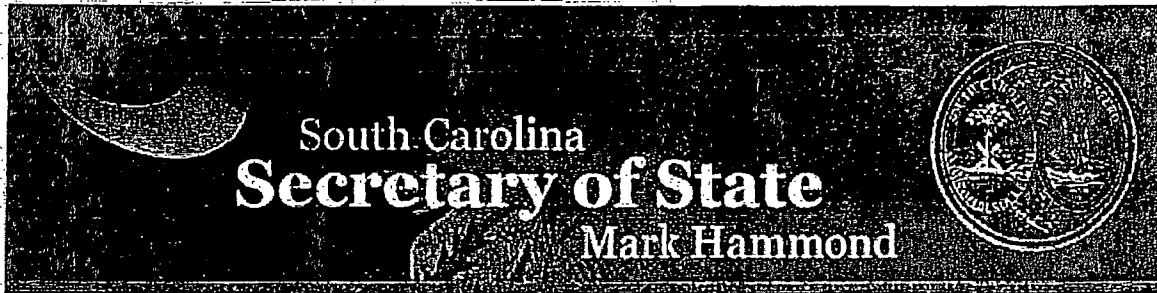
22 Q. So you decide?

23 A. No.

24 Q. Or --

25 A. No, it's totally elective if you want to

EXHIBIT L



CUSTOM MECHANICAL CSRA, LLC

Note: This online database was last updated on 1/22/2013 6:02:13 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	DANNY KEY
ADDRESS:	120 REVCO RD
CITY:	N AUGUSTA
STATE:	SC
ZIP:	29841
SECOND ADDRESS:	

FILE DATE:	05/09/2006
EFFECTIVE DATE:	05/09/2006
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	05/09/2006	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

South Carolina Secretary of State

Mark Hammond



CUSTOM INDUSTRIAL SERVICES, LLC

Note: This online database was last updated on 1/22/2013 6:02:13 PM.
See our Disclaimer.

DOMESTIC / FOREIGN:	Domestic
STATUS:	Good Standing
STATE OF INCORPORATION / ORGANIZATION:	SOUTH CAROLINA Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME:	DANNY KEY
ADDRESS:	120 REVCO RD.
CITY:	N AUGUSTA
STATE:	SC
ZIP:	29841
SECOND ADDRESS:	
FILE DATE:	06/09/2006
EFFECTIVE DATE:	06/09/2006
DISSOLVED DATE:	//

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Domestic LLC	06/09/2006	AT WILL	

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.

EXHIBIT M

ARTICLES OF AGREEMENT

Between

PLUMBERS AND STEAMFITTERS LOCAL UNION NO. 150
(Hereinafter referred to as Union)

and the

AUGUSTA MECHANICAL CONTRACTORS ASSOCIATION, INC.
(Hereinafter referred to as Employer)

This agreement entered into by EMPLOYER and UNION shall include the following counties in this territorial jurisdiction:

Georgia: Richmond, Burke, Jenkins, Jefferson, Lincoln, Taliaferro, Glascock, Warren, McDuffie,
Wilkes, Columbia.
South Carolina: Aiken, Barnwell, Edgefield, McCormick

ARTICLE I

DEFINITIONS

- (a) "EMPLOYER" means an individual, firm, partnership, corporation or association, contracting as master plumber or steamfitter or both and including air conditioning, refrigeration and heating contractors.
- (b) "EMPLOYEE" means journeyman plumber or journeyman steamfitter, or apprentice plumber or apprentice steamfitter.
- (b) "UNION" means Plumbers and Steamfitters Local Union No. 150 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO.
- (c) "JOURNEYMAN" means a journeyman plumber or a journeyman steamfitter or a journeyman welder, or a journeyman air conditioning and refrigeration mechanic.
- (e) "APPRENTICE" means helper to a journeyman working under this agreement.

ARTICLE 2

AGREEMENT

EMPLOYER agrees that during the period from 10-1-06 to and including 9-30-09 when employing members of UNION, to adhere to wage schedule and working conditions herein stated, and UNION agrees that during said period it and its members who work for EMPLOYER will do so on the basis of the wage schedule and working conditions herein stated; however, it is agreed that nothing herein stated shall be construed as committing or binding UNION and its members to work for EMPLOYER if for any reason, whatsoever the UNION and its members do not care to do so and nothing herein stated shall be construed as committing or binding on EMPLOYER to employ members of Union if EMPLOYER does not care to do so.

(1)

ARTICLE 3

HIRING OF MEN

Union agrees at all times to furnish competent journeymen and apprentices after notice by Employer to Union's Business Representative at 1211 Telfair Street, Augusta, Georgia. Selection of Journeymen for referral will be made in accordance with the "Hiring Procedure" attached hereto and made a part and parcel of this contract.

ARTICLE 4

EMPLOYMENT UNDER CONTRACT

- (a) No member of Union shall accept subcontracting of labor for plumbing or steamfitting or both, or air conditioning and refrigeration.
- (b) Employer, if an individual, shall have at least one journeyman in his employ before he is recognized by the Union as a contractor, he shall be permitted to use tools for plumbing or steamfitting or both, provided such work and the use of such tools come within the prescribed rules governing members of Union.
- (c) Employer, if a firm, partnership or association, shall be permitted one member of the firm, partnership or association, to use tools plumbing, steamfitting, air conditioning or refrigeration, provided such work and the use of such tools come within the prescribed rules governing members of the Union.
- (d) Employer, if a corporation shall be permitted one of its officials to use tools for plumbing, steamfitting, air conditioning or refrigeration, provided such work and the use of such tools come within the prescribed rules governing members of the Union.
- (e) Employer shall not borrow or lend any Employee, who is a member of Union covered under this contract, to or from any other Employer, unless written permission is given by the Union's Business Representative.
- (f) Employee will furnished the following tools: FITTERS- 25' tape, torpedo level, channel lock pliers, 12" adjustable wrench. WELDERS-25' tape, torpedo level, side cutter pliers, 12" adjustable wrench. Each employee while employed by a contractor signatory to the "Articles of Agreement", will be responsible for maintaining and using his tools and for replacing tools lost or misplaced due to his negligence. Contractor will provide a locked storage area for employee tools. Tools broken on a job site will be replaced by Employer provided employee produces broken tool.
- (g) When special uniforms (Fire retardant clothing) are required by the Employer or the customer, they will be provided by others and returned upon completion of job. Employee or Union will not be required to furnish.
- (h) The Employees shall keep himself, his equipment and his company owned vehicle in a neat, clean and safe condition within his control.
- (i) If an employee is unable to pass weld test, contractor is not obligated to pay employee for wages while testing.
- (j) Any contractor that is delinquent on any funding owed to the local 150 union will be required to furnish a cash surety or bond after their 1st delinquency on an annual basis as follows. 0-6 employees \$5,000.00, 6-10 employees \$10,000.00, 10-20 employees \$20,000.00, over 20 employees \$25,000.00.

ARTICLE 5

WELDING

Welding of every description and character in it's entirety when connected with pipefitting, is the work of Union and Employee in accordance with Section 7 of the United Association Constitution.

(2)

ARTICLE 6

It is mutually agreed by and among the employing contractors and the Union and said parties agree with each other that the rate of wages the Employer agrees to pay shall be for the term of contract as follows:

EFFECTIVE 10-01-06
through
09-30-07

Classification	Rate per Hour	H & W	Local Pension	National Pension	Apprentice Fund	Industrial Advancement Fund	International Training Fund	Annuity Fund
Journeyman	21.47	4.51	4.62	.20	.45	.20	.05	.25
<u>Apprentice or Pre-Apprentice:</u>								
1 st year of school	10.74	4.51			.45	.20	.05	.25
2nd year of school	12.88	4.51	2.31(50%)		.45	.20	.05	.25
3 rd year of school	13.96	4.51	4.62	.20	.45	.20	.05	.25
4th year of school	15.03	4.51	4.62	.20	.45	.20	.05	.25
5th year of school	17.18	4.51	4.62	.20	.45	.20	.05	.25

EFFECTIVE 10-01-07
through
09-30-08

Classification	Rate per Hour	H & W	Local Pension	National Pension	Apprentice Fund	Industrial Advancement Fund	International Training Fund	Annuity Fund
Journeyman	22.82	4.51	4.62	.20	.55	.20	.05	.25
<u>Apprentice or Pre-Apprentice:</u>								
1 st year of school	11.41	4.51			.55	.20	.05	.25
2nd year of school	13.69	4.51	2.31(50%)		.55	.20	.05	.25
3 rd year of school	14.83	4.51	4.62	.20	.55	.20	.05	.25
4th year of school	15.97	4.51	4.62	.20	.55	.20	.05	.25
5th year of school	18.26	4.51	4.62	.20	.55	.20	.05	.25

EFFECTIVE 10-01-08
through
09-30-09

Classification	Rate per Hour	H & W	Local Pension	National Pension	Apprentice Fund	Industrial Advancement Fund	International Training Fund	Annuity Fund
Journeyman	24.27	4.51	4.62	.20	.55	.20	.05	.25
<u>Apprentice or Pre-Apprentice:</u>								
1 st year of school	12.14	4.51			.55	.20	.05	.25
2nd year of school	14.56	4.51	2.31(50%)		.55	.20	.05	.25
3 rd year of school	15.78	4.51	4.62	.20	.55	.20	.05	.25
4th year of school	16.99	4.51	4.62	.20	.55	.20	.05	.25
5th year of school	19.42	4.51	4.62	.20	.55	.20	.05	.25

(3)

Changes to Supervision Pay rates:

- A. Establish working foreman rate of 10% above applicable journeyman's rate -- this person may work not less than 3 but not more than 5 journeyman or apprentices.
- B. Foremans working 6 or more shall receive 10% above applicable journeyman's rate. (1 foreman may work up to 12 persons)
- C. General Foreman shall receive 15% over the applicable journeyman's rate. (1 General Foreman @ 3 Foreman and no more than 6)
- D. Superintendents shall receive 17.5% over the applicable journeyman's rate. (1 Superintendent when there are 2 General Foreman.
- E. Journeyman and apprentices working work classified as "Nuclear Work" (Any work performed at a Nuclear facility that requires all of the following: general employee training, security clearance, radiation and contamination training, background investigation, TLD badges or radiation monitoring) will be paid at 8% above journeyman rate.

2% dues assessment of gross taxable wages based on all hours worked for anyone covered under this Collective Bargaining agreement will be collected and forwarded to local 150 on a monthly basis.

5%, 10% or 15% check-off from Employees gross pay for Vacation Fund starting December 1, 1990. Selection changes by sign authorization card 30 days prior to December 1 or June 1.

Employer shall pay fringe benefits on hours paid.

Employees may elect to put monies into additional funds of their choosing as long as it is consistent and applicable for all employees. These contributions will come from employee's wages. No additional funds from Contractor.

Industrial Advancement Fund (MARKET RECOVERY FUND) is to be used for Industrial Work only. No Commercial or Davis Bacon Work.

Definition of full rate or Industrial Scale:

Any facility that produces a product - example but not limited to chemical plants, refineries, steam plants, power plants, paper mills, auto plants, steel mills, garment mills, foundries, pharmaceutical plants, etc.

Definition of Commercial work (reduced scale) - A job or project that does not produce a product - examples are hospitals, motels, medical facilities, office complex, restaurants, schools, prisons, jails, apartment or housing complex, etc.

"Commercial Rate" (reduced scale)

EFFECTIVE 10-01-06
Through
09-30-07

Journeyman \$17.82 + full benefit package
Foreman will be paid \$1.25 above Journeyman Scale
General Foreman will be paid \$1.75 above Journeyman Scale
Superintendent will be \$2.25 above Journeyman Scale

All apprentices paid at Industrial Rate

EFFECTIVE 10-01-07
Through
09-30-08

Journeyman \$18.94 + full benefit package
Foreman will be paid \$1.25 above Journeyman Scale
General Foreman will be paid \$1.75 above Journeyman Scale
Superintendent will be \$2.25 above Journeyman Scale

All apprentices paid at Industrial Rate

EFFECTIVE 10-01-08
Through
09-30-09

Journeyman \$20.14 + full benefit package
Foreman will be paid \$1.25 above Journeyman Scale
General Foreman will be paid \$1.75 above Journeyman Scale
Superintendent will be \$2.25 above Journeyman Scale

All apprentices paid at Industrial Rate

All apprentices paid at Industrial Rate (50% of Journeyman rate 1st school year; 60% - 2nd year; 65% - 3rd year; 70% - 4th year & 80% - 5th yr.)

Payday shall be Thursday of each week.

Any changes made on this agreement would be made by sub-paragraph #1.

Sub-paragraph #1. Local #150 has the option of notifying the Mechanical Contractors Association of Augusta signatory to this agreement 30 days in advance if they wish changes in fringe benefits to be deducted from hourly rate established 10-1-06.

(3b)

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND

The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this agreement on behalf of those employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

1. (a) Commencing with the 1st day of October 2006, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extension thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is covered by the Plan in each classification listed in accordance with the said Collective Bargaining Agreement.

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required by the Collective Bargaining Agreement shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

(b) The Employer shall make the contribution set out in subparagraph 1 (a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

(c) Contributions as set out in subparagraph 1 (a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(d) The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.

3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.

4. If an Employer fails to make contributions to the Pension Fund within 20 days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

(4)

ARTICLE 7

APPRENTICESHIP TRAINING

(a) It is further agreed that a Joint Apprenticeship Committee be set up composed of three (3) signatory union contractors and three (3) journeymen and the ruling of this commission be final and binding on both parties to this agreement when said rulings are in accordance with the U. S. Federal Laws.

(b) Employer agrees as of the signing of this Agreement, that he will help financially to support the Apprenticeship Training Program by paying contribution (as shown in Article 6) to the Apprenticeship Training Fund for each Employee in his shop.

(c) On 10-1-06 the first plumber on a job may work one apprentice and the first steamfitter or welder on a job may work one apprentice. The ratio of other apprentices on the job after the above will be 1 apprentice to 2 journeymen.

ARTICLE 8

HOURS—OVERTIME

(a) All Employees shall report to the job in ample time to allow them to be in their assigned location at the appointed starting time. Employees shall work to their appointed stopping time. Time shall be allowed for tool pick-up and general housekeeping.

(b) A standard work week shall consist of five (5) standard work days, Monday through Friday, totaling forty (40) hours of work. Eight hours shall constitute a work day from 7:00 A.M. and 5:30 P.M., unless otherwise agreed between Employer and Union. All work done in excess of eight (8) hours per day between hours specified shall be paid at the rate of 1 1/2 time. All work done on Sundays will be at the rate of double time. At the employer's option, the work week may consist of four (4) ten (10) hour days, Monday through Thursday, at regular time. (Work day may begin at 6:00 AM by mutual agreement between business manager and contractor.)

Employee must work 40 hours a week before receiving overtime, or 10 hours per day on 4-10 shift and 8 hours per day on 5-8 shifts. Employee will receive overtime for pre-approved excused tardiness or absences. (Death in immediate family, Doctors Excuse, Court Date, Jury Duty). "Immediate Family" to only include; Mother, Father, Brother, Sister, Children, Grandparents.

(c) Double time shall be paid for work done on the following holidays: Memorial Day (Fourth Monday in May), Christmas Day, New Year's Day, Thanksgiving Day, Labor Day, and Fourth of July. Holidays falling on Saturday shall be observed the previous Friday. Holidays falling on Sunday shall be observed the following Monday.

(d) Work done on Labor Day shall be permissible only when such services are performed solely to either protect life or property.

(e) Shift Differential: Second Shift - 8 hours pay for 7 1/2 hours work
Third Shift - 8 hours pay for 7 hours work

To qualify for shift differential the work must run for five (5) consecutive days or by project agreement, as required by job conditions.

(f) A 3 - 12 hr shift for weekends will be put into contract (36 hrs. worked for 44 hrs. pay). When so elected by the contractor, an alternating schedule may be established. Under this operation a 4 - 10's shift Monday through Thursday (A & B shifts) and a Friday, Saturday, Sunday shift consisting of 3 - 12's paying 44 hours for the shift (A&B) can be established and they shall be consecutive.

(g) There will be an 8 hour break between shifts, if not, all hours worked on next shift will be at 1-1/2 rate.

ARTICLE 9

GENERAL EMPLOYMENT REGULATIONS

SECTION 1: TRANSPORTATION---TRAVEL

(a) Employer is not required to provide transportation to work located in Local #150 jurisdictional area.

(b) Any Employee who reports for work and is put to work by virtue of this contract shall be paid for at least a half day's pay, provided he works less than four (4) hours on that day unless illness on his part, or weather conditions prevent his working the above mentioned hours, or if he leaves of his own accord. In the event he works more than four (4) hours during that day and less than eight (8) hours during the day, he shall be paid for eight (8) hours, unless illness on his part or weather conditions prevent his working the above mentioned hours. The Employer agrees that if an Employee reports for work on any job and is sent home on account of weather conditions, he will receive two (2) hours pay reporting time, unless he leaves the job on his own accord.

When an employee is requested to report for work any time before or after working hours, or on days recognized as holidays, and he does not go to work, he shall be paid show-up time at the overtime rates.

(c) Employer agrees to furnish Employees with ice water on all job sites.

SECTION 2: FOREMAN---GENERAL FOREMAN---STEWARDS

A. Establish working foreman rate of 10% above applicable journeyman's rate -- this person may work not less than 3 but not more than 5 journeyman or apprentices.

B. Foremans working 6 or more shall receive 10% above applicable journeyman's rate. (1 foreman may work up to 12 persons).

C. General Foreman shall receive 15% over the applicable journeyman's rate. (1 General Foreman @ 3 Foreman and no more than 6)

D. Superintendents shall receive 17.5% over the applicable journeyman's rate. (1 Superintendent when there are 2 General Foreman.

E. A Shop Steward shall be appointed by Union for each shop. His duty shall be to adjust all controversy arising in the shop of Employer between Employer and Employees, that is or are members of Union covered by this contract, arising in connection with this contract in reference to working rules, to the best of his ability and for the best interest of all parties covered under this contract, and shall be given ample time to attend to such business.

SECTION 3: DRUG TEST/SAFETY TRAINING

A. Drug screening required by Company substance abuse policy be administered prior to first scheduled work day. All employees having negative results on drug screening shall be paid at straight time rate for screening time.
Local Union No. 150 IS COMMITTED TO A DRUG FREE WORK PLACE AND WILL ONLY REFER WHAT IT BELIEVES TO BE DRUG FREE EMPLOYEES.

B. Beginning no later than October 1st of 2007 all workers referred to a signatory contractor shall present an OSHA 10 Hour Card. This will be listed on referral and a 45 day grace period will be granted for new apprentices or newly organized members.

SECTION 4: The contractor will provide one 15 minute break in the morning and one 15 minute break in the afternoon on a 10 hour shift, and one 15 minute break in the morning on an 8 hour shift. There will at no time be an organized work stoppage for break purposes.

(6)

ARTICLE 10.

JOINT LABOR-MANAGEMENT COMMITTEE

SECTION 1: GOOD WILL

Union will use its best efforts to cooperate at all times with Employer for the harmony and good will between parties covered by this contract. Any member of Union covered by this contract failing to deport himself to the best interest of all parties covered by this contract, if so reported by Employer in writing to the Union, shall be subject to disciplinary measures by said Union.

SECTION 2: GRIEVANCE COMMITTEE

Upon notice of either Union or Employer in writing to the other to appoint a Grievance Committee, the notifying party in such notice; if Union, naming three journeymen; and if Employer, naming three Signatory Union Contractors, the notified party shall appoint in writing, if Union, three journeymen, and if Employer, three Signatory Union Contractors, and so notify in writing the notifying party within three days after receipt of such notice. The three journeymen named and the three Signatory Union Contractors named to constitute a Grievance Committee between Union and Employer.

The Grievance Committee shall at once set about to thrash out and settle if possible, any grievance arising under this contract, and committee shall in writing, within five (5) days, make a written report to Union and Employer of its accomplishments or its failure to accomplish. At the end of five (5) days from the appointment of the Committee it shall automatically be adjourned and discharged unless it is agreed in writing by Union and Employer that it continues its efforts for an additional specified time and after such specified time it shall be discharged from its duties as a Grievance Committee.

SECTION 3: BOARD OF ARBITRATION

Upon written notice by Union to Employer or from Employer to Union to set up a Board of Arbitration to adjust a dispute or disputes arising under this contract, such a Board shall be set up as follows:

The employing firm to select two, the journeymen to select two;
These four to select a fifth to be an impartial person. Said
Board shall endeavor to adjust all disputes which may arise.
Failure to adjust said disputes shall be referred to the proper
Authorities for final adjustment. Pending the duration of such
Arbitration, work shall continue uninterrupted until final agreement.

SECTION 4: ENFORCEMENT AND CANCELLATION

- (a) Employer agrees to cooperate with the Union in enforcing their rules and by-laws as long as their rules and by-laws cause no conflict with local, state or federal laws.
- (b) Employer and Union agree that by giving thirty (30) days written notice, either party has the privilege of cancelling said agreement, but must state reasons for cancellation.

ARTICLE 11

VALIDITY OF AGREEMENT

(a) It is not the intent of either party thereto to violate any laws. Therefore, should any article or section of this agreement be found to conflict with any Federal, State or Municipal Law or Ordinance such portion shall not be construed as a violation of any law and will immediately be changed to conform.

(b) Union agrees to notify Employer ninety (90) days in advance of changes desired before expiration date and all negotiations to be concluded before the expiration date of old contract. Also, it is agreed the Employer will notify the Union ninety (90) days in advance of the expiration date of changes desired and all negotiations to be concluded before expiration date of old contract.

(c) If no agreement on the contract is reached within thirty (30) days of the expiration date, both parties agree to submit the dispute to the Industrial Relations Council for the Plumbing and Pipefitting Industry and further agree that all terms and conditions of this agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council.

This agreement signed at Augusta, Georgia this 15th day of Oct 2006

for a period of 3 years inclusive.

IN WITNESS WHEREOF Union has hereunto set its hand and affixed its seal through

and by its duly authorized agent to do so, and Employer has hereunto set his hand and affixed his

seal by such duly authorized person to do so, and this instrument is executed in duplicate, each for

all purposes declared to be as original.

L.S. [Signature] L.S. PLUMBERS & STEAMFITTERS LOCAL 150

BY Custan Industries LLC BY Charles J. Hensley

WITNESSED

[Signature]
[Signature]

EXHIBIT N

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

PLUMBERS AND STEAMFITTERS LOCAL NO.)
150 HEALTH AND WELFARE FUND,)
PLUMBERS AND STEAMFITTERS LOCAL NO.)
150 PENSION FUND, PLUMBERS AND)
STEAMFITTERS LOCAL NO. 150 ANNUITY)
FUND, and JACKIE K. NORDEEN, JR. and) CIVIL ACTION
PATRICK H.F. SMITH, IV, as trustees of these) NO. 1:07-CV-02184-MBS
funds; PLUMBERS AND STEAMFITTERS)
LOCAL NO. 150 VACATION FUND, and)
PATRICK H.F. SMITH, IV and JOSEPH L.)
DOZIER, as trustees of this fund; and AUGUSTA)
JOINT APPRENTICESHIP & JOURNEYMAN)
TRAINING COMMITTEE, and PATRICK H.F.)
SMITH, IV and CHARLES I. HARDIGREE, as)
trustees of this fund;)
Plaintiffs,)
v.)
CUSTOM INDUSTRIAL SERVICES, LLC,)
Defendant.)

AMENDED VERIFIED COMPLAINT

COME NOW Plaintiffs and file their Amended Verified Complaint ("Amended Complaint")
against Defendant Custom Industrial Services, LLC ("Defendant"), and allege as follows:

Parties, Venue and Jurisdiction

1.

The Plumbers and Steamfitters Local No. 150 Health and Welfare Fund (the "Health and Welfare Fund"), the Plumbers and Steamfitters Local No. 150 Pension Fund (the "Pension Fund"), the Plumbers and Steamfitters Local No. 150 Annuity Fund (the "Annuity Fund"), the Plumbers and Steamfitters Local No. 150 Vacation Fund (the "Vacation Fund"), and the Augusta Joint

Apprenticeship & Journeyman Training Committee (the "Apprentice Fund")(collectively, the "Funds") are employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1002(3). Pursuant to ERISA § 502(d)(1), 29 U.S.C. § 1132(d)(1), the Funds have capacity and standing to bring this suit.

2.

Jackie K. Nordeen, Jr. and Patrick H.F. Smith, IV are representative trustees ("Trustees") of the Health & Welfare, Pension, and Annuity Funds. Patrick H.F. Smith, IV and Joseph L. Dozier are Trustees of the Vacation Fund. Patrick H.F. Smith, IV and Charles I. Hardigree are Trustees of the Apprentice Fund. The Trustees exercise discretionary authority and control with respect to the management of, and with respect to the management and disposition of the assets of, the Funds. Accordingly, the Trustees are "fiduciaries" of the Funds within the meaning of ERISA § 3(21), 29 U.S.C. § 1002(21). The Trustees bring this suit on behalf of the Funds and on behalf of the Funds' participants and beneficiaries and not in any individual capacity.

3.

Defendant is a limited liability company doing business and existing under the laws of the State of South Carolina. Defendant conducts business within the District of South Carolina and is subject to the jurisdiction of this Court. The Summons and Amended Complaint may be served upon Defendant's registered agent, Danny Key, at 120 Revco Road, North Augusta, South Carolina, 29841.

4.

Defendant is an "employer" within the meaning of ERISA § 3(5), 29 U.S.C. § 1002(5), and NLRA § 2(2), 29 U.S.C. § 152(2).

5.

This Court has subject matter jurisdiction over this action pursuant to ERISA §§ 502(e)(1) and (f), 29 U.S.C. §§ 1132(e)(1) and (f), and 28 U.S.C. § 1331.

6.

Venue in this action is proper in the District of South Carolina under ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2), and 28 U.S.C. § 1391 because the actions complained of herein took place in such District and the Defendant resides and may be found in such District.

7.

Copies of this Amended Complaint have been served upon the Secretary of Labor and the Secretary of Treasury by certified mail in compliance with the provisions of ERISA § 502(h), 29 U.S.C. § 1132(h).

Factual Allegations

8.

Pursuant to Article 6 of the Articles of Agreement between the Plumbers and Steamfitters Local Union No. 150 and the Augusta Mechanical Contractors Association, Inc. (the "Collective Bargaining Agreement"), to which Defendant has assented, Defendant is liable to each of the Funds for fringe benefit contributions (the "Contributions") due and owing each of them.

9.

Defendant, by virtue of its execution of the Collective Bargaining Agreement, is bound to the trust agreements of the Funds ("Trust Agreements") and the rules and regulations enacted by the Trustees to govern the collection of Contributions, including, but not limited to, rules and regulations setting forth the schedule for payments, making provision for liquidated damages assessed as a result of any late payments, and requiring employers to pay to the Funds their costs, including attorneys'

fees, incurred in collecting any untimely or unpaid Contributions.

10.

Defendant is required to submit to the Funds by the tenth (10th) day of each month reports showing the Contributions due and owing the respective Funds for work performed during the previous month by Defendant's employees covered by the Collective Bargaining Agreement. Defendant has defaulted on its duty in this regard by not submitting employer reports to the Funds in a timely manner for all months on and after June, 2007.

11.

Defendant is required to remit to the Funds all Contributions due and owing the respective Funds for any given month by the tenth (10th) day of the following month. Defendant has defaulted on its duty in this regard by failing to pay Contributions in any amount for all months on and after April, 2007.

12.

Upon information and belief, for all months on and after April, 2007, Defendant utilized employees covered by the Collective Bargaining Agreement (the "Covered Employees") for a project on land owned by the Kimberly-Clark Corporation, or an affiliate or subsidiary thereof, in Beech Island, South Carolina (the "Kimberly-Clark Project").

13.

Notwithstanding Defendant's failure to pay Contributions to the Funds, the Funds are obligated to pay benefits to their participants and beneficiaries.

14.

Pursuant to the rules and regulations enacted by the Trustees of the Funds, Contributions for a given month that are not paid by the twentieth (20th) day of the following month are considered

delinquent. Due to Defendant's failure to pay Contributions in any amount for all months on and after April, 2007, Defendant's Contributions for those months are considered delinquent (the "Delinquent Contributions").

15.

As a result of its Delinquent Contributions, Defendant has accrued liquidated damages that have been assessed by the Funds pursuant to the Trust Agreements and the rules and regulations enacted by the Trustees.

16.

Although Defendant's failure to timely submit employer reports for all months on and after June, 2007 prevents Plaintiffs from ascertaining the total amount of Defendant's unpaid Contributions, upon information and belief, the amount of Contributions and liquidated damages owed by Defendant to the Funds is approximately one million dollars (\$1,000,000.00).

17.

Upon information and belief, in addition to failing to pay Contributions to the Funds for all months on and after April, 2007, Defendant has also failed to pay various other entities for services performed or materials provided in connection with Defendant's work on the Kimberly-Clark Project.

Count I - Action for Unpaid Contributions

18.

Plaintiffs incorporate herein by reference Paragraphs 1-17 of this Amended Complaint.

19.

As outlined herein, Defendant has breached its duties and obligations to the Funds under ERISA § 515, 29 U.S.C. § 1145, the Collective Bargaining Agreement, the Trust Agreements, and the rules and regulations enacted by the Trustees.

20.

Pursuant to ERISA § 502(g)(2)(A), 29 U.S.C. § 1132(g)(2)(A), the Funds are entitled to recover from Defendant all unpaid Contributions due and owing them. Because Defendant has failed to timely submit employer reports for all months on and after June, 2007, Plaintiffs are unable to determine the total amount of Contributions owed.

21.

Pursuant to ERISA § 502(g)(2)(B), 29 U.S.C. § 1132(g)(2)(B), the Funds are entitled to recover from Defendant interest, in accordance with ERISA § 502(g)(2), on all unpaid Contributions.

22.

Pursuant to ERISA § 502(g)(2)(C), 29 U.S.C. § 1132(g)(2)(C), the Funds also are entitled to recover an amount equal to the greater of (i) interest on the unpaid Contributions, or (ii) liquidated damages provided for by the Funds' plans in an amount not in excess of 20% of the unpaid Contributions (the "ERISA Statutory Damages"). Because Defendant has failed to timely submit employer reports for all months on and after June, 2007, Plaintiffs are unable to determine the total amount of liquidated damages owed.

23.

Pursuant to the Trust Agreements and the rules and regulations enacted by the Trustees, Defendant is liable for liquidated damages assessed by the Funds as a result of Defendant's

Delinquent Contributions. Because Defendant has failed to timely submit employer reports for all months on and after June, 2007, Plaintiffs are unable to determine the total amount of liquidated damages owed.

24.

Pursuant to ERISA § 502(g)(2)(D), 29 U.S.C. § 1132(g)(2)(D), the Funds are entitled to recover the expenses, including attorneys' fees, incurred by them in bringing this action.

25.

Pursuant to the Trust Agreements and the rules and regulations enacted by the Trustees, the Funds are entitled to recover the expenses, including attorneys' fees, incurred by them in bringing this action.

Count II - Injunctive Relief

26.

Plaintiffs incorporate herein by reference Paragraphs 1-25 of this Amended Complaint.

27.

Defendant's failure to pay Contributions to the Funds for all months on and after April, 2007, in conjunction with the Funds' continuing obligation to pay benefits to their participants and beneficiaries, has created substantial unfunded liabilities for the Funds, which amount may increase if further work is performed by Defendant using Covered Employees.

28.

Because Defendant, upon information and belief, also owes significant amounts to other entities for services performed and materials provided on the Kimberly-Clark Project, the solvency of Defendant is highly uncertain.

29.

Given the precarious financial position of Defendant, there is an acute and immediate risk that Defendant will seek to dispose of its assets, or otherwise make them unavailable, before being subject to a money judgment or bankruptcy.

30.

Should Defendant dispose of its assets, or otherwise make them unavailable, thereby making Defendant unable to satisfy a money judgment against it in favor of the Plaintiffs, the Funds will suffer irreparable harm, for which there is no adequate remedy at law.

31.

In order to protect the Funds, and their participants and beneficiaries, Plaintiffs require injunctive relief mandating that Defendant maintain the status quo and make no efforts to dispose of, or otherwise make unavailable, its assets.

* * * *

WHEREFORE, Plaintiffs pray that this Court grant relief as follows:

(a) Enter judgment against Defendant for all unpaid Contributions due and owing to the Funds;

(b) Enter judgment against Defendant for interest, in accordance with ERISA § 502(g)(2), on all unpaid Contributions;

(c) Enter judgment against Defendant for ERISA Statutory Damages on all unpaid Contributions;

(d) Enter judgment against Defendant for the liquidated damages assessed by the Funds pursuant to the Trust Agreements and the rules and regulations enacted by the Trustees, and as a result of Defendant's Delinquent Contributions;

- (e) Award Plaintiffs their expenses incurred in this action, including their attorneys' fees;
- (f) Enjoin Defendant to maintain the status quo and make no efforts to dispose of, or otherwise make unavailable, its assets;
- (g) Grant Plaintiffs such other relief as this Court deems appropriate.

Respectfully submitted, this 2nd day of August, 2007.

s/ Kevin K. Bell

Kevin K. Bell, [5854],
ROBINSON, MCFADDEN & MOORE, P.C.
Post Office Box 944
Columbia, SC 29202
(803) 779-8900
(803) 252-0724 (Facsimile)
kbell@robinsonlaw.com

OF COUNSEL:

Tyler J. Voboril
PARKER, HUDSON, RAINER & DOBBS, LLP
1500 Marquis II Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
(404) 523-5300
(404) 522-8409 (Facsimile)
tjvoboril@phrd.com

Counsel for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

PLUMBERS AND STEAMFITTERS LOCAL NO.)
150 HEALTH AND WELFARE FUND,)
PLUMBERS AND STEAMFITTERS LOCAL NO.)
150 PENSION FUND, PLUMBERS AND)
STEAMFITTERS LOCAL NO. 150 ANNUITY)
FUND, and JACKIE K. NORDEEN, JR. and) CIVIL ACTION
PATRICK H.F. SMITH, IV, as trustees of these) FILE NO. 1:07-CV-02184-MBS
funds; PLUMBERS AND STEAMFITTERS)
LOCAL NO. 150 VACATION FUND, and)
PATRICK H.F. SMITH, IV and JOSEPH L.)
DOZIER, as trustees of this fund; and AUGUSTA)
JOINT APPRENTICESHIP & JOURNEYMAN)
TRAINING COMMITTEE, and PATRICK H.F.)
SMITH, IV and CHARLES I. HARDIGREE, as)
trustees of this fund;)
Plaintiffs,)
v.)
CUSTOM INDUSTRIAL SERVICES, LLC,)
Defendant.)

VERIFICATION

Mr. Patrick H.F. Smith, IV, being duly sworn, deposes and says that I am authorized to execute this Verification on behalf of the Plumbers and Steamfitters Local No. 150 Health and Welfare Fund, Plumbers and Steamfitters Local No. 150 Pension Fund, Plumbers and Steamfitters Local No. 150 Annuity Fund, and Jackie K. Nordeen, J. and Patrick H.F. Smith, IV, as trustees of these funds; Plumbers and Steamfitters Local No. 150 Vacation Fund, and Patrick H.F. Smith, IV and Joseph L. Dozier, as trustees of this fund; and Augusta Joint Apprenticeship & Journeyman Training Committee, and Patrick H.F. Smith, IV and Charles I. Hardigree as trustees of this fund (collectively, the "Plaintiffs"). I have reviewed the foregoing Amended Verified Complaint, which I understand has been compiled from a number of sources within Plaintiffs, with the assistance of

counsel for Plaintiffs. To the best of my knowledge, information, and belief, the information contained in the Amended Verified Complaint is true and accurate.

Patrick H.F. Smith, IV
Patrick H.F. Smith, IV

Sworn to and subscribed
before me this 2 day
of August, 2007.

Lauren A. Whitworth
Notary Public

My Commission Expires: Sept 7, 2010

[NOTARIAL SEAL]

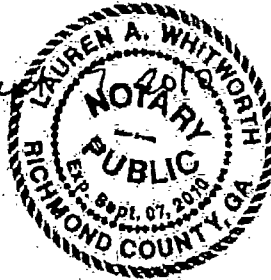


EXHIBIT O

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

1984

02-0000493 DOYLE, JR., J

23.620 HW

6/10/2007

001984

Regular	40.00	944.80	16,236.21
Doubletime	0.00	0.00	566.88
OVERTIME	18.00	637.74	18,294.44

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

195.65
98.12
22.95
86.03
31.65
158.25

1,941.72
2,176.06
508.92
1,983.59
701.95
3,509.71

#20

1,582.54

35,097.53

592.65

13,822.00

989.89

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

2079

02-0000493 DOYLE, JR., J

23.620 HW

6/17/2007

002079

Regular	40.00	944.80	17,181.01
Doubletime	0.00	0.00	566.88
OVERTIME	19.50	690.89	18,985.33

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

208.94
101.41
23.72
89.75
32.71
163.57

2,150.86
2,277.47
532.64
2,073.34
734.66
3,673.33

#21

1,635.69

36,733.22

620.10

14,442.10

1,015.59

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

2184

02-0000493 DOYLE, JR., J

21.470 HW

6/24/2007

002184

Regular	30.00	644.10	17,825.11
Doubletime	0.00	0.00	566.88
OVERTIME	21.50	692.52	19,677.85

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

144.05
82.87
19.38
68.81
26.73
133.66

5,294.71
2,360.34
552.02
2,142.15
761.39
3,806.99

135
93
228

#22

1,336.62

38,069.84

475.50

14,917.60

CUSTOM EMPLOYEES-63

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 01/01/07 THRU 09/30/07
SORTED BY EMPLOYEE NUMBER

EMPLOYEE/		REG	O/T	GROSS	FEDERAL	FICA	MEDICARE	STATE	OTHER	OTHER	CHECK
CHK DATE		HOURS	HOURS	WAGES	W/H	W/H	W/H	W/H	TAXES	DEDUCTIONS	AMOUNT
DEPARTMENT NO: 02 PIPEFITTERS											
02-000434	CARLSON, ARTHUR C.	SSN:									
01/04/07	002107	24.00	0.00	515.28	43.54	31.95	7.47	23.70	0.00	36.07	372.55
01/11/07	002222	30.00	0.00	644.10	62.87	39.93	9.34	32.72	0.00	45.09	454.15
01/18/07	002339	3.00	0.00	64.41	0.00	3.99	0.93	0.27	0.00	4.51	54.71
01/25/07	002459	30.00	0.00	644.10	62.87	39.93	9.34	32.72	0.00	45.09	454.15
02/01/07	002606	40.00	0.00	858.80	106.26	53.25	12.45	47.75	0.00	60.12	578.97
02/08/07	002741	40.00	0.00	858.80	106.26	53.25	12.45	47.75	0.00	60.12	578.97
02/15/07	002885	30.00	0.00	644.10	62.87	39.93	9.34	32.72	0.00	45.09	454.15
02/22/07	003031	12.50	0.00	268.38	9.05	16.64	3.89	8.04	0.00	18.79	211.97
03/01/07	003193	40.00	0.00	858.80	106.26	53.25	12.45	47.75	0.00	60.12	578.97
03/08/07	003363	40.00	2.50	939.31	126.39	58.24	13.62	53.39	0.00	65.76	621.91
03/15/07	003514	40.00	9.00	1,148.65	178.72	71.22	16.66	68.04	0.00	80.40	733.61
03/22/07	003691	9.50	10.00	596.02	45.15	32.61	7.63	24.46	0.00	36.82	379.25
03/29/07	003818	0.00	12.00	386.46	24.22	23.96	5.60	15.48	0.00	27.05	290.15
04/05/07	004076	25.50	4.00	676.31	67.70	41.93	9.81	34.98	0.00	44.30	434.01
04/12/07	004249	28.00	15.50	1,100.34	166.64	68.22	15.95	64.66	0.00	77.03	711.57
04/19/07	004424	32.00	14.00	1,137.91	176.04	70.55	16.50	67.29	0.00	79.66	711.57
04/26/07	004633	39.00	10.50	1,175.48	185.43	72.88	17.04	69.92	0.00	82.28	711.57
05/03/07	004834	36.00	20.00	1,417.02	245.81	87.86	20.55	86.83	0.00	100.69	888.24
05/10/07	005063	40.00	18.00	1,438.49	251.18	89.19	20.86	88.33	0.00	105.21	922.60
05/17/07	005228	40.00	20.00	1,502.90	261.28	93.18	21.79	92.84	0.00	108.69	922.60
05/24/07	005416	35.00	5.50	928.58	123.70	57.57	13.46	52.64	0.00	65.00	616.21
05/31/07	005598	30.00	4.00	772.92	84.79	47.92	11.21	41.74	0.00	54.11	623.45
06/07/07	005741	15.00	0.50	338.15	16.57	20.97	4.90	12.44	0.00	0.00	322.87
06/14/07	005938	80.00	0.00	1,717.60	326.42	106.49	24.91	107.87	0.00	120.25	1,031.68
0000434 TOTAL:		778.00	155.50	21,711.56	3,025.14	1,346.13	314.81	1,222.37	0.00	1,496.18	14,306.93
DEPT 02 TOTAL:		778.00	155.50	21,711.56	3,025.14	1,346.13	314.81	1,222.37	0.00	1,496.18	14,306.93
REPORT TOTAL:		778.00	155.50	21,711.56	3,025.14	1,346.13	314.81	1,222.37	0.00	1,496.18	14,306.93

System Date: 08/14/07 9:14 am
Application Date: 08/14/07

Page: 1
User: CC DENISE COGGINS

CUSTOM EMPLOYEES-324

02-0000213 PHOMMACHANH K

Regular	33.00	708.51
Overtime	0.00	0.00
OVERTIME	0.00	0.00

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

23,262.75
2,254.35
12,978.98

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

21.470 HW

NUMBER

7/8/2007

002342

2342

100.42
43.93
10.27
40.33
14.17
35.43

7,389.23
2,385.76
558.19
2,242.04
769.94
1,924.83

708.51
463.96

38,496.08

244.55

15,452.99

CUSTOM EMPLOYEES-1149

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT
 120 Revco Road
 North Augusta SC 29841

NUMBER

1824

0000422 ROYB, R

21.470 HW

6/3/2007

001824

VERTIME

30.00 644.10
 0.00 0.00
 20.00 644.20

17,508.80
 1,030.56
 12,527.96

Federal W/H
 FICA
 Medicare
 SC State W/H
 UNION BENEFIT
 VACATION

79.69
 79.87
 18.68
 56.14
 25.77
 64.42

2,395.94
 1,926.16
 450.48
 1,487.88
 621.37
 1,553.40

Last pay stub

1,288.30
 963.73

31,067.32

12-18.06
 6-4-07 324.57

8,435.21

Lost check stub

from 4/15/07 - 79.44 check the amounts between
 4/8/07 - 4/22/07 -

2/4/07 - 75.15
 3/11/07 - 63.61
 3/18/07 - 75.15
 3/25/07 - 75.15
 4/1/07 - 78.10
 4/8/07 - 49.38
 4/15/07 - 79.44
 4/22/07 - 73.54
 4/29/07 - 82.66
 5/6/07 - 91.25
 5/13/07 - 71.92
 5/20/07 - 55.82
 5/27/07 - 2.15
 6/3/07 - 64.42

march - June 2007
 \$ 937.74 CUSTOM EMPLOYEES-144



8 08 11:23a

THE MONTGOMERY'S
CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

8035932216

p1

NUMBER

234

00000245 FIELD. B

23.620 HW

7/8/2007

002345

Regular
Overtime
Doubletime
OVERTIME

31.00
0.00
0.00
0.00

779.46
0.00
0.00
0.00

21,968.26
3,011.56
493.80
24,721.60

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

31.92
48.33
11.30
29.81
15.59
77.95

6,681.12
5,236.12
756.12
2,968.12
1,034.12
5,170.12

779.46
564.56

52,195.22

214.90

19.84

CUSTOM EMPLOYEES-1178

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

1393

02-0000348 LEWIS, E

21.470 HW

5/20/2007

001393

Regular	40.00	858.80
Overtime	0.00	0.00
OVERTIME	10.00	322.05

17,090.13
96.61
3,606.97

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

120.69
73.21
17.12
67.20
23.62
59.04

1,333.81
1,289.20
301.48
1,130.86
415.92
1,039.67
118.58

Final wages \$23,155.42

Federal w/h \$2,175.65

SC w/h \$1265.26

may 24-25
may 28-June 1

59.04
59.04

(1157.75)
VACATION

1,180.85
819.97

20,793.72

5-20

360.88

6,110.94

CUSTOM EMPLOYEES-1156

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

2191

02-0000542 TISKA, A

21.470 HW

6/24/2007

002191

Regular	40.00	858.80	14,170.20	Federal W/H	91.42	3,600.11
OVERTIME	0.00	0.00	11,545.74	FICA	53.25	1,594.40
				Medicare	12.45	372.88
				SC State W/H	50.85	1,634.08
				UNION BENEFIT	17.18	514.35
				VACATION	85.88	657.00

858.80	25,715.94	311.03	8,372.82
547.77			

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

1442

02-0000542 TISKA, A

21.470 HW

5/20/2007

001442

Regular	40.00	858.80	10,090.90	Federal W/H	304.09	2,930.30
OVERTIME	32.00	1,030.56	9,999.66	FICA	117.14	1,245.65
				Medicare	27.40	291.32
				SC State W/H	122.99	1,286.65
				UNION BENEFIT	37.79	401.83
				VACATION	94.47	94.47

1,889.36	20,090.56	703.88	6,250.19
1,185.48			

CUSTOM INDUSTRIAL SERVICES, LLC

NUMBER

3403

02-0000542 TISKA, A

21.470 HW

3/4/2007

003403

Regular	40.00	858.80	858.80	Federal W/H	167.22	167.22
OVERTIME	15.00	483.08	483.08	FICA	83.20	83.20
				Medicare	19.46	19.46
				SC State W/H	84.66	84.66
				UNION BENEFIT	26.84	26.84

55.00
58
54
172
60
53
1250
65
55 6.50

1,341.88	1,341.88	381.38	381.38

CUSTOM EMPLOYEES-148

[illegible]

Check: 3691 Amount: \$379.35 Date: 3/26/2007
Run: 1, Batch: 17, Seq: 125

06300002016 07/24/2007
1530749707

Check: 3693 Amount: \$379.35 Date: 3/26/2007
Run: 1, Batch: 17, Seq: 125

CUSTOM
 Domestic Services
 140 KENNEDY ROAD - NORTH ALLEGANY, DC 15451
 PHONE: (412) 486-8714 - TOLL FREE 878-8714

SECURITY NATIONAL BANK
 NORTH ALLEGANY, PA.

3692

PAY TO THE ORDER OF "NINE HUNDRED NINETY-TWO AND 87/100"

DATE 3/22/2007

AMOUNT \$92.87

THOMAS L. BRITTONHAM

DA

13/23/07 5387.8914 8000962

003692 15220 1585 9287

Check: 3692 Amount: \$992.87 Date: 3/26/2007
Run: 1, Batch: 6, Seq: 140

0037271000
03861007
03861007
001-0050-6
001-2912, TRC-2177 PK-27
0002/01/00
001-000000000
0010-0014-1
001-2025 TRC-4015 PK-05
0031075130
001-000000000
001-000000000
6365

Check: 3592 Amount: \$992.87 Date: 3/26/2007
Run: 1, Batch: 6, Seq: 140

Check: 1529 Amount: \$409.93 Date: 5/24/2007
Run: 1, Batch: 6, Seq: 227

Check: 1529 Amount: \$409.93 Date: 5/24/2007
Run: 1, Batch: 6, Seq: 227

Check: 1530 Amount: \$354.59 Date: 5/29/2007
Run: 1, Batch: 27, Seq: 125

Check: 1530 Amount: \$354.59 Date: 5/29/2007
Run: 1 Batch: 27 Seq: 125

Check: 1417 Amount: \$870.72 Date: 5/25/2007
Run: 1, Batch: 23, Seq: 182

Checks: 1417 Amount: \$870.72 Date: 5/25/2007
Run: 1, Batch: 23, Seq: 182

Check: 1418 Amount: \$839.36 Date: 5/30/2007
Run: 1, Batch: 1, Seq: 107

Check: 1418 Amount: \$839.36 Date: 5/30/2007
Run: 1 Batch: 1 Seq: 107

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

1827

02-0000437 FRIEDMANN, D

21.470 HW

6/3/2007

001827

Regular	30.00	644.10	16,617.79	Federal W/H	76.55	2,110.69
Overtime	0.00	0.00	563.60	FICA	58.91	1,476.59
OVERTIME	9.50	306.00	6,634.41	Medicare	13.78	345.33
				SC State W/H	47.95	1,243.76
				UNION BENEFIT	19.00	469.04
				VACATION	95.01	2,345.08

950.10 23,815.80

311.20

7,990.49

638.90

CUSTOM INDUSTRIAL SERVICES, LLC

NUMBER

3877

02-0000437 FRIEDMANN, D

21.470 HW

3/25/2007

003877

Regular	40.00	858.80	10,058.70	Federal W/H	101.50	1,206.56
Overtime	0.00	0.00	563.60	FICA	69.22	784.38
OVERTIME	8.00	257.64	2,028.92	Medicare	16.19	183.43
				SC State W/H	59.59	662.91
				UNION BENEFIT	22.33	253.05
				VACATION	111.64	1,265.13

1,116.44

12,651.22

380.47

4,255.46

735.97

CUSTOM EMPLOYEES-123

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

1827

02-0000437 FRIEDMANN, D

21.470 HW

6/3/2007

001827

Regular	30.00	644.10	16,617.79	Federal W/H	76.55	2,110.69
Overtime	0.00	0.00	563.60	FICA	58.91	1,476.59
OVERTIME	9.50	306.00	6,634.41	Medicare	13.78	345.33
				SC State W/H	47.95	1,243.76
				UNION BENEFIT	19.00	469.04
				VACATION	95.01	2,345.08
		950.10	23,815.80		311.20	7,990.49
		638.90				

Check: 1417 Amount: \$870.72 Date: 5/25/2007
Run: 1, Batch: 23, Seq: 182

Check: 1417 Amount: \$870.72 Date: 5/25/2007
Run: 1, Batch: 23, Seq: 182

Check: 1418 Amount: \$839.36 Date: 5/30/2007
Run: 1, Batch: 1, Seq: 107

Check: 1418 Amount: 1839.36 Date: 5/30/2007
Run: 1, Batch: 1, Seq: 107

08/16/2008 08:31 7067246432

AA CONSTRUCTION

PAGE 02/02

02-0000314 LEVBR M

23.620 HW

2/25/2007

003160

Regular	40.00	944.80	7,730.10	Federal W/H	213.37	1,244
Overtime	0.00	0.00	708.60	FICA	102.51	691
OVERTIME	20.00	708.60	2,710.40	Medicare	23.97	161
				SC State W/H	100.28	641
				UNION BENEFIT	33.07	222
				VACATION	165.34	1,114

SEPTEMBER 2006 - FEBRUARY 2007

GROSS AMOUNT 1	2149.25	GROSS AMOUNT 2	2149.25
INTEREST	.00		.00
	.00		.00
	.00		.00
	.00		.00
	.00		.00
	.00		.00
PAYOUT:	.00		.00
TOTAL-->	2149.25		.00

PLUMBERS AND STEAMFITTERS LOCAL NO: 150
VACATION FUND
P.O. Box 1449 • Goodlettsville, Tennessee 37070-1449

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

22

02-0000314 LEVBR M

23.620 HW

7/1/2007

002266

Regular	40.00	944.80	23,538.40	Federal W/H	87.94	622
Overtime	0.00	0.00	708.60	FICA	59.68	427
OVERTIME	0.50	17.72	12,365.12	Medicare	13.96	531
				SC State W/H	51.91	2,141
				UNION BENEFIT	19.25	731
				VACATION	95.25	1,661

CUSTOM EMPLOYEES-133

Check: 3000 Amount: \$1,250.72 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 13

Check: 3000 Amount: \$1,250.72 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 13

Check: 3065 Amount: \$1,475.66 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 17

Check: 3065 Amount: \$1,475.66 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 17

Check: 3012 Amount: \$1,063.33 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 20

Check: 3012 Amount: \$1,063.33 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 20

Check: 3063 Amount: \$1,148.24 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 21

Check: 3063 Amount: \$1,148.24 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 21

Check: 2998 Amount: \$236.21 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 34

Check: 2998 Amount: \$236.21 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 34

Check: 2953 Amount: \$200.00 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 50

Check: 2953 Amount: \$200.00 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 50

Check: 2952 Amount: \$165.28 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 51

Check: 2952 Amount: \$165.28 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 51

Check: 2956 Amount: \$1,367.81 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 52

Check: 2956 Amount: \$1,367.81 Date: 2/27/2007
Run: 1, Batch: 20, Seq: 52

Check: 3042 Amount: \$514.57 Date: 2/27/2007
Run: 1, Batch: 21, Seq: 205

Check: 3042 Amount: \$514.57 Date: 2/27/2007
Run: 1, Batch: 21, Seq: 205

3412

02-0000558 POLLOCK, JR., B

21.470 HW

3/4/2007

003412

Regular	22.00	472.34	472.34	Federal W/H	175.27	175.27
OVERTIME	28.00	901.74	901.74	FICA	85.19	85.19
				Medicare	19.92	19.92
				SC State W/H	86.92	86.92
				UNION BENEFIT	27.48	27.48
				VACATION	206.11	206.11

1,374.08

1,374.08

600.89

600.89

773.19

CUSTOM INDUSTRIAL SERVICES, LLC

NUMBER

3559

02-0000558 POLLOCK, JR., B

21.470 HW

3/11/2007

003559

Regular	40.00	858.80	1,331.14	Federal W/H	316.17	491.44
OVERTIME	33.50	1,078.87	1,980.61	FICA	120.14	205.33
				Medicare	28.10	48.02
				SC State W/H	126.37	213.29
				UNION BENEFIT	38.75	66.23
				VACATION	290.65	496.78

1,937.67

3,311.75

920.18

1,521.07

1,017.49

CUSTOM INDUSTRIAL SERVICES, LLC

NUMBER

3736

02-0000558 POLLOCK, JR., B

21.470 HW

3/18/2007

003736

Regular	40.00	858.80	2,189.94	Federal W/H	411.44	902.88
Doubletime	10.00	429.40	429.40	FICA	143.76	349.09
OVERTIME	32.00	1,030.56	3,011.17	Medicare	33.62	81.64
				SC State W/H	153.04	166.33
				UNION BENEFIT	37.79	104.02
				VACATION	283.40	780.16

2,318.76

5,630.51

1,063.05

2,584.12

1,255.71

CUSTOM EMPLOYEES-137

003916

[illegible]

NUMBER

4114

004114

[illegible]

NUMBER

4283

004283

[illegible]

CUSTOM EMPLOYEES-138

446U

02-0000558 POLLOCK, JR., B

21.470 HW

4/15/2007

004460

Regular	39.50	848.07	5,592.94	Federal W/H	301.41	2,022.64
Doubletime	0.00	0.00	429.40	FICA	116.48	793.70
OVERTIME	32.00	1,030.56	6,779.16	Medicare	27.24	185.62
				SC State W/H	122.23	831.21
				UNION BENEFIT	37.57	247.44
				VACATION	281.79	2,022.64

1,878.63

12,801.50

886.72

5,936.41

991.91

CUSTOM INDUSTRIAL SERVICES, LLC

NUMBER

4669

02-0000558 POLLOCK, JR., B

21.470 HW

4/22/2007

004669

Regular	39.50	848.07	6,441.01	Federal W/H	301.41	2,324.05
Doubletime	0.00	0.00	429.40	FICA	116.48	970.18
OVERTIME	32.00	1,030.56	7,809.72	Medicare	27.24	212.86
				SC State W/H	122.23	953.44
				UNION BENEFIT	37.57	285.01
				VACATION	281.79	2,137.59

1,878.63

14,680.13

886.72

6,823.13

991.91

CUSTOM INDUSTRIAL SERVICES, LLC

NUMBER

4869

02-0000558 POLLOCK, JR., B

21.470 HW

4/29/2007

004869

Regular	28.00	601.16	7,042.17	Federal W/H	368.50	2,692.55
Doubletime	0.00	0.00	429.40	FICA	133.11	1,043.29
OVERTIME	48.00	1,545.84	9,355.56	Medicare	31.13	243.99
				SC State W/H	141.02	1,094.46
				UNION BENEFIT	42.94	327.95
				VACATION	322.05	2,459.64

2,147.00

16,827.13

1,038.75

7,861.88

1,108.25

CUSTOM EMPLOYEES-139

02-0000558 POLLOCK, JR., B

21.470 HW

5/6/2007

001098

Regular	40.00	858.80
Doubletime	0.00	0.00
OVERTIME	18.00	579.69

7,900.97
429.40
9,935.25

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

191.37
89.19
20.86
91.43
28.77
215.77

2,883.97
1,132.41
264.81
1,185.88
356.77
2,675.41

1,438.49

18,265.62

637.39

8,499.2

801.10

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

126

02-0000558 POLLOCK, JR., B

21.470 HW

5/13/2007

001260

Regular	40.00	858.80
Doubletime	0.00	0.00
OVERTIME	20.00	644.10

8,759.77
429.40
10,579.35

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

207.48
93.18
21.79
95.93
30.06
225.44

3,091.41
1,225.61
286.67
1,281.87
386.71
2,900.87

1,502.90

19,768.52

673.88

9,173.1

829.02

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

144

02-0000558 POLLOCK, JR., B

21.470 HW

5/20/2007

001448

Regular	40.00	858.80
Doubletime	0.00	0.00
OVERTIME	30.00	966.15

9,618.57
429.40
11,545.50

Federal W/H
FICA
Medicare
SC State W/H
UNION BENEFIT
VACATION

287.99
113.15
26.46
118.48
36.50
273.74

3,379.39
1,338.81
313.10
1,400.30
423.28
5,854.88

1,824.95

21,593.47

856.32

10,029.47

968.63

CUSTOM EMPLOYEES-140

02-0000558 POLLOCK, JR., B

21.470 HW

5/27/2007

001655

Regular	40.00	858.80	10,477.37	Federal W/H	207.50	3,586.89
Doubletime	0.00	0.00	429.40	FICA	93.19	1,432.00
OVERTIME	20.00	644.20	12,189.70	Medicare	21.79	334.89
				SC State W/H	95.94	1,496.24
				UNION BENEFIT	30.06	453.34
				VACATION	225.45	3,400.04

1,503.00

23,096.47

673.93

10,703.40

829.07

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

185

02-0000558 POLLOCK, JR., B

21.470 HW

6/3/2007

001854

Regular	20.00	429.40	10,906.77	Federal W/H	113.97	3,700.80
Doubletime	0.00	0.00	429.40	FICA	62.57	1,494.57
OVERTIME	18.00	579.78	12,769.48	Medicare	14.63	349.52
				SC State W/H	61.37	1,557.61
				UNION BENEFIT	20.18	473.52
				VACATION	151.38	3,551.42

1,009.18

24,105.65

424.10

11,127.50

585.08

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

199

02-0000558 POLLOCK, JR., B

21.470 HW

6/10/2007

001996

Regular	40.00	858.80	11,765.57	Federal W/H	223.61	3,586.89
Doubletime	0.00	0.00	429.40	FICA	97.18	1,432.00
OVERTIME	22.00	708.62	13,478.10	Medicare	22.73	334.89
				SC State W/H	100.45	1,496.24
				UNION BENEFIT	31.35	453.34
				VACATION	235.11	3,400.04

1,567.42

25,673.07

710.43

11,837.9

856.99

CUSTOM EMPLOYEES-141

20.

02-0000558 POLLOCK, JR., B

21,470 HW

6/17/2007

002090

Regular	40.00	858.80	12,624.37	Federal W/H	96.25	4,020.7
Doubletime	0.00	0.00	429.40	FICA	55.24	1,646.9
OVERTIME	1.00	32.21	13,510.31	Medicare	12.92	385.1
				SC State W/H	53.10	1,711.1
				UNION BENEFIT	17.82	522.6
				VACATION	133.63	3,920.1

891.01	26,564.08	368.98	12,206.5
522.03			

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

219

02-0000558 POLLOCK, JR., B

21,470 HWY

6/24/2007

0021953

Regular	40.00	858.80	13,483.17	Federal W/H	175.29	4,196.00
Doubletime	0.00	0.00	429.40	FICA	85.20	1,732.17
OVERTIME	16.00	515.36	14,025.67	Medicare	19.93	405.10
				SC State W/H	86.92	1,798.00
				UNION BENEFIT	27.48	550.17
				VACATION	206.12	4,126.34

1,374.16	27,938.24	600.94	12,807.8
773.22			

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

NUMBER

228

02-0000558 POLLOCK, JR., B

21.470 HW.

7/1/2007

002287

Regular	60.00	1,288.20	14,771.37	Federal W/H	155.83
Doubletime	0.00	0.00	429.40	FICA	79.87
OVERTIME	0.00	0.00	14,025.67	Medicare	18.68
				SC State W/H	80.90
				UNION BENEFIT	25.76
				VACATION	193.23

1,288.20	29,226.44	554.27	13,362.13
733.93			

CUSTOM EMPLOYEES-142

CUSTOM EMPLOYEES-143

CUSTOM INDUSTRIAL SERVICES, LLC - PAYROLL ACCOUNT

02-0000558 POLLOCK, JR., B

21.470 HW

7/8/2007

002369

369

Regular	31.50	676.31	15,447.68	Federal W/H	64.04	1,415.88
Doubletime	0.00	0.00	~~628.40~~	FICA	41.93	1,853.99
OVERTIME	0.00	0.00	14,025.67	Medicare	9.81	433.59
				SC State W/H	38.07	1,917.05
				UNION BENEFIT	13.53	589.46
				VACATION	101.45	4,420.98

676.31

29,902.75

268.83

13,630.95

407.48

EXHIBIT P

AO 450 (GAS Rev 10/03) Judgment in a Civil Case

FILED
U.S. DISTRICT COURT

United States District Court
Southern District of Georgia

2009 DEC -7 PM 5:07

CLERK *J. Howell*
S.D. OF GA.

PLUMBERS AND STEAMFITTERS LOCAL NO. 150
PENSION FUND; JEFFERY G. RICE, as representative
Trustee of the Pension Fund; and, PATRICK H. F. SMITH,
IV, as representative Trustee of the Pension Fund,

Plaintiffs,

v.

JUDGMENT IN A CIVIL CASE

CASE NUMBER: CV 107-142

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

- ☐ Jury Verdict. This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.
- ☒ Decision by Court. This action came before the Court. The issues have been considered and a decision has been rendered.

IT IS ORDERED AND ADJUDGED

that, in accordance with the Court's Findings of Fact and Conclusions of Law entered on October 13, 2009 and the Court's Order entered on December 7, 2009, Final Judgment is hereby ENTERED in favor of the Plaintiffs, PLUMBERS AND STEAMFITTERS LOCAL NO. 150 PENSION FUND, JEFFERY G. RICE, AND PATRICK H. F. SMITH, IV, and against the Defendant, CUSTOM MECHANICAL CSRA, LLC, in the sum certain amount of FOUR HUNDRED AND FIFTY-ONE THOUSAND, FIVE HUNDRED AND THIRTY-NINE AND 35/100 DOLLARS (\$451,539.35).

Approved by: *J. Randal Hall*

J. RANDAL HALL, District Judge

DECEMBER 7, 2009

Date

Scott L. Poff
Clerk

Joseph A. Howell
(By) Deputy Clerk

EXHIBIT Q

GEORGE LEVER

Page 1

State of South Carolina) Court of Common Pleas
County of Richland) Fifth Judicial Circuit
No.: 2010-CP-40-8621

C.R. Meyer and Sons
Company,

Plaintiff/Petitioner,

vs.

Custom Mechanical CSRA,
LLC,

Defendant/Respondent.

Attempted
Deposition of
GEORGE LEVER

October 5, 2012

Custom Mechanical CSRA,
LLC,

Third-Party Plaintiff,
Respondent,

vs.

Plumbers & Steam
Fitters Local #150
Health and Welfare Fund,
et al,

Third-Party Defendants.

GARBER REPORTING SERVICE
803-256-4500

683

f7592b11-Dd4f-48f1-8efe-b88b1d6b62c8

1 MS. LEVER: If you all can tell me
2 what -- you know, I mean, I can get his W-2s for you
3 or whatever I'm able to get. I don't mind trying to
4 dig it up, but I don't know what type of -- what he
5 did out there.

6 MR. BUCHANAN: Okay. I understand
7 that. But if you could get the W-2s to Ms. Shutt,
8 that would help.

9 MS. LEVER: Okay.

10 MR. BUCHANAN: Okay? As for the time
11 being --

12 MS. LEVER: And I think he didn't get
13 his vacation pay that year. I can tell you that,
14 you know.

15 MR. BUCHANAN: Well, I realize we
16 have a cutoff date on the discovery, but let's -- I
17 mean, there is no point in trying to depose him.
18 And so we'll just -- we'll just wait and see. How
19 about that?

20 MS. LEVER: Yeah. A miracle could
21 possibly happen between now and October. I mean,
22 you know, you never can tell. I keep telling him
23 so.

24 MR. BUCHANAN: Right.

25 MS. LEVER: Right? I tell you you

EXHIBIT R

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

DEPOSITION OF
KINDA PHOMMACHANH

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

SHARON DEHART, COURT REPORTER

Post Office Box 2474
Aiken, South Carolina 29802

(803) 648-9434

shadehart1@msn.com

DEPOSITION OF KINDA PHOMMACHANH - 10/4/12

1 call teamworking. Okay. And -- but the last minute,
2 when we team up together and I do the welding.

3 Q. Okay.

4 A. Yes, sir.

5 Q. And then, you and the pipefitter would
6 sometimes work with other disciplines, too?

7 A. Well, sometimes, sir.

8 Q. Okay. And you were -- tell me what -- what
9 kind of pipes were you welding?

10 A. Well, just talking about a new construction
11 work. You know, it's new construction. It's all the
12 weld and fitter that goes together; you know, they pick
13 the pipes from half inches to 36 inches pipe. Okay,
14 some crew working outside in the cold -- the pipe, you
15 know, run to the building. From the building and we
16 feed it up. We take the pipe up to this rack, feed it
17 up, and weld it up and move to the next, go on -- by the
18 print.

19 Q. Okay. So, you welded some joints in the pipe?

20 A. Yes, sir.

21 Q. And this is pipe that's running inside the
22 building all over the place?

23 A. All over the place.

24 Q. From machine to machine?

25 A. Yes, sir.

EXHIBIT S

BRIAN FIELD

Page 1

State of South Carolina) Court of Common Pleas
County of Richland) Fifth Judicial Circuit
No.: 2010-CP-40-8621

C.R. Meyer and Sons
Company,

Plaintiff/Petitioner,

vs.

Custom Mechanical CSRA,
LLC,

Defendant/Respondent.

Deposition of
BRIAN FIELD

October 5, 2012.

Custom Mechanical CSRA,
LLC,

Third-Party Plaintiff,
Respondent,

vs.

Plumbers & Steam
Fitters Local #150
Health and Welfare Fund,
et al,

Third-Party Defendants.

GARBER REPORTING SERVICE
803-256-4500

1 as a foreman and as a general foreman, you and the
2 people you oversaw were focused on fitting pipe and
3 placing it where the engineering drawings indicated
4 it should go?

5 A. Sure.

6 Q. Okay. You and your people -- and the
7 people you oversaw didn't actually build the
8 building?

9 MS. SHUTT: Objection.

10 BY MR. BUCHANAN:

11 Q. Erect it?

12 MS. SHUTT: Objection.

13 THE WITNESS: No.

14 BY MR. BUCHANAN:

15 Q. And you and the people you oversaw didn't
16 actually alter or repair the building?

17 MS. SHUTT: Objection.

18 THE WITNESS: No.

19 BY MR. BUCHANAN:

20 Q. Okay. In this period of March of 2007
21 until July 14th of July 2007, if I were to just pick
22 a day in that period, let's say the first -- let's
23 say the first workday of June, whatever day of the
24 week that happened on. But the first working day of
25 June 2007.

1 And if I were to ask you to describe
2 for me specifically what you did that day from the
3 beginning of the workday to the end of the workday,
4 could you do that?

5 A. I could tell you three of the things I did
6 during that day.

7 Q. The very first day of June of 2007?

8 A. Yes, sir.

9 Q. Okay. Can you tell me everything
10 specifically you did that day?

11 A. I can tell you three things I did that
12 day.

13 Q. Did you do three things or more than three
14 thing?

15 A. The three things I can tell you is I ate
16 lunch and took a break. I cannot tell you
17 everything I did that day.

18 Q. Okay. All right. Well, I was getting
19 real excited. I thought you were going to explain
20 something.

21 MS. SHUTT: Not in a good way though.
22 BY MR. BUCHANAN:

23 Q. Now, let me ask you this.

24 A. Yes, sir.

25 Q. Do you know of any way at all to

1 were your pipefitters -- well, were part of the crew
2 coming in and attaching supports to the steel
3 girders in the building?

4 A. Sure.

5 Q. Okay. And did your crews bolt things to
6 the floor?

7 A. Yes.

8 Q. Okay. You mentioned that your crew didn't
9 do any big penetrations in the ceiling. Did you do
10 small penetration in the roof?

11 A. Yeah. You know, small penetrations in the
12 roof or a wall or something small, but anything big
13 was designed for -- already done.

14 Q. Give me an example of a small penetration
15 in the roof.

16 A. Say, for instance, we are going through
17 that wall right there. Let's say the wall. And
18 we've got a two-inch pipe going through there. We
19 may have to make a two-inch hole with a hole small,
20 something small.

21 If we were running a twenty
22 four-inch, they had it already engineered out to
23 where that 24-inch goes through there. We don't
24 want to tear up a wall, you see. But something
25 small, you might have to go through a piece of metal

1 or something.

2 Q. Were you involved in installing the roof
3 vents in the roof at all?

4 A. I don't think I did any of them at all to
5 be honest with you.

6 Q. But do you know if other crews of Custom
7 employees did the roof vents?

8 A. I want to say we did a few, but if I
9 wasn't involved in it, I try to stay out of it.

10 MS. SHUTT: Okay. Those are all the
11 questions I have. If you will answer any follow-up
12 that Mr. Buchanan has.

13 THE WITNESS: Okay.

14 FURTHER EXAMINATION

15 BY MR. BUCHANAN:

16 Q. Let me ask you this. You said a two-inch
17 hole with a hole saw in a wall?

18 A. Uh-huh. Yes, sir.

19 Q. Okay. If Kimberly-Clark decided to remove
20 the tissue machine from that building, would that
21 two-inch hole in the wall in any way affect the use
22 of that building for something else in your view?

23 MS. SHUTT: Objection.

24 THE WITNESS: No, sir.

25 BY MR. BUCHANAN:

EXHIBIT T

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO. 2010-CP-40-8621
C.R. MEYER AND SONS COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Defendant.	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Third-Party	)	
Plaintiff/Respondent,	)	
	)	
vs.	)	
	)	
PLUMBERS & STEAMFITTERS LOCAL	)	
#150 HEALTH AND WELFARE FUND,	)	
PLUMBERS & STEAMFITTERS Local #150	)	
ANNUITY FUND AND JACKIE K. NORDEEN,	)	
JR. AND PATRICK H.F. SMITH, IV, AS	)	
TRUSTEES OF THESE FUNDS; PLUMBERS	)	
& STEAMFITTERS LOCAL #150 VACATION	)	
FUND AND PATRICK H.F. SMITH, IV AND	)	
JOSEPH L. DOZIER, AS TRUSTEES OF	)	
THIS FUND; AND AUGUSTA JOINT	)	
APPRENTICESHIP AND JOURNEYMEN	)	
TRAINING COMMITTEE, AND PATRICK	)	
H.F. SMITH, IV AND CHARLES I.	)	
HARDIGREE, AS TRUSTEES OF THIS	)	
FUND; TRUSTEES OF SOUTHERN IRON	)	
WORKERS PENSION FUND; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS	)	
HEALTHCARE PLAN; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS ANNUITY	)	
PLAN; TRUSTEES OF IRON WORKERS	)	
#709 JOINT APPRENTICESHIP AND	)	
TRAINING COMMITTEE AND LOCAL #709,	)	
INTERNATIONAL ASSOCIATION OF	)	

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CARPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCPERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANE;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)
 29 - - - - -

30 DEPOSITION OF WILLIAM GIFFIN
 31 taken by Counsel for the Third-Party Defendant
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the offices of Plumbers & Steamfitters Local #150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Friday, the 28th day of September, 2012
 36 commencing at 11:29 a.m.
 37 - - - - -

38 ADAMS REPORTING & VIDEO
 39 Post Office Box 595
 40 Aiken, South Carolina 29802-0595
 41 (803) 270-6755

lisareports@att.net

01 outside buildings?

02 A. Inside and out.

03 Q. Okay. When you worked inside the buildings,
04 did they have a roof on them?

05 A. Yes, sir.

06 Q. Did they have walls?

07 A. Yes, sir.

08 Q. Did they have a floor?

09 A. Yes, sir.

10 Q. When you worked outside, you were just working
11 in the ground; the dirt?

12 A. The dirt.

13 Q. Okay. When you arrived there to work at the
14 Kimberly-Clark site, the buildings were there?

15 A. Some of them.

16 Q. Did you actually build any buildings?

17 A. No, sir.

18 Q. If I were to ask you -- if we just pick a
19 random date, let's say December the 10th of 2006, could
20 you describe specifically for me what you did that day?

21 A. Installed piping. That's about all I could
22 tell you.

23 Q. Okay. But could you be any more specific than
24 that?

25 A. No, sir.

01 Q. Okay.

02 MS. SHUTT: Just an objection to this because,
03 you know, he's already testified about this and he
04 said earlier that he did dispute the April number,
05 so.

06 MR. BUCHANAN: Okay.

07 Q. [Mr. Buchanan] Well, is that right; you do
08 dispute the April number?

09 A. I do dispute the April number.

10 Q. All right. And you know for a fact the cutoff
11 date would've been March in your vacation fund payment
12 that you got in May?

13 A. No, sir.

14 MS. SHUTT: Objection.

15 Q. [Mr. Buchanan] So the payment you got in May
16 could have included a number for April?

17 MS. SHUTT: Objection.

18 A. I'm not sure.

19 Q. [Mr. Buchanan] Okay. Fair enough. So when
20 you were working at the Kimberly-Clark location, you
21 connected water lines, gas lines --

22 A. Water lines, gas lines, air lines.

23 Q. Air lines? Okay. But you didn't erect any
24 buildings?

25 A. No, sir.

01 Q. Did you repair any buildings?

02 MS. SHUTT: Objection.

03 A. No, sir.

04 Q. [Mr. Buchanan] Did you alter any buildings?

05 MS. SHUTT: Objection.

06 A. No, sir.

07 Q. [Mr. Buchanan] You said you worked two weeks
08 in July?

09 A. Yes, sir.

10 Q. What happened after two weeks?

11 A. The job was over. They was cutting down --
12 cutting back on manpower.

13 Q. So you just returned here to the Local 150 to
14 see about another job somewhere else?

15 A. Yes, sir.

16 Q. And did you get a job somewhere else?

17 A. No, sir.

18 Q. Okay. Do you recall how long it was after
19 that period that you stopped being a member of the Local
20 150?

21 A. When this issue with the vacation fund come
22 about.

23 Q. Were you expecting to get a vacation fund
24 distribution in December of 2007?

25 A. Most definitely.

EXHIBIT U

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO. 2010-CP-40-8621
C.R. MEYER AND SONS COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Defendant.	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Third-Party	)	
Plaintiff/Respondent,	)	
	)	
vs.	)	
	)	
PLUMBERS & STEAMFITTERS LOCAL	)	
#150 HEALTH AND WELFARE FUND,	)	
PLUMBERS & STEAMFITTERS Local #150	)	
ANNUITY FUND AND JACKIE K. NORDEEN,	)	
JR. AND PATRICK H.F. SMITH, IV, AS	)	
TRUSTEES OF THESE FUNDS; PLUMBERS	)	
& STEAMFITTERS LOCAL #150 VACATION	)	
FUND AND PATRICK H.F. SMITH, IV AND	)	
JOSEPH L. DOZIER, AS TRUSTEES OF	)	
THIS FUND; AND AUGUSTA JOINT	)	
APPRENTICESHIP AND JOURNEYMEN	)	
TRAINING COMMITTEE, AND PATRICK	)	
H.F. SMITH, IV AND CHARLES I.	)	
HARDIGREE, AS TRUSTEES OF THIS	)	
FUND; TRUSTEES OF SOUTHERN IRON	)	
WORKERS PENSION FUND; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS	)	
HEALTHCARE PLAN; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS ANNUITY	)	
PLAN; TRUSTEES OF IRON WORKERS	)	
#709 JOINT APPRENTICESHIP AND	)	
TRAINING COMMITTEE AND LOCAL #709,	)	
INTERNATIONAL ASSOCIATION OF	)	

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CARPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELIZZY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANH;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)
 29 - - - - -

30 DEPOSITION OF DANIEL NICHOLS
 31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the offices of Plumbers & Steamfitters Local #150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Friday, the 28th day of September, 2012
 36 commencing at 12:39 P.M.
 37 ADAMS REPORTING & VIDEO
 38 Post Office Box 595
 39 Aiken, South Carolina 29802-0595
 40 (803) 270-6755

lisareports@att.net

01 A. Yes, sir.

02 Q. -- either as a fitter or as a welder or maybe
03 as both?

04 A. That's right.

05 Q. Okay. Did you erect that building?

06 MS. SHUTT: Objection.

07 A. I didn't put up steel, but like I said, I ran
08 the pipe off the steel that was there, which is part of
09 the building, I guess you'd say.

10 Q. [Mr. Buchanan] All right. Did you repair
11 that building in any way?

12 MS. SHUTT: Objection.

13 A. Like I said, I started from the old side and
14 come to the new side.

15 Q. [Mr. Buchanan] I understand that.

16 A. If you --

17 Q. I understand.

18 A. -- call that repairing, making, you know, new
19 additions to the old side -- bringing it to the new side
20 I mean.

21 Q. Did you have to anything -- did you alter or
22 repair the building in any way?

23 MS. SHUTT: Objection.

24 Q. [Mr. Buchanan] I understand you ran lines.

25 A. Right.

01 Q. I know that.

02 A. Right.

03 Q. Okay?

04 A. Um-huh, [yes].

05 Q. But I'm talking about the building itself.

06 Did you replace a wall or a window or a door?

07 A. I wasn't there to --

08 MS. SHUTT: Objection. Let me finish my
09 objection before you go.

10 A. I wasn't there to replace windows. I was
11 there to run pipe off the building.

12 Q. [Mr. Buchanan] Did you do anything at all to
13 change the configuration of the building?

14 MS. SHUTT: Objection.

15 A. No.

16 Q. [Mr. Buchanan] How many welders were there
17 working when you were there?

18 A. I don't know an exact amount, exact number.

19 Q. Okay.

20 A. A bunch.

21 Q. When you left, when you left the Kimberly-
22 Clark site, whenever it was, why did you leave?

23 A. I got laid off.

24 Q. Okay. And why was that?

25 MS. SHUTT: Objection.

01 MR. BUCHANAN: April the 15th of 2007.

02 Q. [Mr. Buchanan] Can you describe specifically
03 what you did on that day from beginning to end?

04 A. No.

05 Q. Can you reconstruct that?

06 A. Can I tell you exactly what I did that day in
07 2007?

08 Q. Yes, sir.

09 A. I doubt it, no.

10 Q. Is there a way that you're aware of to
11 reconstruct it?

12 A. To tell you what I did on an exact date in
13 2007?

14 Q. Yes, sir.

15 A. No, I don't see how I would.

16 Q. Or in November of 2006.

17 A. I couldn't tell you exactly what I was doing
18 on a certain day, no.

19 Q. Okay. Do you know whether --

20 A. If I was there I was there working, welding,
21 I'm sure, but --

22 Q. Do you know whether -- well, let me ask you
23 this. Have you ever made any claim against C. R. Meyer?

24 MS. SHUTT: Objection.

25 A. I have not, no.

EXHIBIT V

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO. 2010-CP-40-8621
C.R. MEYER AND SONS COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Defendant.	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Third-Party	)	
Plaintiff/Respondent,	)	
	)	
vs.	)	
	)	
PLUMBERS & STEAMFITTERS LOCAL	)	
#150 HEALTH AND WELFARE FUND,	)	
PLUMBERS & STEAMFITTERS Local #150	)	
ANNUITY FUND AND JACKIE K. NORDEEN,	)	
JR. AND PATRICK H.F. SMITH, IV, AS	)	
TRUSTEES OF THESE FUNDS; PLUMBERS	)	
& STEAMFITTERS LOCAL #150 VACATION	)	
FUND AND PATRICK H.F. SMITH, IV AND	)	
JOSEPH L. DOZIER, AS TRUSTEES OF	)	
THIS FUND; AND AUGUSTA JOINT	)	
APPRENTICESHIP AND JOURNEYMEN	)	
TRAINING COMMITTEE, AND PATRICK	)	
H.F. SMITH, IV AND CHARLES I.	)	
HARDIGREE, AS TRUSTEES OF THIS	)	
FUND; TRUSTEES OF SOUTHERN IRON	)	
WORKERS PENSION FUND; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS	)	
HEALTHCARE PLAN; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS ANNUITY	)	
PLAN; TRUSTEES OF IRON WORKERS	)	
#709 JOINT APPRENTICESHIP AND	)	
TRAINING COMMITTEE AND LOCAL #709,	)	
INTERNATIONAL ASSOCIATION OF	)	

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CARPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANH;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)
 28 Third-Party Defendants.)
 29 - - - - -

30 DEPOSITION OF CHRIS CULLIPHER
 31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the Plumbers & Steamfitters Local No. 150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Thursday, the 4th day of October 2012
 36 commencing at 9:56 a.m.
 37 ADAMS REPORTING & VIDEO
 38 Post Office Box 595
 39 Aiken, South Carolina 29802-0595
 40 (803) 270-6755

lisareports@att.net

01 day in April of 2007, okay?

02 A. All right.

03 Q. Could you describe for me everything you did
04 that day?

05 A. No.

06 Q. Do you know any way at all to reconstruct what
07 you did on that day?

08 A. No.

09 Q. Did you keep any records or documents?

10 A. No.

11 Q. Do you know whether anybody at the Local 150
12 kept any records or documents about what you did on a
13 particular day?

14 A. No.

15 Q. When you worked at Kimberly-Clark, what kind
16 of work did you do?

17 A. Plumbing and pipefitting.

18 Q. You were not a welder?

19 A. No.

20 Q. As between plumbing and pipefitting, do you
21 know which you did more of during the time you were
22 working at Kimberly-Clark?

23 A. No.

24 Q. Did you work inside the building some of the
25 time?

01 A. Yes.

02 Q. Did you work outside of the building some of
03 the time?

04 A. Yes.

05 Q. Do you know whether, for the period you worked
06 at Kimberly-Clark, you worked more inside or more
07 outside?

08 A. No.

09 Q. All right, while you were working at Kimberly-
10 Clark, did you erect any building?

11 A. No.

12 Q. While you were working at Kimberly-Clark, did
13 you alter or repair any building?

14 MS. SHUTT: Objection.

15 A. I don't know.

16 Q. [Mr. Buchanan] When you were working as a
17 pipefitter, did you work with a welder?

18 A. Yes.

19 Q. Did you work with the same welder?

20 A. No.

21 Q. And when you were working as a plumber, did
22 you work with anybody?

23 A. No.

24 Q. All right, let me get you to look at what
25 we've marked as Exhibit 8. And Exhibit 8 is an employer

EXHIBIT W

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

**DEPOSITION OF
ARTHUR CARLSON**

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

SHARON DEHART, COURT REPORTER

Post Office Box 2474

Aiken, South Carolina 29802

(803) 648-9434

shadehart1@msn.com

DEPOSITION OF ARTHUR CARLSON - 10/4/12

1. A. Yes, I'm actually a pipefitter. I just went
2 on that -- this specific job as a plumber. That's what
3 they needed, so.

4 Q. Are you a welder?

5 A. No.

6 Q. All right. And so for the three months,
7 March, April, May and six days of June, were you mostly
8 installing plumbing?

9 A. Yes, and I done some pipefitting also on the
10 -- like I say, when I got injured, I was working on the
11 tissue machine, so.

12 Q. Did you do more pipefitting or more plumbing
13 while you were working at Kimberly-Clark?

14 A. Probably about 60/40; more fitting, probably.
15 But I done plumbing; you know, running sewer lines,
16 drain lines, water lines for bathrooms; run screw pipe
17 for -- air lines to different machines and through
18 different warehouses.

19 Q. Okay. Now, with respect to this period of
20 time, March to June the 6th of 2007, did you build any
21 walls of a building?

22 A. I ran plumbing in walls.

23 Q. Did you actually build the walls?

24 MS. SHUTT: Objection.

25 A. Well, I put -- like I say, another contractor

DEPOSITION OF ARTHUR CARLSON - 10/4/12

1 built the wall, but say we put the piping in the wall
2 and they pretty much built it around, but we worked
3 together building it around each other, so as the
4 building went up, the plumbing went in as it went.

5 Q. [Mr. Buchanan] Okay. How about the roof, did
6 you have anything to do with the construction of the
7 roof?

8 A. A little bit on floor drains I done. Not a
9 whole lot, but I helped some with doing floor drains
10 also, so -- but not a whole lot, though.

11 Q. Who actually installed the floor? Was it a
12 different contractor?

13 A. I believe so.

14 Q. Okay, and they were -- and you were just kind
15 of there with them doing the drains?

16 MS. SHUTT: Objection.

17 A. Well, the floor drains, like in the roof --
18 well, not the floor drain, but the roof drains was the
19 ones I was involved with.

20 Q. [Mr. Buchanan] Okay. Tell me about the roof.
21 Was the roof constructed by a roofer?

22 A. I'm not sure on that.

23 Q. Was it built by another contractor?

24 A. Yes.

25 Q. Not Local 150?

DEPOSITION OF ARTHUR CARLSON - 10/4/12

1 A. Right. Correct.

2 Q. Okay. And describe for me how you would put
3 the drain in the roof.

4 A. Well, some way I never actually cut the holes,
5 but they'd set the drain down in and we'd connect the
6 pipe inside the building and have it welded out,
7 basically.

8 Q. Did you do anything on top of the roof?

9 A. I didn't. No, I didn't.

10 Q. Do you know whether another trade or a roofer
11 or somebody would come along and install anything, like
12 flashing or anything?

13 A. I don't know about all that. I know we were
14 up there to put the drains, so I wasn't personally, so I
15 don't -- I'm not sure.

16 Q. Okay. That wasn't something you personally
17 did, but it was some of your crew did?

18 A. Yeah.

19 Q. In terms of the pipefitting, was there more
20 pipefitting related to connecting the machines together
21 than there was related to floor drains?

22 A. Now, I did? Yes.

23 Q. Okay. Did you know anything about C.R. Meyer?

24 A. I knew they were out there --

25 Q. Do you know what their --

DEPOSITION OF ARTHUR CARLSON - 10/4/12

1 you to look at Exhibit 1. Is this the one you're
2 talking about? Exhibit 1?

3 A. No. No, no, that's not what I'm talking
4 about.

5 Q. You had another lawsuit?

6 A. Yeah, about my injury.

7 Q. Okay, that's a Workers' Comp matter; right?

8 A. Yeah, Worker -- I'm sorry.

9 Q. All right, I got you. I understand that. If
10 during this period of March to June the 6th of 2007, if
11 I were to ask you about any particular day, what you
12 were doing on that particular day, would you be able to
13 tell me?

14 A. I come to work, do what the foreman asked me
15 to do, so, I mean pretty much.

16 Q. Let's just use as an example, let's say the
17 first working day in April of 2007 at Kimberly-Clark, if
18 I were to ask you to describe specifically what you did
19 all day that day, could you do that?

20 A. No.

21 Q. Is there any way you know of to reconstruct
22 that by time records or logs or anything like that?

23 A. Not particularly. I know I was working on the
24 north side of the paper machine, thanks to that injury
25 document. That notes where I was at on the job site, so

EXHIBIT X

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

DEPOSITION OF

THOMAS BRITTINGHAM

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

SHARON DEHART, COURT REPORTER

Post Office Box 2474

Aiken, South Carolina 29802

(803) 648-9434

shadehart1@msn.com

DEPOSITION OF THOMAS BRITTINGHAM - 10/4/12

1 Q. While you were there in this period, from
2 March to May 27th, did you erect a building?

3 MS. SHUTT: Objection.

4 A. Am I supposed to answer that?

5 MS. SHUTT: If you know.

6 Q. [Mr. Buchanan] Yes.

7 A. Yeah, we built -- we built a plant.

8 Q. Tell me what part of the building you built.

9 A. I worked in warehouse running pipe. I worked
10 on the machine hooking up pipe.

11 Q. Let me ask you this. Did you build the walls
12 to the building?

13 A. Did I build the walls?

14 Q. Yes, sir.

15 A. No, I didn't -- I didn't build any walls, not
16 -- not -- no.

17 Q. All right. With respect to the buildings,
18 were you in any way a roofer?

19 A. No.

20 Q. Okay. Did you put up any of the steel support
21 of the building?

22 A. No, we got -- we got different crafts to put
23 up walls.

24 Q. There's people other than Local 150 people
25 working at Kimberly-Clark; is that right?

DEPOSITION OF THOMAS BRITTINGHAM - 10/4/12

1 A. Yes.

2 Q. During this time period?

3 A. Yeah.

4 Q. All right. So, other people do roofs, other
5 people do walls. How about the floor? Did you -- did
6 you install the floor in the building?

7 A. No. I drilled holes in it.

8 Q. Okay. You drilled some holes to put pipe in;
9 right?

10 A. Yeah.

11 Q. And I guess, did you use some engineering
12 drawings to figure out where to do that?

13 A. Yes.

14 Q. Okay. And would those be in relation to the
15 use the anchor bolts?

16 MS. SHUTT: Objection.

17 Q. [Mr. Buchanan] Well, let me ask you this.
18 Did any of the holes you drilled in the floor for the --
19 did you drill them in order to place an anchor bolt
20 there?

21 A. I'm sure I did set some anchor bolts.

22 Q. And did you -- all right, so -- and you've
23 told me that you -- were some of the holes in the floor
24 done for the purpose of the pipe support?

25 A. Yes.

DEPOSITION OF THOMAS BRITTINGHAM - 10/4/12

1 A. Sometimes.

2 Q. Okay. How much of the time? 10 percent of
3 the time?

4 A. Yeah.

5 Q. 80 percent of the time?

6 A. 10 percent.

7 Q. Okay. That's what I'm really trying to find
8 out.

9 A. How many vents went through the roof and how
10 many holes we put in the wall?

11 Q. Well, just an approximate amount of your time.
12 Was it about 10 percent through the roof?

13 A. I wouldn't say 10. Maybe five.

14 Q. Okay. How about was it most -- most of the
15 piping that was in the building was inside the building
16 among the machines; is that right?

17 MS. SHUTT: Objection.

18 A. That's where we put it.

19 Q. [Mr. Buchanan] Okay.

20 A. We had to put new pipe in -- we had an empty
21 building and we came in there and put the machine on the
22 floor and ran pipes and then they built walls up around
23 us.

24 Q. Okay. All right. So, as they were building
25 the walls around you, you were there with them putting

1 pipe through; is that right?

2 A. Yes.

3 Q. Okay. And did they -- was the roof already
4 there?

5 A. When I got there, there was a concrete slab
6 and a tin roof, no walls.

7 Q. Okay. So, y'all went to work. And the other
8 trades built the walls as -- y'all were all working
9 together?

10 A. Right. Teamwork.

11 Q. Do you know anything about C.R. Meyer?

12 A. A little bit. When I left that job over there
13 in Beech Island, I went to work for him again up in
14 Wisconsin.

15 Q. Was that the next job you had?

16 A. Um-huh [yes].

17 Q. After you left the Kimberly-Clark plant?

18 A. Yeah.

19 Q. Did you come back here to the Local 150 to get
20 that job?

21 A. Yeah.

22 Q. Okay.

23 A. That was just a coincidence. I mean, I didn't
24 know I was going to work for them.

25 Q. How long did you work for them when you went

DEPOSITION OF THOMAS BRITTINGHAM - 10/4/12

1 Q. Okay.

2 A. Now, those two together look accurate.

3 Q. Okay. If I were to ask you for any particular
4 day that you were working at Kimberly-Clark, and we can
5 just -- any day. But we can pull one out of the hat and
6 say the first working day of May of 2007, if I were to
7 ask you to describe for me exactly what you did that day
8 from the beginning of your work day to the end, could
9 you do that?

10 A. No.

11 Q. Is there any way that you know of that that
12 could be reconstructed from any time sheets or logs or
13 anything like that?

14 A. No, I didn't keep any records or a log.

15 Q. Do you know anybody who did?

16 A. No, I don't.

17 THE WITNESS: You didn't keep one, did you,
18 Charlie?

19 A. Me and Charlie were working together.

20 Q. [Mr. Buchanan] All right, sir. Thank you,
21 sir.

22 THE WITNESS: Is that it?

23 MS. SHUTT: No questions, Mr. Brittingham.

24 [DEPOSITION CONCLUDED AT 6:17 P.M.]

25

EXHIBIT Y

State of South Carolina) Court of Common Pleas
County of Richland) Fifth Judicial Circuit
No.: 2010-CP-40-8621

C.R. Meyer and Sons
Company,

Plaintiff/Petitioner,

vs.

Custom Mechanical CSRA,
LLC,

Defendant/Respondent.

Deposition of
ERNEST H. LEWIS, III

October 5, 2012

Custom Mechanical CSRA,
LLC,

Third-Party Plaintiff,
Respondent,

vs.

Plumbers & Steam
Fitters Local #150
Health and Welfare Fund,
et al,

Third-Party Defendants.

GARBER REPORTING SERVICE
803-256-4500

6975f5b6-c39c-40aa-a087-8bf72600f47a

1 THE WITNESS: Right.

2 BY MR. BUCHANAN:

3 Q. Is that right?

4 MS. SHUTT: Objection.

5 THE WITNESS: Well, they --

6 BY MR. BUCHANAN:

7 Q. Is that what you just told me, that C.R.
8 Meyer was doing that?

9 MS. SHUTT: Objection.

10 THE WITNESS: Well, we had -- our job
11 coincided with theirs because when they did stuff,
12 we had to be right there with them. When they
13 poured, we had to be right there with them. Any
14 time they put a wall up because we ran piping
15 through the walls and in the floor. You know, so we
16 had to be right there with them.

17 BY MR. BUCHANAN:

18 Q. Okay. And -- all right. So there would
19 be -- as they put the wall up, there would be places
20 where the engineering drawings would indicate a pipe
21 to go through?

22 A. Sleeving. Right. There would be sleeving
23 out. And then we would put the sleeves in the wall
24 and then run the pipes through the sleeves.

25 Q. Okay. When you say "we put the sleeves in

1 Q. Would you do that for me?

2 A. I was running a pipe machine threading
3 the -- threading the piping -- the air line I was
4 talking about going up in the ceiling of the
5 warehouse?

6 Q. Yes, sir.

7 A. That is what I did. That was my job was
8 to thread the pipe with the pipe machine.

9 Q. Okay. And so the entire day you were
10 there, that is what you did?

11 A. The entire day.

12 Q. Okay. All right. What if -- what if I
13 were to ask you about the 10th working day of May of
14 2007, what would you tell me then?

15 A. The same thing.

16 Q. Okay. So was all of May involved in just
17 running a threading machine?

18 A. Yes, sir.

19 Q. And that was in one place?

20 A. It was in the big warehouse.

21 Q. Okay. In the big warehouse there is a
22 threading machine there?

23 A. Right.

24 Q. Okay. All right. Tell me this. All of
25 May was involved in doing that; is that right?

1 A. Yes.

2 Q. You didn't do anything else in May?

3 A. Just run the pipe machine.

4 Q. Okay. And you were there four days in
5 June. Is that what you were doing those four days?

6 A. Yes.

7 Q. Okay. And let's talk about April. Okay?
8 Was all of April tied up in running the pipe
9 machine?

10 A. Yes. April was, too.

11 Q. Okay.

12 A. Yes.

13 Q. All right. And so then let's talk about
14 March.

15 A. Okay.

16 Q. Okay? What did you do the first -- each
17 day of the first week of March that you worked at
18 Kimberly-Clark?

19 A. That is when we was putting in the
20 underground and the manholes.

21 Q. Okay.

22 A. We were installing underground piping and
23 putting in manholes.

24 Q. All right. Okay. But all of April and
25 all of May and the four days of June were running

EXHIBIT Z

State of South Carolina) Court of Common Pleas
County of Richland) Fifth Judicial Circuit
No.: 2010-CP-40-8621

C.R. Meyer and Sons
Company,

Plaintiff/Petitioner,

vs.

Custom Mechanical CSRA,
LLC,

Defendant/Respondent.

Deposition of
AL TISKA

October 5, 2012

Custom Mechanical CSRA,
LLC,

Third-Party Plaintiff,
Respondent,

vs.

Plumbers & Steam
Fitters Local #150
Health and Welfare Fund,
et al,

Third-Party Defendants.

GARBER REPORTING SERVICE
803-256-4500

hdcd4d52-b0bc-49aa-a5a4-9fc0e939c699

1 Q. All right, sir. When you say "flanges"
2 what do you mean?

3 A. That is where you can break it loose
4 instead of weld it to the unit itself.

5 Q. All right. So it can be taken apart?

6 A. Yes.

7 Q. So it could be unbolted, right?

8 A. Yes.

9 Q. Okay. And the flange was welded to the
10 end of the pipe?

11 A. Yes.

12 Q. And then the flange was bolted to the HVAC
13 unit?

14 A. Yes.

15 Q. Okay. And welding the flange to the pipe
16 is something that is done usually in running pipe?

17 A. Yes.

18 Q. Whether the pipe is inside or outside?

19 A. Yes.

20 Q. Okay. Did you -- when you were there did
21 you have anything to do with putting the roof on the
22 building?

23 A. No.

24 Q. Did you have anything to do with building
25 the walls of the building?

1 A. No.

2 Q. Did you have anything to do with building
3 the floor of the building?

4 A. No.

5 Q. Did you have anything -- did you ever
6 repair or alter the building?

7 MS. SHUTT: Objection.

8 THE WITNESS: We went through the
9 walls and we drilled into the concrete. That is
10 something you do all the time.

11 BY MR. BUCHANAN:

12 Q. And you do that when you are inside or
13 outside; is that right?

14 A. Yes.

15 Q. Is that right?

16 A. Yes.

17 Q. Okay. And basically the holes that were
18 drilled in the floor, in those holes there were
19 bolts placed?

20 A. Anchors, yes.

21 Q. All right. Anchor bolts?

22 A. Yes.

23 Q. Okay. And what did you do to the walls?

24 I'm sorry.

25 A. You would have to go through penetrations.

1 Q. What do you mean by that?

2 A. If it was concrete, you would have to
3 drill a hole with a masonry bit.

4 Q. For what purpose?

5 A. To get a pipe through it.

6 Q. A small pipe?

7 A. Right.

8 Q. Okay. Did you ever do that with big pipe?

9 A. Most of those were already there,
10 engineered in.

11 Q. Okay. So there would be a hole there for
12 a big pipe?

13 A. Right.

14 Q. But occasionally you would have to run a
15 small pipe?

16 A. Right.

17 Q. Okay.

18 A. Something that was left off the drawing or
19 something like that.

20 Q. Okay. But if the machine were removed
21 from the building, the small hole in the wall
22 wouldn't keep the building from being used for
23 something else, would it?

24 A. It depends on what the use of the building
25 would be.

1 in, something like that.

2 Q. Okay. Do you know whether C.R. Meyer was
3 paid by Kimberly-Clark for work done at
4 Kimberly-Clark?

5 A. No.

6 Q. All right. Do you know whether Custom
7 Mechanical was paid for work done at Kimberly-Clark?

8 A. No.

9 Q. Do you know whether Custom Industrial
10 Services was paid for work done at Kimberly-Clark?

11 A. No.

12 Q. Do you know whether the vacation funds
13 were paid to the Union?

14 A. No.

15 Q. Have you filed any suit or taken any
16 action to recover any money from C.R. Meyer?

17 MS. SHUTT: Objection.

18 THE WITNESS: Just the one we have
19 going now.

20 BY MR. BUCHANAN:

21 Q. Okay. Within the period that you were
22 there, if I were to ask on any -- for any day within
23 that period -- for example, if I were to say the
24 first working day in May of 2007, could you describe
25 for me in detail what you did that day from the

1 beginning of the workday until the end?

2 A. No.

3 Q. Do you know of any way that we can
4 reconstruct that?

5 A. Every day is pretty typical when you are
6 running pipe. You are going to fit pipe. You are
7 going to weld pipe. You are going to support pipe.
8 Very typical.

9 Q. Okay. Do you know of any particular --
10 but go back to the first working day in May. If I
11 were to ask you if on that day you were running pipe
12 to a tank outside or you were running pipe to an
13 HVAC unit on that day, could you tell me that?

14 A. I could tell you I was doing something
15 with pipe.

16 Q. Okay. But any more specific than that,
17 could you tell me?

18 A. Not really.

19 Q. Is there any way that you know of from
20 time sheets or logs or records anywhere that we
21 could figure out like on the first workday of May
22 what specific jobs you were doing that day?

23 A. No.

24 MR. BUCHANAN: Thank you, Mr. Tiska.
25 You've been patient. Ms. Shutt may have some

EXHIBIT AA

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CAREPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;))
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANH;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)

29 - - - - -
 30 DEPOSITION OF RALPH BLACK

31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the offices of Plumbers & Steamfitters Local #150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Friday, the 28th day of September, 2012
 36 commencing at 4:32 p.m.

01 Q. And according to this document, it's recorded
02 that you worked in the first week of that month 45
03 hours, and then, in the second week of that month, you
04 worked 13 and a half hours. Do you see it?

05 A. Yes, sir. Is that in accord with your memory
06 or your recollection of what happened in July of 2007?

07 A. Again, without pay stubs in front of me, I
08 don't. I just remember.

09 Q. Okay. You remember getting laid off in July
10 of 2007?

11 A. Yes, sir.

12 Q. Why were you laid off, if you know?

13 A. It was our understanding that Custom had
14 either lost the contract or the contract was pulled and
15 they no longer had the work so we were all laid off in
16 accordance.

17 Q. Okay, so you just returned to the Local 150 to
18 see about another job?

19 A. Right.

20 Q. Okay. What did you do there at the Kimberly-
21 Clark location?

22 A. Started out, I was hired as a plumber. I got
23 changed from a plumber to a pipefitter when I walked
24 through the door, so even though I was sent out to be a
25 plumber, I was designated as a pipefitter because they

01 needed me more as a pipefitter than they needed me as a
02 plumber. We did water lines, air lines, drain lines,
03 gas lines, just about every service that they needed to
04 hook up the piping to the new paper machine that they
05 were in the process of building.

06 Q. Okay.

07 A. When I got there it was a big hole in the
08 ground.

09 Q. Bit hole in the ground?

10 A. [Indicates affirmatively].

11 Q. And you got there on December the 4th of 2006?

12 A. Yes, sir.

13 Q. Okay. And how big was the hole? I mean, you
14 can approximate. I understand you can't tell me.

15 A. As big as this building.

16 Q. As big as this building? Okay. And what
17 became of that hole?

18 A. It was formed up. There were yards and yards
19 and yards of concrete poured into it. There was sewer
20 lines put in it, drain lines put in it. There were
21 pipes put into it. There were rooms built into it, and
22 then it was capped off.

23 Q. Okay. And did you build the rooms?

24 A. No, that was under the concrete finishers.

25 Q. Okay. Do you know who they were?

01 A. As far as I know they were C.R. Meyer
02 employees.

03 Q. Okay. And so did you do anything other than
04 the pipefitting?

05 A. We did a little of the plumbing because they
06 were building the bathrooms for the plant and I helped a
07 little bit on that because of my plumbing experience.

08 Q. Okay. All right. And C.R. Meyer -- well,
09 tell me, when you got to the hole in the ground and when
10 you finished whatever you were doing at the hole in the
11 ground, what was there?

12 A. It wasn't something that happened overnight.
13 You're looking at something that happened over the
14 course of months. They put in concrete drains. They
15 would put in -- they would fill the hole up to a certain
16 level. They would put piping that went in at that
17 elevation in.

18 Q. Okay. That's what you would do, is the
19 piping?

20 A. Yes, sir.

21 Q. All right. And C.R. Meyer would get to the
22 point where you would do the piping?

23 A. Right.

24 Q. And after you did the piping what, if anything
25 --

01 that period, March through June of 2007, you worked more
02 inside the building or more outside the building?

03 A. I would say probably more inside.

04 Q. And when you were in -- let me ask you this.

05 For this period of March through June, were the
06 buildings already there?

07 MS. SHUTT: Objection.

08 Q. [Mr. Buchanan] That you worked in?

09 MS. SHUTT: Objection.

10 Q. [Mr. Buchanan] Let me rephrase it.

11 A. Okay.

12 Q. Did you ever build a building?

13 MS. SHUTT: Objection.

14 Q. [Mr. Buchanan] On the Kimberly-Clark site --

15 MS. SHUTT: Objection.

16 Q. [Mr. Buchanan] -- in the months of March
17 through June of 2007?

18 MS. SHUTT: Objection.

19 A. Rephrase that.

20 Q. [Mr. Buchanan] Okay. All right. In this
21 period, March through June, this three-month period in
22 2007, okay, what did you do when you worked in the
23 building?

24 A. I installed piping systems, supports for
25 piping systems that was directly attached to the

01 an HVAC unit?

02 A. I would just go by prints that we had, you
03 know.

04 Q. Okay. So you would actually run the pipe from
05 the inside of the building to the top of the roof?

06 A. Yes, sir.

07 MS. SHUTT: Objection.

08 Q. [Mr. Buchanan] Okay. And within these four
09 months of March, April, May and June of 2007, how many
10 of those would you have done?

11 A. I have no idea.

12 Q. Do you know how many you would have done in
13 total?

14 A. No, sir.

15 Q. Okay. Do you know how many HVAC units there
16 were on the roof?

17 A. No, sir.

18 Q. Was this in one building or more than one
19 building?

20 A. It was more than one building, I guess.

21 Q. Well, do you know? How much of your time was
22 related to piping the HVAC units?

23 A. Very limited amount of time.

24 Q. And when you say very limited, percentage-
25 wise, March, April, May and June of 2007, the percentage

EXHIBIT BB

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
C.R. MEYER AND SONS COMPANY,)

Plaintiff,)

vs.)

CUSTOM MECHANICAL CSRA, LLC,)

Defendant.)

CUSTOM MECHANICAL CSRA, LLC,)

Third-Party
Plaintiff/Respondent,)

vs.)

PLUMBERS & STEAMFITTERS LOCAL)
#150 HEALTH AND WELFARE FUND,)
PLUMBERS & STEAMFITTERS Local #150)
ANNUITY FUND AND JACKIE K. NORDEEN,)
JR. AND PATRICK H.F. SMITH, IV, AS)
TRUSTEES OF THESE FUNDS; PLUMBERS)
& STEAMFITTERS LOCAL #150 VACATION)
FUND AND PATRICK H.F. SMITH, IV AND)
JOSEPH L. DOZIER, AS TRUSTEES OF)
THIS FUND; AND AUGUSTA JOINT)
APPRENTICESHIP AND JOURNEYMEN)
TRAINING COMMITTEE, AND PATRICK)
H.F. SMITH, IV AND CHARLES I.)
HARDIGREE, AS TRUSTEES OF THIS)
FUND; TRUSTEES OF SOUTHERN IRON)
WORKERS PENSION FUND; TRUSTEES OF)
SOUTHEASTERN IRON WORKERS)
HEALTHCARE PLAN; TRUSTEES OF)
SOUTHEASTERN IRON WORKERS ANNUITY)
PLAN; TRUSTEES OF IRON WORKERS)
#709 JOINT APPRENTICESHIP AND)
TRAINING COMMITTEE AND LOCAL #709,)
INTERNATIONAL ASSOCIATION OF)

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CARPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST K. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANE;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL-CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)
 29)

30 DEPOSITION OF AL CARPENTER

31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the Plumbers & Steamfitters Local #150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Friday, the 28th day of September, 2012
 36 commencing at 2:56 p.m.

37 ADAMS REPORTING & VIDEO

38 Post Office Box 595

39 Aiken, South Carolina 29802-0595

40 (803) 270-6755

lisareports@att.net

01 where the Custom Mechanical trailer was because there
02 was a building there where they spun the toilet paper.
03 This is a toilet paper machine. These rolls are punched
04 out, like, 30 feet long, 8 to 10 feet in diameter.
05 They'll move them -- they were coming from another
06 tissue machine into the building behind us. They set
07 them up on a rack and that's where they cut them and
08 separate them into smaller rolls.

09 Q. Like a conveyer and they come over and they
10 get smaller every machine?

11 A. Yes, sir.

12 Q. Right?

13 A. Yes, sir, they sure do.

14 Q. So you get this huge piece of paper going in
15 one end, and then, lo and behold, the final product is
16 you've got a roll of toilet tissue you can sell --

17 A. One million rolls of Cottonelle there.

18 Q. You can put it in the Piggly-Wiggly and sell
19 it, right?

20 A. Yes, sir.

21 Q. Okay. All right, well it is a fascinating
22 process.

23 A. Yes, it is.

24 Q. But let me ask you this. In terms of -- you
25 said the sheet metal wasn't there, or something on the

01 roof?

02 A. Right.

03 Q. Okay. But was the sheet metal something
04 somebody else was doing or was that something y'all were
05 doing?

06 A. Custom was -- as far as I know, Custom was --
07 how do you say? Coordinating or -- some of this sheet
08 metal, I never had my hands on. I was too busy with the
09 pipe.

10 Q. That's my question. Yeah.

11 A. Okay.

12 Q. Yeah, basically.

13 A. Now, whether Custom Mechanical actually put
14 the sheet metal up or not, I don't know. Now, whether
15 one of their subcontractors did or not, I don't know.

16 Q. Okay. In terms of all those contracts, you
17 don't really know who had what contracts to do what?

18 A. No, sir.

19 Q. Okay. And if you had to identify a particular
20 contract that included your work, could you do that or
21 would that be trouble?

22 A. That would be kind of hard. There's so much
23 out there and we did so much.

24 Q. Yeah. Okay.

25 A. It'd be real hard, you know, to pinpoint

01 Q. You didn't have any copies anywhere --

02 A. No, sir.

03 Q. -- or anything like that?

04 A. All the specific time sheets I turned in, I
05 turned into Custom Mechanical on a weekly basis.

06 Q. Okay.

07 A. A lot of the foremen didn't do that but --
08 because everybody clocks in. Everybody clocks in so
09 they've got a running record of who's there, when
10 they're there. But I turned in specific paperwork
11 stating what the guys actually worked on and how many
12 hours they worked on each particular project.

13 Q. So each person who's working there for the
14 Local 150 clocks in and clocks out?

15 A. Yes, sir.

16 Q. Okay. Well, let me just ask you this. If we
17 picked a certain date, and let's just -- I'm looking at
18 Exhibit 3; okay? That's April of 2007. And let's -- if
19 we picked out a random date, let's just say the first
20 working day of April of 2007 --

21 A. Okay.

22 Q. -- could you tell me specifically what you did
23 that day from beginning of the day until you clocked out
24 without the documents you're talking about?

25 A. I couldn't be real specific. I could tell you

01 we started our morning off by having a -- I gave a
02 safety meeting. I couldn't tell you what the safety
03 meeting was about other than it was about safety, not
04 what particular area. I could tell you that I lined
05 each individual pair of guys up because we set up a
06 welder and a fitter together, and we've got apprentices
07 in our crew. Whoever's got the hardest job or the
08 hardest project, the apprentice goes with them. I know
09 we get expedited material from the laydown yard into the
10 building.

11 Other than that, as far as what piping project
12 we specifically worked on or whether or not we were
13 hanging iron or -- in April, I would say that the bulk
14 of the tissue machine was already -- already installed.
15 I could probably come close by saying we were running
16 piping in the pit below the tissue machine under a
17 confined space work order, probably. That's about that
18 timeframe. I couldn't come any closer than that.

19 Q. All right. And would the same be true if we
20 were to ask you any other day? Whether it's April or
21 May or June, the same would be true?

22 A. Pretty much except for the earlier days. We
23 did not have a tool crib, a tool shed, or a tool room.
24 We didn't have expeditors, so once I was set up to
25 foreman, and we had a lot of trucks coming in in the

EXHIBIT CC

State of South Carolina) Court of Common Pleas
) Fifth Judicial Circuit
 County of Richland) No.: 2010-CP-40-8621

C.R. Meyer and Sons)
 Company,)

Plaintiff/Petitioner,)

vs.)

Custom Mechanical CSRA,)
 LLC,)

Defendant/Respondent.)

Deposition of
 TONY HALL

October 5, 2012

Custom Mechanical CSRA,)
 LLC,)

Third-Party Plaintiff,)
 Respondent,)

vs.)

Plumbers & Steam)
 Fitters Local #150)
 Health and Welfare Fund,)
 et al,)

Third-Party Defendants.)

GARBER REPORTING SERVICE
 803-256-4500

7a4a9566-fcd9-49a8-b263-3f408f047d4a

1 Q. Okay. And so you were involved in the
2 underground piping?

3 A. That is correct.

4 Q. And was that in '06 or '07?

5 A. '06.

6 Q. Okay. And then when the -- who was it,
7 the concrete people put the floor in?

8 A. Yes.

9 Q. Were you there watching to make sure that
10 nobody disturbed the piping that you had put in?

11 A. Yes. Yes.

12 Q. Okay. And so these system lines were both
13 underground and above the floor; is that right?

14 A. That's correct.

15 Q. Okay. And the system lines connected
16 machines and tanks and so forth?

17 A. That is correct.

18 MS. SHUTT: Objection.

19 BY MR. BUCHANAN:

20 Q. All right. And were you there when the
21 walls went up?

22 A. Yes, sir.

23 Q. Okay. And did you work in conjunction
24 with the people who were erecting the walls?

25 A. Define "in conjunction with."

1 Q. Okay. Did people put up block walls,
2 concrete block walls?

3 A. Yes, sir.

4 Q. Were there any wooden walls put up,
5 erected?

6 A. Not that I recall.

7 Q. Okay. So would the masonry people have
8 put the block walls up?

9 A. That is kind of an iffy question because
10 all the walls were not brick. Some of them were --
11 some of them were actually installed in panels.

12 Q. Okay.

13 A. And which craft actually installed those,
14 I'm not sure what they were.

15 Q. Okay. That is fair enough. But the
16 people who either put the panels up or the concrete
17 blocks were not Local 150 people; is that right?

18 A. To my knowledge, no.

19 Q. Okay. But the piping had to be
20 incorporated into some of that?

21 A. That is correct.

22 Q. And you were present for the piping part?

23 A. Yes, sir.

24 Q. Okay. And were there occasions where
25 whoever was erecting a wall would reach a point

1 where a pipe was supposed to go through it?

2 A. Yes, sir.

3 Q. And you would place a sleeve there?

4 A. Yes, sir.

5 Q. And then pipe through the sleeve?

6 A. Sometimes there was not a sleeve. We
7 just -- with prefab our piping, already install our
8 piping. And they would erect the wall around the
9 piping. Sometimes we had to cut through the wall to
10 install our piping through the wall after the wall
11 was actually erected.

12 Q. Okay. Where there might have been a
13 mistake somewhere or something left out of the
14 drawings?

15 A. No, sir. It's sometimes, you know, the
16 wall is there and, you know, we have to put a pipe
17 there. I'm not going to say it was a mistake, no.

18 Q. Okay. The wall just got there first; is
19 that right?

20 A. In some cases.

21 Q. Okay. Well, tell me how you cut a hole in
22 the wall.

23 A. The majority of the time we would use saws
24 on -- for our part of it because they were mainly
25 brick or they would be a metal wall. We would use

1 saws or torches, cutting torches, to cut through a
2 metal wall.

3 Q. Okay. And when you say "we" who do you
4 mean?

5 A. Myself or the people who were working for
6 me.

7 Q. Okay. And tell me are these -- what size
8 holes are these?

9 A. It varied from different sizes. We went
10 from half-inch pipe all the way up to eight-inch
11 pipe.

12 Q. Okay. And so after the -- after the hole
13 was cut in the wall, did you have to have the
14 electrical people involved in that in any way?

15 A. I don't recall whether the electricians
16 were involved.

17 Q. Okay. How would you know whether -- in
18 the area that you were going to cut, whether or not
19 there were -- there was wiring in there, electrical
20 wiring?

21 A. The general contractor had drawings of
22 where we were putting our pipe in. Before we were
23 able to cut anything into a wall, the walls were
24 checked to make sure that there was no electrical on
25 either side of the wall --

1 Mechanical and Custom Industrial?

2 A. I do not.

3 Q. Okay. Do you know whether Custom
4 Industrial leased any equipment or tools from Custom
5 Mechanical?

6 A. I do not.

7 Q. If we were to just pick a day in 2007
8 before the work ended, before everybody left in
9 July, if we were to just pick a day, any day -- for
10 example, if we were to pick June the 16th of 2007,
11 would you be able to tell me for that day in detail
12 what you did at work that day at Kimberly-Clark from
13 the beginning of your workday until the end of the
14 workday?

15 A. No. I would not. Not without referring
16 back to my notes.

17 Q. Let me ask you about your notes.

18 A. Yes sir.

19 Q. What notes do you have?

20 A. I used to keep a book of, you know,
21 general things that we would do for the day just to
22 hand in to the foreman, general foreman, and such as
23 that.

24 Q. Okay. And do you have that book at home?

25 A. I would have to try to find that book.

EXHIBIT DD

State of South Carolina) Court of Common Pleas
County of Richland) Fifth Judicial Circuit
No.: 2010-CP-40-8621

C.R. Meyer and Sons
Company,

Plaintiff/Petitioner,

vs.

Custom Mechanical CSRA,
LLC,

Defendant/Respondent.

Deposition of
LEONARD WADE CLIETT

October 5, 2012

Custom Mechanical CSRA,
LLC,

Third-Party Plaintiff,
Respondent,

vs.

Plumbers & Steam
Fitters Local #150
Health and Welfare Fund,
et al,

Third-Party Defendants.

GARBER REPORTING SERVICE
803-256-4500

b58a22ea-0f96-4d8c-87e6-deb76dd8dcc7

1 Q. In the -- well, let me ask you this.
2 While you were employed at Kimberly-Clark what did
3 you do?

4 A. We ran 16-inch well pipe through the
5 ceiling.

6 Q. "We" is who?

7 A. Me and Larry and Martin Granger. Larry
8 Cliatt and Martin Granger.

9 Q. All right. And let's talk about that.
10 Okay? That was -- tell me again, it was 16-inch
11 pipe?

12 A. Yes, sir.

13 Q. Through the ceiling?

14 A. Yes, sir.

15 Q. Did you put the pipe through an opening
16 that had been engineered in the ceiling?

17 A. We put the opening in the ceiling.

18 Q. Okay. How did you put the opening in the
19 ceiling?

20 A. The crew on the roof cut the opening in
21 the ceiling.

22 Q. Okay.

23 A. My brother was part of that group.

24 Q. All right. Was that a Local 150 crew?

25 A. Yes, sir.

1 Q. And who was in that group -- who was in
2 that crew other than your brother James?

3 A. I believe Dennis Willard was in it.

4 Q. Okay. Two of them?

5 A. I'm sure there was a couple others that
6 came and went out of the crew, but they were the
7 only two that I knew were there the whole time.

8 Q. All right. And were they on top of the
9 roof when you did that?

10 A. Yes, sir.

11 Q. Were you up there with them?

12 A. No, sir. I was inside.

13 Q. Okay. Tell me, do you know how they did
14 that?

15 A. No, sir, I didn't watch.

16 Q. Okay. Do you know whether there was
17 any -- whether there were any roofing people up
18 there with them?

19 A. Not for sure.

20 Q. Okay.

21 A. I wasn't up there.

22 Q. All right. But while you were working at
23 Kimberly-Clark there were all manner of people out
24 there working on that project who were not members
25 of the Local 150; is that right?

1 A. I guess. I didn't work with anybody that
2 wasn't.

3 Q. Okay. Did you ever -- did you ever see
4 masonry people out there working?

5 A. No, sir.

6 Q. Did you ever see steel people out there
7 working?

8 A. I did see some ironworkers out there, yes,
9 sir.

10 Q. Did you ever see any electrical workers
11 out there working?

12 A. Yeah. That was pretty funny, too.

13 Q. Okay. And why is that?

14 A. Well, when everybody would go to lunch
15 they would bring in this crew of Mexicans. And they
16 would just go up there and grab these big wires and
17 drag them through the bars. Wasn't nobody looking.

18 Q. Okay. And did you ever see any carpenters
19 out there?

20 A. I don't know if they were carpenters or
21 not. I mean, I have no idea. I know we had some --
22 I know there were ironworkers out there. We were
23 doing plumbing and pipefitting. And I'm not sure
24 if -- there were electrical people out there running
25 the electrical.

1 Q. Okay. Let's talk about -- let's talk
2 about this hole in the roof. What area were you in
3 when you were working on that?

4 A. We were in the old section of the building
5 in the warehouse.

6 Q. All right. And did you have any
7 involvement in placing the pipe through the ceiling?

8 A. Yes, sir.

9 Q. And what did you do in that respect?

10 A. We fit the pipe through the ceiling. Had
11 those roof-hangers to get it up there. And they
12 were running it across the roof. And we had to
13 match ours to theirs.

14 Q. Were you working with pipefitters?

15 A. Yes, sir.

16 Q. Okay.

17 A. Martin was the welder. Larry was the
18 pipefitter. And I was the apprentice.

19 Q. Okay. And so Martin did the welding and
20 Harry did the pipefitting?

21 A. Larry did the pipefitting.

22 Q. Larry did the pipefitting?

23 A. Yes, sir.

24 Q. And what did you as the apprentice do?

25 A. Whatever they told me to do.

1 Q. All right. And on this occasion when they
2 were putting the pipe through the roof what did they
3 tell you to do?

4 A. Well, actually Larry was teaching me. And
5 he would let me do the fitting of the pipe. And
6 then he would check it before it before it would go
7 up.

8 Q. Okay. And when you would -- is this pipe
9 that you fit together on the floor that was raised
10 by some equipment?

11 A. Yes, sir. It was 16-inch well pipe, yes,
12 sir.

13 Q. Okay. And were you up in the air by the
14 roof when it was placed through the roof?

15 A. Yes, sir.

16 Q. And were you on machinery or what were you
17 on? Scaffolding or what?

18 A. Well, when we went through the roof we
19 were on a -- we had a lift, a man lift. And other
20 than that we used harnesses and tied off. We had
21 put other pipes up there, just tied off to them.

22 Q. Okay. All right. Now, any other
23 occasions that you had to work on the roof?

24 A. No, sir. We ran the heat on the side of
25 the building opposite where the machine was going.

1 We ran the steam lines through there for the heat.

2 Q. Okay. But on this roof project that
3 you've described, how long did it take to do that?

4 A. It took us about a month.

5 Q. To run the pipe through the roof?

6 A. To run the pipe through the building and
7 through the roof.

8 Q. Okay. Well, I'm just talking about the
9 roof. When somebody cut a hole in the roof and then
10 you all put a pipe through it?

11 A. Yes, sir.

12 Q. How long did that take?

13 A. I mean, it depends on where you want to
14 mark the starting point as. From here to there to
15 run the pipe, I mean, you get the pipe through the
16 roof.

17 Q. Let takes the pipe all the way up to the
18 roof. And let's talk about --

19 A. It took us about a month from where we
20 were running it to to get it through the roof to
21 where the one is running across the roof is hooked
22 up to it.

23 Q. All right. And you were running that pipe
24 through the building; is that right?

25 A. Through the mechanical room, yes, sir.

1 BY MR. BUCHANAN:

2 Q. Okay. All right. Did you do anything
3 else in June?

4 A. We did other things out there, but I can't
5 particularly say it was in June.

6 Q. Let me ask you this. If I were to ask
7 you -- if I were to just pick a day, a workday
8 within the period that you were employed at
9 Kimberly-Clark, and we can just -- you know, for
10 example, if I were to ask you to tell me on the
11 first working Tuesday of April of 2007, exactly what
12 you did that day from the beginning of the workday
13 until the end, could you tell me that?

14 A. No, sir. But I could take you out there
15 and show you every piece of pipe that I put in and
16 everything that I worked on if you would like me to.

17 Q. Do you know any way that you could
18 reconstruct for that day that I just asked you about
19 what you did on that day either by time sheets or
20 logs or records or anything like that?

21 A. No, sir, not unless I could find my
22 notebooks.

23 Q. Tell me about your notebooks.

24 A. Notebooks for what I did in that period
25 when I was setting pipe.

EXHIBIT EE

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CARPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANH;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)
 29 - - - - -

30 DEPOSITION OF DAVID CULLIPHER
 31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the Plumbers & Steamfitters Local No. 150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Thursday, the 4th day of October 2012
 36 commencing at 11:07 a.m.
 37 ADAMS REPORTING & VIDEO
 38 Post Office Box 595
 39 Aiken, South Carolina 29802-0595
 40 (803) 270-6755

lisareports@att.net

01 A. Yes, sir.

02 Q. All right. Did you work with anybody as a
03 plumber?

04 A. Yes.

05 Q. Some of the time did you work -- while you
06 were working on the Kimberly-Clark location, did you
07 work inside of the building some of the time?

08 A. Yes.

09 Q. Did you work outside of the building some of
10 the time?

11 A. Yes.

12 Q. During the time you were working on the
13 Kimberly-Clark site, did you do more work inside or more
14 work outside, or do you know?

15 A. I don't know.

16 Q. Did you ever erect a building?

17 A. Yes.

18 MS. SHUTT: Objection.

19 Q. [Mr. Buchanan] What did you do in that
20 process? Describe it for me.

21 A. Piping machines that was in the building.

22 Q. I'm not talking about machines in the building
23 and I'm not talking about the piping related to the
24 machinery. Did you ever build a building?

25 MS. SHUTT: Objection.

01 A. I don't know.

02 Q. [Mr. Buchanan] In March of 2007, okay? When
03 you were working at the Kimberly-Clark location during
04 the months of March, April, May, June and July of 2007,
05 during that period, were the buildings already there?

06 A. I don't know.

07 Q. Did you ever put a roof on a building?

08 A. I have never put a roof on a building.

09 Q. Did you ever erect the structure of the
10 building?

11 MS. SHUTT: Objection.

12 Q. [Mr. Buchanan] The steel beams or anything
13 like that? Masonry?

14 A. That's not in our job description.

15 Q. Okay. During that period, March through July
16 of 2007, did the buildings have roofs?

17 A. I don't know.

18 Q. Did they have walls?

19 A. Some.

20 Q. Did you ever repair or alter a building while
21 you were there during the months of March, April, May,
22 June and July of 2007?

23 MS. SHUTT: Objection.

24 A. I don't know.

25 Q. [Mr. Buchanan] What do you remember doing, if

01 anything, related to a building while you were at
 02 Kimberly-Clark in those months, March, April, May, June,
 03 July of 2007?

04 MS. SHUTT: Objection.

05 A. Working.

06 Q. [Mr. Buchanan] And doing what work?

07 A. Plumbing and pipefitting.

08 Q. Okay. And when you were pipefitting, what
 09 were you doing, if anything, in relation to the
 10 building?

11 A. I don't recall.

12 Q. When you were plumbing, what, if anything,
 13 were you doing in relation to the building during this
 14 time, March through July of 2007?

15 MS. SHUTT: Objection.

16 A. I -- just putting pipe in the ground.

17 Q. [Mr. Buchanan] Okay. Let me ask you this.
 18 If I were to ask you to just pick a day during this
 19 period, if we just -- and I'm looking at Exhibit 5.
 20 This is for June of 2007, the month. And if I were to
 21 ask you to take the first working day of June 2007,
 22 could you describe for me everything you did that day in
 23 detail from the beginning of the day to the end of the
 24 day?

25 A. No.

01 Q. Do you know whether there's any way to
02 reconstruct what you did on the first working day of
03 June of 2007?

04 A. No.

05 Q. Do you know whether anybody's got any records
06 that would show that?

07 A. I don't know.

08 Q. And would the same be true for any other
09 random day that we selected during that period?

10 A. I don't know.

11 Q. Okay, let's see. Let me show you what we've
12 marked as Exhibit 8 to your deposition. And do you see
13 that that appears to be a copy of an employer quarterly
14 contribution and wage reports to the South Carolina
15 Employment Security Commission?

16 A. Yes, I see that.

17 Q. And if you take a look at -- do you see where
18 it says, "See attached," on page one there?

19 A. I see.

20 Q. And if you look at the attachment, do you see
21 what appears to be a list of employees of Custom
22 Industrial for the quarter ending June 30th of 2007?

23 A. I see this.

24 Q. If you look at page two of the attachment,
25 which would be page three of Exhibit 8 --

EXHIBIT FF

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	CASE NO. 2010-CP-40-8621
C.R. MEYER AND SONS COMPANY,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Defendant.	)	
CUSTOM MECHANICAL CSRA, LLC,	)	
	)	
Third-Party	)	
Plaintiff/Respondent,	)	
	)	
vs.	)	
	)	
PLUMBERS & STEAMFITTERS LOCAL	)	
#150 HEALTH AND WELFARE FUND,	)	
PLUMBERS & STEAMFITTERS Local #150	)	
ANNUITY FUND AND JACKIE K. NORDEEN,	)	
JR. AND PATRICK H.F. SMITH, IV, AS	)	
TRUSTEES OF THESE FUNDS; PLUMBERS	)	
& STEAMFITTERS LOCAL #150 VACATION	)	
FUND AND PATRICK H.F. SMITH, IV AND	)	
JOSEPH L. DOZIER, AS TRUSTEES OF	)	
THIS FUND; AND AUGUSTA JOINT	)	
APPRENTICESHIP AND JOURNEYMEN	)	
TRAINING COMMITTEE, AND PATRICK	)	
H.F. SMITH, IV AND CHARLES I.	)	
HARDIGREE, AS TRUSTEES OF THIS	)	
FUND; TRUSTEES OF SOUTHERN IRON	)	
WORKERS PENSION FUND; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS	)	
HEALTHCARE PLAN; TRUSTEES OF	)	
SOUTHEASTERN IRON WORKERS ANNUITY	)	
PLAN; TRUSTEES OF IRON WORKERS	)	
#709 JOINT APPRENTICESHIP AND	)	
TRAINING COMMITTEE AND LOCAL #709,	)	
INTERNATIONAL ASSOCIATION OF	)	

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CARPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;)
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.)
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMACHANE;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)
 28 Third-Party Defendants.)

29 -----
 30 DEPOSITION OF JOSEPH DOYLE, JR.
 31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the Plumbers & Steamfitters Local No. 150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Thursday, the 4th day of October 2012
 36 commencing at 12:28 p.m.
 37 ADAMS REPORTING & VIDEO
 38 Post Office Box 595
 39 Aiken, South Carolina 29802-0595
 40 (803) 270-6755

lisareports@att.net

01 the date you start the job and the date --

02 A. Just the date I start and the date I end.

03 Usually it's mostly for my out-of-town expenses.

04 Q. Okay. So, to prove that you might have had a
05 hotel --

06 A. Yes, sir.

07 Q. -- bill or something like that? Or gas
08 expenses?

09 A. Yes, sir. And mileage.

10 Q. Mileage? Okay. Does it have any detail in
11 there on a daily basis about what you did?

12 A. No, sir.

13 Q. Let me ask you this. If we were to just take
14 any day, okay, for the period in March through June that
15 you were working at Kimberly-Clark, any one of those
16 work days, and if I were to ask you -- let's pick one.
17 Let's say the first work day in June. Could you
18 describe for me in detail everything you'd done for that
19 day?

20 A. No, sir.

21 Q. Is there any way that you know of that that
22 could be reconstructed, what you did on a particular
23 day?

24 A. You mean what my job was, what I done?

25 Q. Yeah. If we wanted a detailed description of

01 the first working day in June of 2007, is there
02 something we can go look at to see what you did,
03 starting at the first of the day and going to the end of
04 the day?

05 A. No, sir.

06 Q. As far as you know, the Union doesn't have any
07 kind of record like that?

08 A. No, sir.

09 Q. And you didn't keep one?

10 A. No, sir.

11 Q. Okay. Now, you were a pipefitter?

12 A. Yes, sir.

13 Q. Did you work as a plumber?

14 A. No, sir.

15 Q. Did you work as a welder?

16 A. As a what?

17 Q. A welder?

18 A. No, sir.

19 Q. Okay. When you were working as a pipefitter,
20 were you working with a welder?

21 A. I was a foreman.

22 Q. All right, sir. And as a foreman, did you
23 keep any kind of records?

24 A. No, sir, just a time -- timesheet.

25 Q. A timesheet for you?

01 Q. Okay. And when you were the foreman at the
02 Kimberly-Clark location, how many different jobs were on
03 your crew?

04 A. I'd say it varied from day to day.

05 Q. Sometimes you'd have a welder on your crew?

06 A. Yes, sir.

07 Q. And sometimes maybe more than one welder on
08 your crew?

09 A. Yes, sir.

10 Q. And then some days you would have one or more
11 pipefitters on your crew?

12 A. Yes, sir.

13 Q. Some days you would have one or more plumbers
14 on your crew?

15 A. No, sir.

16 Q. Okay. Plumbers didn't work for you?

17 A. No, sir.

18 Q. All right. And while you were working at
19 Kimberly-Clark, did you work some of the time in the
20 buildings?

21 A. Yes, sir.

22 Q. Did you work some of the time outside of the
23 buildings?

24 A. Yes, sir.

25 Q. Do you know whether, at least for you during

01 that period, March through June of 2007, you worked more
02 inside the building or more outside the building?

03 A. I would say probably more inside.

04 Q. And when you were in -- let me ask you this.

05 For this period of March through June, were the
06 buildings already there?

07 MS. SHUTT: Objection.

08 Q. [Mr. Buchanan] That you worked in?

09 MS. SHUTT: Objection.

10 Q. [Mr. Buchanan] Let me rephrase it.

11 A. Okay.

12 Q. Did you ever build a building?

13 MS. SHUTT: Objection.

14 Q. [Mr. Buchanan] On the Kimberly-Clark site --

15 MS. SHUTT: Objection.

16 Q. [Mr. Buchanan] -- in the months of March
17 through June of 2007?

18 MS. SHUTT: Objection.

19 A. Rephrase that.

20 Q. [Mr. Buchanan] Okay. All right. In this
21 period, March through June, this three-month period in
22 2007, okay, what did you do when you worked in the
23 building?

24 A. I installed piping systems, supports for
25 piping systems that was directly attached to the

EXHIBIT GG

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 C.R. MEYER AND SONS COMPANY,)
)
 Plaintiff/Petitioner,)
)
 vs.)
)
 CUSTOM MECHANICAL CSRA, LLC,)
)
 Defendant/Respondent.)

CUSTOM MECHANICAL CSRA, LLC,)
)
 Third-Party)
 Plaintiff/Respondent,)
)
 vs.)
)

PLUMBERS & STEAMFITTERS LOCAL)
 #150 HEALTH AND WELFARE FUND,)
 PLUMBERS & STEAMFITTERS Local #150)
 ANNUITY FUND AND JACKIE K. NORDEEN,)
 JR. AND PATRICK H.F. SMITH, IV, AS)
 TRUSTEES OF THESE FUNDS; PLUMBERS)
 & STEAMFITTERS LOCAL #150 VACATION)
 FUND AND PATRICK H.F. SMITH, IV AND)
 JOSEPH L. DOZIER, AS TRUSTEES OF)
 THIS FUND; AND AUGUSTA JOINT)
 APPRENTICESHIP AND JOURNEYMEN)
 TRAINING COMMITTEE, AND PATRICK)
 H.F. SMITH, IV AND CHARLES I.)
 HARDIGREE, AS TRUSTEES OF THIS)
 FUND; TRUSTEES OF SOUTHERN IRON)
 WORKERS PENSION FUND; TRUSTEES OF)
 SOUTHEASTERN IRON WORKERS)
 HEALTHCARE PLAN; TRUSTEES OF)
 SOUTHEASTERN IRON WORKERS ANNUITY)
 PLAN; TRUSTEES OF IRON WORKERS)
 #709 JOINT APPRENTICESHIP AND)
 TRAINING COMMITTEE AND LOCAL #709,)
 INTERNATIONAL ASSOCIATION OF)

01 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
 02)
 03 COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621
 04 C.R. MEYER AND SONS COMPANY,)
 05)
 06 Plaintiff/Petitioner,)
 07)
 08 vs.)
 09)
 10 CUSTOM MECHANICAL CSRA, LLC,)
 11)
 12 Defendant/Respondent.)
 13)
 14 CUSTOM MECHANICAL CSRA, LLC,)
 15)
 16 Third-Party)
 17 Plaintiff/Respondent,)
 18)
 19 vs.)
 20)
 21 PLUMBERS & STEAMFITTERS LOCAL)
 22 #150 HEALTH AND WELFARE FUND,)
 23 PLUMBERS & STEAMFITTERS Local #150)
 24 ANNUITY FUND AND JACKIE K. NORDEEN,)
 25 JR. AND PATRICK H.F. SMITH, IV, AS)
 26 TRUSTEES OF THESE FUNDS; PLUMBERS)
 27 & STEAMFITTERS LOCAL #150 VACATION)
 28 FUND AND PATRICK H.F. SMITH, IV AND)
 29 JOSEPH L. DOZIER, AS TRUSTEES OF)
 30 THIS FUND; AND AUGUSTA JOINT)
 31 APPRENTICESHIP AND JOURNEYMEN)
 32 TRAINING COMMITTEE, AND PATRICK)
 33 H.F. SMITH, IV AND CHARLES I.)
 34 HARDIGREE, AS TRUSTEES OF THIS)
 35 FUND; TRUSTEES OF SOUTHERN IRON)
 36 WORKERS PENSION FUND; TRUSTEES OF)
 37 SOUTHEASTERN IRON WORKERS)
 38 HEALTHCARE PLAN; TRUSTEES OF)
 39 SOUTHEASTERN IRON WORKERS ANNUITY)
 40 PLAN; TRUSTEES OF IRON WORKERS)
 41 #709 JOINT APPRENTICESHIP AND)
 42 TRAINING COMMITTEE AND LOCAL #709,)
 43 INTERNATIONAL ASSOCIATION OF)

01 BRIDGE, STRUCTURAL, ORNAMENTAL AND)
 02 REINFORCING IRON WORKERS;)
 03 SOUTHEASTERN CAREPENTERS AND)
 04 MILLWRIGHTS HEALTH TRUST;)
 05 SOUTHEASTERN CARPENTERS AND)
 06 MILLWRIGHTS PENSION TRUST; LARRY)
 07 PHILLIPS AND J. KIRK MALONE, AS)
 08 TRUSTEES OF THESE FUNDS;)
 09 PRESIDENTIAL FINANCIAL CORPORATION;))
 10 NORTON WELDING SUPPLY, INC.; DANIEL)
 11 R. FRIEDMANN; TONY HALL; TIMOTHY R.))
 12 HALL, JR.; RALPH D. BLACK; THOMAS)
 13 BRITTINGHAM; ARTHUR C. CARLSON;)
 14 CHRISTOPHER CULLIPHER; DAVID W.)
 15 CULLIPHER; CHARLES R. ELLZEY;)
 16 CLAYTON W. GOOGLE, JR.; MARTIN)
 17 GRANGER; WILLIAM R. GIFFIN, JR.;)
 18 JACK E. HEGLER; GEORGE G. LEVER;)
 19 MATT LEVER; ERNEST H. LEWIS, III;)
 20 WILLIAM R. MCFERRIN; DANIEL)
 21 NICHOLS; KINDA PHORMMACHANH;)
 22 RALEIGH B. ROYE; NICHOLAS STEWART;)
 23 TIMOTHY P. STOCK; JAMES WALEMATH;)
 24 AL TISKA; AL CARPENTER; BRUCE)
 25 POLLOCK, JR.; AND SECURITY FEDERAL)
 26 BANK,)
 27)

28 Third-Party Defendants.)
 29 - - - - -)

30 DEPOSITION OF MATT LEVER

31 taken by Counsel for the Third-Party Defendants
 32 before Lisa M. Adams, Certified Court Reporter
 33 at the offices of Plumbers & Steamfitters Local #150
 34 1211 Telfair Street, Augusta, Georgia
 35 on Friday, the 28th day of September, 2012
 36 commencing at 1:45 a.m.

37 - - - - -

01 Q. Okay. And describe for me where you worked
02 and what you did.

03 A. We worked on the tissue machine some. We
04 worked -- well, anywhere they needed us. We were all
05 over the place. We did a lot of work -- we were
06 stationed in the finished products warehouse for a
07 while.

08 Q. What is that?

09 A. I'm trying to think if that's the actual
10 terminology they used. I believe that's what they
11 called it. It's just where they -- it's a huge
12 warehouse that we did from the ground up that -- I don't
13 know the actual direction, but it was on another side of
14 the plant. And there was also --

15 Q. Let me stop you there --

16 A. Okay.

17 Q. -- and ask you about that. You said, "We did
18 it from the ground up"?

19 A. Yes, sir.

20 Q. You mean when you went there to begin with
21 there wasn't any warehouse building their?

22 A. No, there was.

23 Q. Okay.

24 A. There was. There was some.

25 Q. When you say "some," was their a building with

01 walls?

02 A. Yes.

03 Q. And a roof?

04 A. Somewhat.

05 Q. Did you do anything to alter the roof?

06 A. We cut holes in it and ran pipe through it.

07 We put braces all over it to support our pipes, so I

08 guess that would be altering.

09 Q. Did you do anything to repair any part of the
10 building are actually erect the building?

11 MS. SHUTT: Objection.

12 A. I'm not sure on that.

13 Q. [Mr. Buchanan] Pretty much, the building was
14 there when you got there and you just worked on it?

15 A. They were building all over the place. There
16 was a building there and we added some more to it,
17 altered it, as you say.

18 Q. How much more did you add to it?

19 A. A lot. I don't know the actual --

20 Q. I mean, like, doubled the size of the
21 building, or what?

22 A. I'm not sure, to be honest with you.

23 Q. And this was a building where just finished
24 products were stored?

25 A. Well, you know, we could start out at finished

01 MS. SHUTT: Objection.

02 A. I don't remember.

03 Q. [Mr. Buchanan] Okay. And Do you know how
04 many contracts Custom Industrial had relative to that
05 Kimberly-Clark facility?

06 A. No, sir.

07 Q. Do you know which one of those contracts
08 involved work that you did?

09 A. No, sir.

10 THE WITNESS: Can you hear me okay? Am I
11 speaking clear enough?

12 COURT REPORTER: Um-huh, [yes].

13 Q. [Mr. Buchanan] Okay. And when you say --
14 when you describe this work that was done, okay, who
15 besides you did the work?

16 A. I don't -- I mean, there's a list right here
17 of all the people that were there that I remember, but
18 there were probably some more.

19 Q. Well, let me ask you this. If I were to ask
20 you on a particular date, okay -- let's just pull a date
21 out of the air when you were there. Let's just say --
22 let's say the first working day in June of 2007, okay,
23 whatever date that would be, can you describe for me,
24 specifically, what you did that day?

25 A. No, sir, I can't.

EXHIBIT HH

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

DEPOSITION OF

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

RALEIGH ROYE

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

SHARON DEHART, COURT REPORTER

Post Office Box 2474

Aiken, South Carolina 29802

(803) 648-9434

shadehart1@msn.com

DEPOSITION OF RALEIGH ROYE - 10/4/12

1 Q. When you were inside, describe for us what you
2 did.

3 A. We hooked up -- let me back up a minute. What
4 did I do as a plumber or what did I do as a pipefitter?

5 Q. Well, I'm still on the subject of --

6 A. Plumbing.

7 Q. -- plumbing.

8 MS. SHUTT: Let's go off the record for just a
9 second.

10 MR. BUCHANAN: Okay.

11 [OFF THE RECORD]

12 A. The plumbing? I'm sorry, can you repeat the
13 question.

14 Q. Yes, sir.

15 MS. SHUTT: Thank you, sir, for that.

16 Q. [Mr. Buchanan] Let's talk about the plumbing.

17 A. Yes, sir.

18 Q. From March to June the 4th --

19 A. Yes, sir.

20 Q. -- of 2007 --

21 A. Yes, sir.

22 Q. -- describe for me what plumbing you did inside
23 the building.

24 A. Inside the building, we put floor drains in the
25 concrete before it was covered up. We made repairs on

DEPOSITION OF RALEIGH ROYE - 10/4/12

1 some of it because some of it was a little off and we had
2 to repair it, and --

3 Q. What do you mean repairs?

4 A. In other words, when we was going down through
5 there, one of the -- I guess it was the engineer was off
6 about a foot. We had to go back down in there and move
7 it back over a foot where it's supposed to be going. And
8 then we had the air conditioning units on a mezzanine
9 floor. I helped tie those in using water to come into
10 it, which is copper lines that are soldered. And then I
11 used drain lines to come off of them to go back to the
12 drain lines. Those were hooked to the -- from what I
13 understand, they were hooked to the tissue machine to
14 help cool it down. We also put water into restrooms. We
15 also run the waste into the restrooms. And sprinkler
16 systems, helped put in sprinkler systems. We also put
17 floor drains in, roof drains in. I don't know, I just
18 done a lot of stuff -- that's just some of it.

19 Q. When you put in the roof drain, explain to me
20 what you did.

21 A. We had to go up to the roof, locate exactly
22 where they was supposed to be at. We had to cut holes in
23 the roof for the drains -- for the drain system to go in
24 there. Then we'd go on top, seal it up.

25 Q. Let me ask --

DEPOSITION OF RALEIGH ROYE - 10/4/12

1 A. And then seal up the bottom.

2 Q. Okay. Let me ask you this. How did you know
3 where the drain was to be located?

4 A. They did give us drawings. They would give us
5 specifications so far off of -- say, column A, six foot
6 off column A and three foot off column one and it would
7 crisscross; that's where the section was supposed to go
8 through the roof at.

9 Q. Okay. And was there already a place for the
10 pipe to go there?

11 A. Not that I can recall. We had to cut holes.

12 Q. How did you cut the holes?

13 A. We cut them with the jigsaws and sawzalls, come
14 through the holes.

15 Q. Okay. And did you have to do that in
16 conjunction with the roofer?

17 A. No, sir.

18 Q. All right. Did the roofers have anything at
19 all to do with what you did in relation to the roof?

20 A. Not that I can recollect. In other words, once
21 we got finished, I can't tell you if they came in behind
22 us to check anything, if they came in behind us to do
23 anything else to it, but we had to have that sealed up
24 before we left to keep from water coming through the
25 roof.

DEPOSITION OF RALEIGH ROYE - 10/4/12

1 do. And --

2 Q. Who are they?

3 A. One of them was Matt Lever and the other one
4 was -- his last name was McPherson. McPherson was my
5 first foreman when I got there.

6 Q. Would that be McFerrin?

7 A. McFerrin, I'm sorry, yes.

8 Q. Okay. If I were to ask you to pick any day,
9 any particular day that you were out there working in
10 that period, March to June the 4th, let's just say the
11 first working day of May of 2007, and I asked you to
12 describe for me exactly what you did during that day
13 from the beginning to the end, could you do that?

14 A. No, sir, I don't think I could. The simple
15 fact is, is I worked on so many projects. In other
16 words, they would start me on something, say one project
17 was just about finished; I'd finish that project, and
18 then I'd go back and get something else to do and it
19 would be whatever was up -- in other words, they done it
20 in categories, whatever they needed done first.

21 Q. Okay.

22 A. And it would be hard to tell.

23 Q. All right. Do you know whether or not there
24 are any -- there's any way to reconstruct that? Any
25 records or logs or timesheets or anything?

DEPOSITION OF RALEIGH ROYE - 10/4/12

1 A. No, sir, I do not know.

2 Q. You didn't keep any time records?

3 A. No, sir.

4 Q. To your knowledge, the Local 150 didn't keep
5 any time records?

6 A. No, sir. Just when they sent you out and when
7 you come back to sign the out-of-work list.

8 Q. Okay. And do you know anything about how many
9 construction contracts there were out on the Kimberly-
10 Clark site?

11 A. No, sir, I do not.

12 Q. And do you know whether any of the work you
13 did would have been related to any one particular
14 contract?

15 A. You're going to have to rephrase that.

16 Q. Okay. Do you have any idea which contracts at
17 Kimberly-Clark you actually worked on?

18 A. You're talking -- in other words, in my own
19 personal thoughts, I was working for Kimberly- -- I mean
20 Custom Mechanicals and the reason why is because when I
21 went out there to the office, it was confusing and I
22 handed -- I would call his name but I don't know whether
23 y'all need me to or not, but I handed my referral to
24 someone in the office that had Kimberly-Clark -- I mean
25 Custom Mechanic on the door. I'm sorry for getting

DEPOSITION OF RALEIGH ROYE - 10/4/12

1 Q. Okay. And other than the work you just
2 described for me on the roof, what, if anything, did you
3 do that altered or repaired the building itself?

4 MS. SHUTT: Objection.

5 A. I would say the hole in the roof, I would maybe
6 put corking around the pipe right there as it goes
7 through the roof. Far as putting any metal -- extra roof
8 or anything like that on the roof, no, I did not.

9 Q. [Mr. Buchanan] Okay. Is there anything else
10 you did to alter or repair the building other than what
11 you've described?

12 A. No, sir.

13 MS. SHUTT: Objection. Let me have time to
14 object.

15 THE WITNESS: Okay. And I am sorry.

16 MS. SHUTT: That's fine, you're fine.

17 A. And no, sir, I did not. That was it.

18 Q. [Mr. Buchanan] Okay. Thank you, sir.

19 MS. SHUTT: I have no questions.

20 [DEPOSITION CONCLUDED AT 4:50 PM]

EXHIBIT II

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) CASE NO. 2010-CP-40-8621

C.R. MEYER AND SONS COMPANY,

Plaintiff,

vs.

CUSTOM MECHANICAL CSRA, LLC,

Defendant.

**DEPOSITION OF
CHARLES ELLZEY**

CUSTOM MECHANICAL CSRA, LLC,

Third-Party
Plaintiff/Respondent,

vs.

PLUMBERS & STEAMFITTERS LOCAL
#150 HEALTH AND WELFARE FUND,
PLUMBERS & STEAMFITTERS Local #150
ANNUITY FUND AND JACKIE K. NORDEEN,
JR. AND PATRICK H.F. SMITH, IV, AS
TRUSTEES OF THESE FUNDS; PLUMBERS
& STEAMFITTERS LOCAL #150 VACATION
FUND AND PATRICK H.F. SMITH, IV AND
JOSEPH L. DOZIER, AS TRUSTEES OF
THIS FUND; AND AUGUSTA JOINT
APPRENTICESHIP AND JOURNEYMEN
TRAINING COMMITTEE, AND PATRICK
H.F. SMITH, IV AND CHARLES I.
HARDIGREE, AS TRUSTEES OF THIS
FUND; TRUSTEES OF SOUTHERN IRON
WORKERS PENSION FUND; TRUSTEES OF
SOUTHEASTERN IRON WORKERS
HEALTHCARE PLAN; TRUSTEES OF
SOUTHEASTERN IRON WORKERS ANNUITY
PLAN; TRUSTEES OF IRON WORKERS
#709 JOINT APPRENTICESHIP AND
TRAINING COMMITTEE AND LOCAL #709,
INTERNATIONAL ASSOCIATION OF

SHARON DEHART, COURT REPORTER

Post Office Box 2474
Aiken, South Carolina 29802

(803) 648-9434

shadehart1@msn.com

DEPOSITION OF CHARLES ELLZEY - 10/4/12

1 who were building the building; is that correct?

2 A. Best of my memory, sir, the building was
3 erected when I got there. The main part of it, anyway,
4 had a roof over it.

5 Q. All right. Did you ever have occasion to work
6 with a roofer while you were there?

7 A. I don't recall working with a roofer.

8 Q. Did you do any work at all on a roof while you
9 were there?

10 A. We run a lot of -- we fabricated a lot of the
11 vent lines that was spoke of earlier, going through the
12 roof up on the second floor. That's taking the
13 measurements, putting the pipe together, making the
14 welds, making a -- taking the small pieces, putting
15 together to make a large piece and erect it, rigging it
16 up to the position.

17 Q. Okay. And then somebody else installed it?

18 A. No, we would have installed it. I just don't
19 remember exactly what part of that puzzle I put together,
20 but I was up on that second floor for a long time. I
21 remember it being extremely hot up there.

22 Q. Okay. And when you were on the second floor,
23 were you working on the floor, getting whatever had to be
24 prepared prepared?

25 A. That's right, yes, sir.

1 together to make a large piece and erect it, rigging it
2 up to the position.

3 Q. Okay. And then somebody else installed it?

4 A. No, we would have installed it. I just don't
5 remember exactly what part of that puzzle I put
6 together, but I was up on that second floor for a long
7 time. I remember it being extremely hot up there.

8 Q. Okay. And when you were on the second floor,
9 were you working on the floor, getting whatever had to
10 be prepared prepared?

11 A. That's right, yes, sir.

12 Q. All right. And then whoever actually put it
13 up into the roof is somebody other than you?

14 MS. SHUTT: Objection.

15 A. Not necessarily. I could have been welding on
16 a piece right there. It's just -- it's just -- it's
17 building. There's several, several different stages of
18 it. There's fetching fittings up there, there's getting
19 welding wire, jack stands. There's just -- it's a whole
20 lot to it. At any given moment, I could have been a
21 player in any part of that. Any of it.

22 Q. [Mr. Buchanan] Can you tell me precisely for
23 any day that you worked at Kimberly-Clark exactly what
24 you did in that day?

25 A. Yes, sir, I certainly can.

EXHIBIT JJ

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

C.R. Meyer and Sons Company,

Plaintiff,

-v-

Custom Mechanical CSRA, LLC,

Defendant,

Custom Mechanical CSRA, LLC,

Third-party Plaintiff,

-v-

Plumbers & Steam Fitters Local #150 Health and Welfare Fund, Plumbers & Steam Fitters Local #150 Pension Fund, Plumbers and Steam Fitters Local #150 Annuity Fund, and Jackie K. Nordeen, Jr., and Patrick H. F. Smith, IV, as Trustees of these Funds; Plumbers and Steam Fitters Local #150 Vacation Fund, and Patrick H. F. Smith, IV and Joseph L. Dozier, as Trustees of this Fund; and Augusta Joint Apprenticeship and Journeymen Training Committee, and Patrick H. F. Smith, IV and Charles I. Hardigree, as Trustees of this Fund; Trustees of Southern Iron Workers Pension Fund; Trustees of Southeastern Iron Workers Healthcare Plan; Trustees of Southeastern Iron Workers Annuity Plan; Trustees of Iron Workers #709 Joint Apprenticeship and Training Committee, and Local #709, International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers; Southeastern Carpenters and Millwrights Health Trust; Southeastern Carpenters and Millwrights Pension Trust; Larry Phillips and J. Kirk Malone, as Trustees of these Funds; Ferguson Enterprises, Inc., Presidential Financial Corporation; Norton Welding Supply, Inc.; United Rentals (North America), Inc.; Daniel R. Friedmann; Tony Hall; Timothy R. Hall, Jr.; Ralph D. Black; Thomas Brittingham; Arthur C. Carlson; Christopher Cullipher; David W. Cullipher; Joseph A. Doyle; Charles R. Ellzey; Brian Field; Clayton W. Gooze, Jr.; Martin

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

AFFIDAVIT OF
NANCY McFERRIN

Granger; William R. Giffin, Jr.; Jack
E. Hegler; George G. Lever; Matt Lever;
Ernest H. Lewis, III; William R. McFerrin;
Daniel Nichols; Kinda Phommachanh;
Raleigh B. Roye; Nicholas Stewart;
Timothy P. Stock; James Waltemath;
Al Tiska; Al Carpenter; Leonard Wade
Cjett; Bruce Pollock, Jr., and Security
Federal Bank,

Third-Party Defendants.

COUNTY OF Richmond)
) ss
STATE OF GEORGIA)

PERSONALLY APPEARED before me on the date below, who, being first duly sworn,
deposes and says as follows:

1. My name is Nancy McFerrin. My address is : _____, GA
2. I am over 18 years old.
3. I have personal knowledge of the truth of the facts stated herein.
4. I am a citizen of the United States of America.
5. My deceased husband, William R. McFerrin, was hired as a laborer for Custom Mechanical CSRA, LLC, Custom Mechanical CSRA, Inc., and Custom Industrial Services, LLC (hereinafter collectively referred to as "Custom") on or about March 20, 2006. I say all three because they were indistinguishable to me. They shared the same office, owners, officers, and jobs.
6. Custom was a subcontractor for C.R. Meyer and Sons Company ("General Contractor") at the Beech Island, Kimberly-Clark Corporation plant ("the Project").
7. It is my understanding that Custom was responsible for installing all piping and tubing on the Project.
8. My husband served as a pipefitter on the Project. In that capacity, he helped erect, alter, and repair a building to house the giant tissue machine which became a fixture and

permanent part of the building at the Kimberly-Clark plant. As part of the Custom crew, my husband laid pipes for water, sewage, water treatment, and drainage purposes at the Project.

9. The tissue machine was built into the building. The Project required Custom Employees to fabricate and install substantial above-ground and underground piping that connected the tissue machine to the sewer system and water supply system, to erect structural piping supports, to attach the tissue machine to the concrete structures, to do drainage work, to alter the building's heating system, to work on a water treatment plant, and to insulate the piping system. The tissue machine was wired into the building's electrical system.

10. My husband provided lawful services to Custom on the Project.

11. I understand that Custom has now been paid by the General Contractor for construction services performed on the Project.

12. Custom failed to pay my husband all of my wages due.

13. I understand that Custom owed my husband \$1,174.95 in wages plus interest, treble damages, and attorney's fees for work he did at the Project.

14. My husband died on March 21, 2011.

15. I was appointed as Executrix of my husband's estate on June 27, 2011. A copy of my Letters Testamentary is attached as **Exhibit 1**.

FURTHER AFFIANT SAYETH NOT.

Nancy McFerrin
NANCY McFERRIN AS THE
DULY-APPOINTED EXECUTRIX OF THE
ESTATE OF WILLIAM R. McFERRIN

Sworn to before me this
14th day of December, 2012.

Kendria Mobley
Notary Public for the State of Georgia
My Commission Expires: 08/26/2014

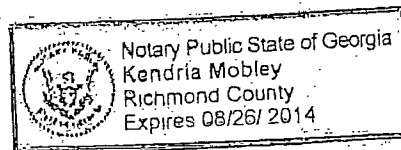


EXHIBIT 1

LETTERS TESTAMENTARY
(RELIEVED FROM FILING RETURNS)

By Isaac S. Jolles, Judge of the Probate Court of said County.

KNOW ALL WHOM IT MAY CONCERN:

That on the 27TH day of JUNE, 2011 at a regular term of the Probate Court, the Last Will and Testament dated MARCH 9TH, 2011 of WILLIAM R. MCFERRIN at the time of HIS death a resident of said County, was legally proven in solemn form and was admitted to record by order, and it was further ordered that NANCY A. MCFERRIN named as EXECUTRIX in said Will be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such EXECUTRIX.

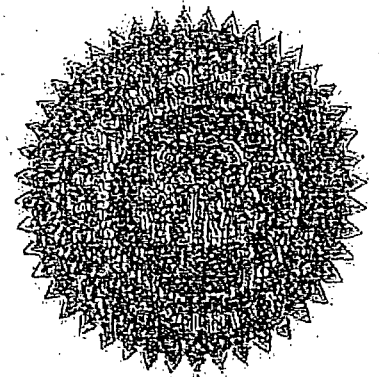
NOW, THEREFORE, the said NANCY A. MCFERRIN having taken the oath of office and complied with all the necessary prerequisites of the law, IS legally authorized to discharge all the duties and exercise all the powers of EXECUTRIX under the Will of said deceased, according to the Will and the law.

Given under my hand and official seal, this 27TH day of JUNE, 2011

Isaac S. Jolles
JUDGE OF PROBATE COURT

I certify this instrument
to be a true and correct
copy of the original record
filed in this court.

Joy Daniels
Probate Court Clerk, Richmond County, GA
Date 6/27/2011



CUSTOM MECHANICAL
1028 ATOMIC ROAD
N. AUGUSTA, SC 29841
PHONE: (803) 278-5594

EMPLOYEE No. 02-0016

EMPLOYEE INFORMATION

NAME: Tony R. Hall

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TELEPHONE: _____

D.C.B. _____ SS: _____

MARITAL STATUS: married

HIRE DATE: 7-26-04

TERMINATION DATE: _____

REASON FOR TERMINATION: _____

POSITION: Fitter PF RATE OF PAY: 19.03
28.545

VACATION: 5 % DUES: 1 %

CUSTOM MECHANICAL

1028 ATOMIC ROAD
N. AUGUSTA, SC 29841
PHONE: (803) 278-5594

EMPLOYEE No. _____

EMPLOYEE INFORMATION

NAME: Tony R. Hall

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME TELEPHONE: _____

D.O.B. _____ SS # _____

MARITAL STATUS: single - 8/27/02 m-1

HIRE DATE: 10-1-01 1/2/02 ~~RE HIRE~~ 8/23/02 ^{7/2/02} 8/27/02

TERMINATION DATE: 12/21/01 7/9/02, 8/23/02 9/2/02

REASON FOR TERMINATION: _____

POSITION: Appr.

RATE OF PAY: 14.26 ^{12.18} 13.42 ^{13.93}
Any increase 4/26/02

VACATION: 0 % DUES: 0 %

CUSTOM MECHANICAL
120 Revco Road
North Augusta, SC 29841
Phone: (803) 278-5594
Fax: (803) 278-5176

Employee Number

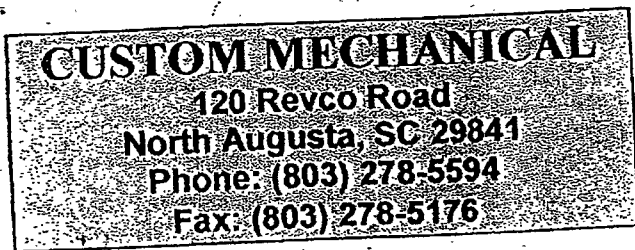
Office Use Only

Employee Information

Name: Jack E. Hecker
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____
Cell Phone: _____
D.O.B.: _____ SS #: _____
Marital Status: Married
Hire Date: 3-29-06
Position: Pipe Fitter

Applicant do not write below this line, office use only

Pay Rate: 20.12 / 30.18
Vacation (%) _____ Union Dues (%) 2
Termination Date: _____
Reason for Termination: _____



Employee Number
023
Office Use Only

Employee Information

Name: George G Lever
Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____
Cell Phone: _____
D.O.B.: _____ SS #: _____
Marital Status: Married
Hire Date: 5-8-06
Position: Plumber

Applicant do not write below this line, office use only

Pay Rate:

\$ 20.12 / \$ 30.18

Vacation (%)

5

Union Dues (%)

2

Termination Date: _____

Reason for Termination: _____

pay PFJ pen
BO 5/9/06

CUSTOM MECHANICAL
120 Revco Road
North Augusta, SC 29841
Phone: (803) 278-5594
Fax: (803) 278-5176

Employee Number
62-314
Office Use Only

Employee Information

Name: Matthew S. Lever

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Cell Phone: _____

D.O.B.: _____ SS #: _____

Marital Status: Married

Hire Date: Sept 19 2006

Position: Journeyman Plumber

Applicant do not write below this line, office use only

Pay Rate: 20.12/30.18

Vacation (%) 10% Union Dues (%) 2%

Termination Date: _____

Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

Office Use Only

Employee Information

Name: Ernest N Lewis III

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Cell Phone: _____

D.O.B.: _____ SS #: _____

Marital Status: married

Hire Date: 10-30-06

Position: Plumber

Applicant do not write below this line, office use only

Pay Rate: 20.12

Vacation (%) 0 Union Dues (%) 2

Termination Date: _____

Reason for Termination: _____

CUSTOM MECHANICAL

120 Revco Road
North Augusta, SC 29841
Phone: (803) 278-5594
Fax: (803) 278-5176

Employee Number

Office Use Only

Employee Information

Name: WILLIAM CHRISTOPHER McFERRIN

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Cell Phone: _____

D.O.B.: _____ SS #: _____

Marital Status: Single

Hire Date: 3-20-86

Position: PIPEFITTER

Applicant do not write below this line, office use only

Pay Rate: \$ 50.12/30.18

Vacation (%) _____ Union Dues (%) 2%

Termination Date: _____

Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

02-383

Office Use Only

Employee Information

Name:

Daniel Nichols

Address:

City:

State:

Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS #:

Marital Status:

Hire Date:

11-27-06

Position:

Welder

Applicant do not write below this line, office use only

Pay Rate:

21.47/32.21

Vacation (%)

5%

Union Dues (%)

2%

Termination Date:

Reason for Termination:

CUSTOM EMPLOYEES-17

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

02422
Office Use Only

Employee Information

Name:

RALEIGH ROYE

Address:

City:

State:

Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS #:

Marital Status:

Married

Hire Date:

12-19-06

Position:

Pipe Fitter

Applicant do not write below this line, office use only

Pay Rate:

21.47/32.00

Vacation (%)

5%

Union Dues (%)

2%

Termination Date:

Reason for Termination:

CUSTOM MECHANICAL
1028 ATOMIC ROAD
N. AUGUSTA, SC 29841
PHONE: (803) 278-5594

EMPLOYEE No. 02-00120

EMPLOYEE INFORMATION

NAME: Nicholas Stewart

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

HOME TELEPHONE: _____

D.O.B. _____

SS # _____

MARITAL STATUS: married m-r

HIRE DATE: 08-09-04 Rehire 1-3-05

TERMINATION DATE: 12-23-04

REASON FOR TERMINATION: _____

POSITION: PF Apprentice

RATE OF PAY: 12.37 12.52
18.55 18.930
2/21/05 13.59

VACATION: 3/21/06 5%

%

DUES: - 0 -

%

CUSTOM EMPLOYEES-21

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

02-0078
Office Use Only

Employee Information

Name: Timothy Stock

Address: _____

City: _____ State: GA Zip: _____

Home Phone: _____

Cell Phone: _____

D.O.B.: _____ SS #: _____

Marital Status: Divorced

Hire Date: 10-30-06

Position: Plumber

Applicant do not write below this line, office use only

Pay Rate: 20.12

Vacation (%) 5% Union Dues (%) 2

Termination Date: _____

Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

03-405

Office Use Only

Employee Information

Name: RALPH DENNIS BLACK

Address: _____

City: _____ State: S.C. Zip: _____

Home Phone: _____

Cell Phone: _____

D.O.B.: _____ SS #: _____

Marital Status: MARRIED

Hire Date: DEC. 4, 2006

Position: PLUMBER

Applicant do not write below this line, office use only

Pay Rate: 21.47/32.20

Vacation (%) 10% Union Dues (%) 2%

Termination Date: 7/9/07

Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

Office Use Only

Employee Information

Name: THOMAS L BRITTINGHAM

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Cell Phone: SAME

D.O.B.: _____ SS #: _____

Marital Status: MARRIED

Hire Date: 1-2-7

Position: Plumber - Fitter

Applicant do not write below this line, office use only

Pay Rate:

Vacation (%)

Union Dues (%)

Termination Date:

Reason for Termination:

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841
Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

Office Use Only

Employee Information

Name:

Arthur Clayton Carlson

Address:

City:

State:

SC

Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS #:

Marital Status:

Single

Hire Date:

12/26/06

Position:

Plumber

Applicant do not write below this line, office use only

Pay Rate:

21.47/32.20

Vacation (%)

5%

Union Dues (%)

2%

Termination Date:

Reason for Termination:

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

Office Use Only

02470

Employee Information

Name:

Leonard Wade Clieff

Address:

City:

State:

GA

Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS #:

Marital Status:

Single

Hire Date:

01-16-07

Position:

Appr.

Applicant do not write below this line, office use only

Pay Rate:

10.74/16.11

Vacation (%)

5%

Union Dues (%)

2%

Termination Date:

Reason for Termination:

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

0360
02-00302

Office Use Only

Employee Information

Name:

Chris. Cullipher

Address:

City:

State: S.C. Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS #:

Marital Status:

MARRIED

Hire Date:

11-6-06

Position:

Plumber Pipe Fitter

Applicant do not write below this line, office use only

Pay Rate:

20.12 21.47 | 32.21

Vacation (%)

Union Dues (%)

2 1/2

Termination Date:

Reason for Termination:

CUSTOM EMPLOYEES-62

Custom Industrial Services

120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

02493

Office Use Only

Employee Information

Name:

JOSEPH ANTHONY DOYLE JR.

Address:

City:

State:

GA

Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS #:

Marital Status:

M

Hire Date:

01-26-07

Position:

PIPE FITTER

Applicant do not write below this line, office use only

Pay Rate:

21.47/32.210

Vacation (%)

10%

Union Dues (%)

2%

Termination Date:

Reason for Termination:

CUSTOM MECHANICAL
120 Revco Road
North Augusta, SC 29841
Phone: (803) 278-5594
Fax: (803) 278-5176

Employee Number
02-245
Office Use Only

Employee Information

Name: Brian G. Field
Address: _____
City: _____ State: SC Zip: _____
Home Phone: _____
Cell Phone: _____
D.O.B.: _____ SS #: _____
Marital Status: Married
Hire Date: 5-22-06
Position: Fitter

Applicant do not write below this line, office use only

Pay Rate: 20.12/30.18
Vacation (%) _____ Union Dues (%) _____
Termination Date: _____
Reason for Termination: _____

Custom Industrial Services
120 Reyco Road
N. Augusta, SC 29841
Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

02437

Office Use Only

Employee Information

Name:

Daniel Friedmann

Address:

City:

State:

GA

Zip:

Home Phone:

Cell Phone:

D.O.B.:

SS. #:

Marital Status:

Married

Hire Date:

1/2/07

Position:

Plant Supervisor

Applicant do not write below this line, office use only

Pay Rate:

21.47/32.20

Vacation (%)

10%

Union Dues (%)

2%

Termination Date:

6/7/07

Reason for Termination:

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841
Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

Office Use Only

Employee Information

Name:

Clay Googe

Address:

City:

Home Phone:

Cell Phone:

D.O.B.:

Marital Status:

Hire Date:

Position:

State:

Zip:

SS #:

single
11/15/07
Apprentice

Applicant do not write below this line, office use only

Pay Rate:

Vacation (%)

Union Dues (%)

Termination Date:

Reason for Termination:

~~13.96~~ 13.96 / 20.94
5% 2%

CUSTOM MECHANICAL
120 Revco Road
North Augusta, SC 29841
Phone: (803) 278-5594
Fax: (803) 278-5176

Employee Number _____
Office Use Only _____

Employee Information

Name: MARTIN A SRANGER
Address: _____
City: _____ State: SC Zip: _____
Home Phone: _____
Cell Phone: _____
D.O.B.: _____ SS #: _____
Marital Status: Married
Hire Date: 3-20-06
Position: Welder

Applicant do not write below this line, office use only

Pay Rate: \$20.12 / \$30.18
Vacation (%) _____ Union Dues (%) 2%
Termination Date: _____
Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

02-362
Office Use Only

Employee Information

Name: William Robert Griffin Jr
Address: _____
City: 1 State: GA Zip: _____
Home Phone: _____
Cell Phone: _____
D.O.B.: _____ SS #: _____
Marital Status: Married
Hire Date: 11-8-06
Position: Fitter

Applicant do not write below this line, office use only

Pay Rate: ~~25.12/30.15~~ \$ 21.47 / \$ 32.21
Vacation (%) 10% Union Dues (%) 2%

Termination Date: _____

Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841
Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number <u>02432</u>
Office Use Only

Employee Information

Name: JAMES WALTEMATH

Address: _____

City: _____ State: SC Zip: _____

Home Phone: NA

Cell Phone: _____

D.O.B.: _____ SS #: _____

Marital Status: M

Hire Date: 12-26-06

Position: WELDER

Applicant do not write below this line, office use only

Pay Rate: 21.47/3220

Vacation (%) 10% Union Dues (%) 2%

Termination Date: 5/24/07

Reason for Termination: _____

Custom Industrial Services
120 Revco Road
N. Augusta, SC 29841

Phone No. 803-426-2074
Fax No. 803-278-5176

Employee Number

Office Use Only

Employee Information

Name:

CHARLES R. EILZEY

Address:

State:

GA.

Zip:

City:

Home Phone:

Cell Phone:

SS #:

D.O.B.:

Marital Status:

SINGLE

Hire Date:

02-12-07

Position:

WELDER

Applicant do not write below this line, office use only

Pay Rate:

21.41 / 32.210

Vacation (%)

10%

Union Dues (%)

2%

Termination Date:

Reason for Termination:

CUSTOM MECHANICAL
1028 ATOMIC ROAD
N. AUGUSTA, SC 29841
PHONE: (803) 278-5594

EMPLOYEE NO: 02-00174

EMPLOYEE INFORMATION

NAME: TIM HALL JR.

ADDRESS: _____

CITY: _____ STATE: S.C. ZIP: _____

HOME TELEP. NO: _____

D.O.B: _____ SS#: _____

MARITAL STATUS: MARRIED

DATE OF HIRE: 7-14-05 / REHIRE 1/3/06

TERMINATION DATE 8/18/05

REASON FOR TERMINATION: _____

POSITION: PIPEFITTER/WELDER RATE OF PAY: 20.12 / 30.18

VACATION 5 % DUES: 5 %

#3

COMBINED BALANCE SHEET
CUSTOM MECHANICAL, LLC AND CUSTOM INDUSTRIAL, LLC
FOR THE YEAR ENDED DECEMBER 31, 2006

ASSETS

CURRENT ASSETS

Security Federal	\$ (169,110.98)
Cash on Hand	\$ 503.25
Accounts Receivable	\$ 3,364,037.63
Accounts Receivable- Other - <i>Accrual</i>	\$ 198,696.54
WIP- Material	\$ 1,128,936.86
WIP- Other Costs	\$ 220,313.56
WIP- Labor	\$ 1,309,114.69
WIP- Overhead / Burden	\$ 267,516.24
Cost in Excess of Billings	\$ (1,719.00)
Prepaid Expense	\$ 34,011.43

TOTAL CURRENT ASSETS

\$ 6,352,300.22

FIXED ASSETS

Office Furniture and Fixtures	\$ 2,557.00
Office Equipment & Software	\$ 40,159.12
Machinery & Equipment	\$ 202,683.78
Automotive Equipment	\$ 9,945.00
Trucks	\$ 429,828.75
Building and Improvements	\$ 210,204.34
Land	\$ 18,244.28
Less Accumulated Depreciation	\$ (304,630.83)

TOTAL FIXED ASSETS

\$ 608,991.44

TOTAL ASSETS

\$ 6,961,291.66

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable - Trade	\$ 2,652,028.59
Other Trade Payables	\$ 740.18
Accrued Expense - CC	\$ (43,072.82)
Child Support Payable	\$ (711.54)
Ins. W/H (Aflac Payable)	\$ 10,916.33
Vacation W/H payable	\$ 24,212.09
Union Benefits Payable	\$ 12,952.49
Federal Withholding Tax	\$ 5,372.03
Fica / Medicare Tax	\$ 18,559.63
GA Withholding Tax	\$ 39,725.62
SC Withholding Tax	\$ (35,960.46)
NC Withholding Tax	\$ 831.00
State Unemployment Tax	\$ 36,280.13
Federal Unemployment Tax	\$ 6,125.95

TOTAL CURRENT LIABILITIES

\$ 2,727,999.22

Combined Balance Sheet
Custom Mechanical, LLC & Custom Industrial, LLC
Page 2

LONG TERM LIABILITIES

8347	NP - Security Federal 2945	26070.50	\$	67,689.51	
	NP - Miller Electric 58032	3056	\$	51,320.02	
	NP - Miller Electric 58036	2396	\$	45,897.97	
	NP - Miller Electric 58262	2395	\$	40,036.16	welding machines 30000
	NP - Security Federal 2614	351.70	\$	15,491.00	
	NP - Security Federal 3398	544.50	\$	15,142.39	
	NP - Security Federal 3406	12.11	\$	33,503.93	
	NP - SEC FEDERAL (TRUCK CC)	332.4	\$	14,882.20	
1210	NP - PEOPLES (BLDG)	1210	\$	123,818.15	Refinanced w/ Security Federal 03/07 5 years
	NP - SRP Federal CU - 90006		\$	13,598.21	
	NP - Security Federal 3547	45.00	\$	12,056.60	
	NP - Security Federal 3554	1070.47	\$	18,542.58	
	NP - Security Federal 3794	1051.28	\$	18,702.77	
	NP - Security Federal 3802	367.10	\$	15,927.95	
	NP - Security Federal 3885	757.21	\$	27,306.53	
	NP - Security Federal 3869	558.47	\$	15,913.48	
	NP - Security Federal 3992	664.50	\$	14,337.89	
	NP - Security Federal 3570	5152.16	\$	419,232.93	
	NP - Security Federal 3562	545.00	\$	760,603.52	NP

TOTAL LONG TERM LIABILITIES

TOTAL LIABILITIES

CAPITAL

Capital		\$	(226,032.91)
Partner Capital - Current Year		\$	2,622,346.33
Partner Capital - Durand		\$	48,462.50
Partner Draw - Durand		\$	(30,032.07)
Partner Capital - Herrington		\$	80,258.02
Partner Draw - Herrington		\$	(34,776.07)
Partner Capital - Key		\$	83,735.02
Partner Draw - Key		\$	(34,672.07)

TOTAL CAPITAL

TOTAL LIABILITIES AND CAPITAL

\$ 1,724,003.69

\$ 4,452,002.91

\$ 2,509,288.75

\$ 6,961,291.66

2/27 emerson loss for utility rate w/ the electric
+ Peoples (utility rate)
Need to calculate correct

COMBINED INCOME STATEMENT
CUSTOM MECHANICAL, LLC AND CUSTOM INDUSTRIAL, LLC
FOR THE YEAR ENDED DECEMBER 31, 2006

REVENUE

SC Contract Revenue	9,093,323.28
NC Contract Revenue	155,960.18
GA Contract Revenue	2,863,361.89
Contract Revenue	<u>233,279.52</u>

TOTAL REVENUE 12,345,924.87

COST OF SALES

Cost of Sales - Material	2,843,032.14
Cost of Sales - Other Costs	553,815.36
Cost of Sales - Labor	3,622,914.85
Cost of Sales - Overhead/Burden	1,445,443.52
Costs - Other	204,542.35
Welding gas - lp	819.01
Welding gas - other locations	<u>113.00</u>

TOTAL COST OF SALES 8,670,680.23

GROSS PROFIT 3,675,244.64

OPERATING EXPENSES

Advertising	698.68
Code Inspection & Supplies	464.00
Safety Supplies/Equipment	18,345.05
Consulting Fees	6,264.31
Office Rent	115.00
Other expenses	13,169.49
Bid Drawings	6,610.57
R & S Stamp Certification	200.00
Business Promotion	37,924.91
Marketing	3,431.69
Auto Lease	6,860.00
Truck Rental	5,750.00
Building Permits	464.00
Auto and Truck Expense	22,238.43
Repairs/Maintenance	16,136.60
Repairs/maintenance - Trailer	257.76
Yard Maintenance	1,115.00
Small Tools	37,850.09
Tools Repaired	1,137.89
Gas - Fuelman Fleet Card	72,770.04
Fuel & Oil - Trucks	39,607.65
Contributions	600.00
* Depreciation Expense	94,251.83
Dues and Subscriptions	816.31
Insurance - W/C and Truck	79,543.84
Workers Comp. Audit	18,725.00
Insurance - Health	14,815.17
Insurance - Partner Life (Bo)	<u>7,411.16</u>

Combined Income Statement
Custom Mechanical, LLC & Custom Industrial, LLC
Page 2

Interest	131,140.26
Legal and Professional	9,464.80
Loan Fees	14,660.94
Office Expense	27,118.85
Employee Benefits	9,251.18
Postage - Freight	5,581.82
Aflac Insurance	15,926.58
Meals and Entertainment	463.91
Training & Education	3,389.66
Travel/Lodging	74,217.18
Miscellaneous	68.15
Payroll Benefits	791,804.38
Casual Labor	22,397.38
Payroll Taxes	385,096.55
Salaries - Officer	213,269.42
Salaries - Administration	270,438.45
Salaries - Shop	99,032.65
Service Charges	39,876.72
Penalties & Interest	3,803.66
Taxes and Licenses	12,778.31
Contractor Licensing	2,367.04
Telephone	49,063.15
Office Cleaning	3,034.30
Yard Maintenance	1,815.00
Waste Disposal	3,020.28
Utilities	7,328.39
Overhead & Burden - Allocation (WIP)	(1,662,724.17)
Loss on Asset Disposal	13,639.00
TOTAL OPERATING EXPENSES	1,052,898.31
NET INCOME FROM OPERATIONS	2,622,346.33
EARNINGS BEFORE INCOME TAX	2,622,346.33
NET INCOME (LOSS)	2,622,346.33

#3

CUSTOM MECHANICAL

FINANCIAL SPREADSHEET

2/21/2007

SUMMARY PAGE

	12/31/02	12/31/03	12/31/04	12/31/05	12/31/06
ASSETS					
Total Cash	39	96	-14	-71	-169
Accounts Receivable	123	511	415	744	3563
Inventory	67	350	511	235	0
Total Current Assets	229	957	912	908	6352
Net Fixed Assets	43	47	54	375	609
Total Assets	272	1004	966	1283	6961

****LIABILITIES & EQUITY****

Total Notes Payable	0	0	0	476	761
Total CMLTD	0	0	0	81	293
Accounts Payable	90	543	288	243	2652
Total Current Liabilities	90	570	297	838	3781
Total LTD	246	434	457	380	671
Total Liabilities	336	1004	754	1218	4452
Total Equity	-64	0	212	65	2509
Total Liabilities & Equity	272	1004	966	1283	6961

****Profit & Loss****

Total Sales	999	1456	1919	5023	12346
GP	219	262	261	811	3675
GP Margin	21.92%	17.99%	13.60%	16.15%	29.77%
Op Profit	-26	-39	40	259	2623
Op Pro Margin	-2.60%	-2.68%	2.08%	5.16%	21.25%
EBIT	-26	-39	40	259	2623
Int Exp	4	13	26	30	131
Inc Tax	0	0	0	0	0
Net Inc	-30	-52	14	229	2492
Return on sales %	-3%	-4%	1%	5%	20%

****Cash Flow****

Net Inc	-30	-52	14	229	2492
Depr	16	22	25	35	94
Trad Cash Flow	-14	-30	39	264	2586
Change adj. Working capital		-191	-338	-3096	0
Avail. Cash for Debt Svc.	-14	-247	-331	-838	0
Dividends	0	0	0	0	0
Prior CMLTD		0	0	0	81
Cash Flow Bef Ext. Fin.		-247	-331	-838	-81
Incr(Decr) in Net STD		0	0	285	0
Incr(Decr) in Net LTD+CMLTD		188	23	584	0
Chg. in Cash & Equivalents		57	-110	-98	0
B/S /Chg Cash & Equivalents		57	-110	-98	0

****Ratios****

Work Cap	139	387	615	70	2571	
Curr Ratio	2.54	1.68	3.07	1.08	1.68	1.50
Days Rec	45	128	79	54	105	64
Days Inv	24	88	97	17	0	3.2
Debt/Worth	-5.25	#DIV/0!	3.56	18.74	1.77	1.60
Days Pay	33	136	55	18	78	34.5
DSC	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0	

CUSTOM MECHANICAL
2/21/2007

1999

CFMA stc avgs

BALANCE SHEET	12/31/02		12/31/03		12/31/04		12/31/05		12/31/06 \$10mm-\$25mm		
ASSETS	tr		tr		tr		tr		Inhouse		
Cash	39	14%	96	10%	-14	-1%	-71	-6%	-169	-2%	7.90%
A/R	123	45%	511	51%	415	43%	744	58%	3563	51%	50.60%
Inventory	67	25%	350	35%	511	53%	235	18%	0	0%	
N/R	0	0%	0	0%	0	0%	0	0%	0	0%	
Prepays	0	0%	0	0%	0	-1%	0	-6%	34	-2%	
Other c/a WIP	0	0%	0	0%	0	0%	0	0%	2924	42%	7%
Total c/a	229	84%	957	95%	912	94%	908	71%	6352	91%	82.30%
Land	0	0%	0	0%	0	0%	18	1%	18	0%	
Equipment	0	0%	0	0%	0	0%	0	0%	253	4%	
Vehicles	0	0%	0	0%	0	0%	0	0%	430	6%	
Furniture & Fixtures	0	0%	0	0%	0	0%	0	0%	3	0%	
Bldg	0	0%	0	0%	0	0%	0	0%	210	3%	Total FA
Other	68	25%	94	9%	133	14%	489	38%	0	0%	42.00%
less: Depreciation	25	9%	47	5%	79	8%	132	10%	305	4%	27.50%
Total Fix (Net)	43	16%	47	5%	54	6%	375	29%	609	9%	14.60%
other	0	0%	0	0%	0	0%	0	0%	0	0%	3.20%
Total Assets	272	100%	1004	100%	966	100%	1283	100%	6961	100%	

LIABILITIES

N/P	0	0%	0	54%	0	0%	476	37%	761	11%	8.60%
A/P	90	33%	543	54%	288	30%	243	19%	2652	38%	24.00%
CMLTD	0	0%	0	0%	0	0%	81	6%	293	4%	1.60%
Accruals	0	0%	0	0%	0	0%	0	0%	0	0%	7.10%
Taxes Pay.	0	0%	0	0%	0	0%	0	0%	71	1%	
Other	0	0%	27	3%	9	1%	38	3%	4	0%	
Total C/L	90	33%	570	57%	297	31%	838	65%	3781	54%	53.60%
LTD	246	90%	434	43%	457	47%	380	30%	671	10%	6.70%
Total Liab	336	124%	1004	100%	754	78%	1218	95%	4452	64%	61.40%

EQUITY

Partners Capital Accl	0	0%	0	0%	0	0%	0	0%	113	2%	
Beginning Balance	-35	-13%	-65	-6%	0	0%	212	17%	-147	-2%	
Net Profit(Loss) per bks	-29	-11%	65	6%	212	22%	-147	-11%	2543	37%	
Total Equity	-64	-24%	0	0%	212	22%	65	5%	2509	36%	38.60%
Total Liabilities & Equity	272	100%	1004	100%	966	100%	1283	100%	6961	100%	

PROFIT AND LOSS	12/31/02		12/31/03		12/31/04		12/31/05		12/31/06 \$10mm-\$25mm		
NET SALES	999	100.00%	1456	100.00%	1919	100.00%	5023	100.00%	12346	100.00%	
COST OF GOODS SOLD	780	78.08%	1194	82.01%	1658	86.40%	4212	83.85%	8671	70.23%	83%
GROSS PROFIT	219	21.92%	262	17.99%	261	13.60%	811	16.15%	3675	29.77%	16.90%
OPERATING EXPENSES											
ADVERTISING	0	0.00%	0	0.00%	0	0.00%	33	0.66%	1	0.01%	
SG&A	(74)	-7.41%	(263)	-18.06%	(151)	-7.87%	10	0.20%	2009	16.27%	
LEASE PAYMENTS	0	0.00%	0	0.00%	0	0.00%	6	0.12%	7	0.06%	
OFFICERS SALARIES	0	0.00%	0	0.00%	0	0.00%	0	0.00%	213	1.73%	
DEPRECIATION	16	1.60%	22	1.51%	25	1.30%	35	0.70%	94	0.76%	
SALARIES & WAGES	161	16.12%	203	13.94%	209	10.89%	334	6.65%	369	2.99%	
TAXES OTHER THAN ON INC	39	3.90%	78	5.36%	138	7.19%	134	2.67%	13	0.11%	
EMPLOYEE BENEFIT PROG	103	10.31%	261	17.93%	0	0.00%	0	0.00%	9	0.07%	
Overhead & Burden(WIP)									(1663)		
TOTAL OPERATING EXP.	245	24.52%	301	20.67%	221	11.52%	552	10.99%	1052	8.52%	12.70%
OPERATING PROFIT	(26)	-2.60%	(39)	-2.68%	40	2.08%	259	5.16%	2623	21.25%	4.20%
INTEREST INCOME	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	
OTHER INCOME	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	
TOTAL OTHER INCOME	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	
EARNINGS BEF. INT & TAX	(26)	-2.60%	(39)	-2.68%	40	2.08%	259	5.16%	2623	21.25%	
INTEREST EXPENSE	4	0.40%	13	0.89%	26	1.35%	30	0.60%	131	1.06%	
EARNINGS BEF. TAX	(30)	-3.00%	(52)	-3.57%	14	0.73%	229	4.56%	2492	20.18%	
INCOME TAX EXPENSE	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	
NET INCOME BEF. EXT. ITE	(30)	-3.00%	(52)	-3.57%	14	0.73%	229	4.56%	2492	20.18%	
GAIN/LOSS SALE OF ASSET	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	
NET INCOME	(30)	-3.00%	(52)	-3.57%	14	0.73%	229	4.56%	2492	20.18%	3%

MEMO ITEMS

Prior Y/E Retained Eam.	0	(35)	(65)	0	212
plus: Net Income	(30)	(52)	14	229	2492
Dividends	0	0			
Adjs to Recon. Out of Bal.	0		0	0	0
Curr per Retained Eam.	(30)	(87)	(51)	229	2704
Per Balance Sheet	(35)	(65)	0	212	(147)

CUSTOM MECHANICAL

2/21/2007

CASH FLOW

12/31/02 12/31/03 12/31/04 12/31/05 12/31/06

NET INCOME	(30)	(52)	14	229	2492
PLUS:					
DEPRECIATION	16	22	25	35	94
TRADITIONAL CASH FLOW	(14)	(30)	39	264	2586
LESS:					
CHANGE ADJ WORKING CAP.		191	338	69	3096
CASH FLOW FROM OPER.		(221)	(299)	195	(510)
LESS:					
DISPOSALS & OTHER F/A ADJ		26	32	356	328
OTHER OPERATING USES(NET)		0	0	0	0
CASH AVAIL. FOR DEBT SVC		(247)	(331)	(161)	(838)
LESS:					
DIVIDENDS		0	0	0	0
PRIOR CMLTD		0	0	0	81
CASH FLOW BEFORE EXT. FINANCING		(247)	(331)	(161)	(919)
PLUS:					
INCR(DECR) IN NET STD		0	0	476	285
INCR(DECR) IN NET LTD+CMLTD		188	23	4	584
PROCEEDS FROM SALE OF STOCK		0	0	0	113
OTHER ADJ. TO RETAINED EARNINGS		116	198	(376)	(161)
CHANGE IN CASH & EQUIVALENTS		57	(110)	(57)	(98)
B/S CHANGE IN CASH & EQUIVALENTS		57	(110)	(57)	(98)
RECONCILIATION OF CHANGES IN ADJUSTED WORKING CAPITAL					
INCR(DECR) IN A/R	388	(96)	329	2819	
INCR(DECR) IN INVENTORY	283	161	(276)	(235)	
INCR(DECR) IN PREPAIDS	0	0	0	34	
INCR(DECR) IN N/R	0	0	0	0	
INCR(DECR) IN OTHER C/A	0	0	0	2924	
(INCR)DECR IN A/P	(453)	255	45	(2409)	
(INCR)DECR IN TAXES PAYABLE	0	0	0	(71)	
(INCR)DECR IN ACCRUED EXPENSES	0	0	0	0	
(INCR)DECR IN OTHER C/L	(27)	18	(29)	34	
INCR(DECR) IN ADJUSTED WORKING CAPITAL	191	338	69	3096	

★ **COMBINED BALANCE SHEET**
CUSTOM MECHANICAL, LLC AND CUSTOM INDUSTRIAL, LLC
FOR YTD APRIL 19, 2007

ASSETS

CURRENT ASSETS

Security Federal	\$	(190,817.76)
Peoples Bank	\$	9,006.85
Cash on Hand	\$	503.25
Due from employees	\$	(473.04)
Accounts Receivable	\$	4,215,239.72
Accounts Receivable- Other	\$	138,969.80
Interco (Due to / Due fr)	\$	460,878.81
WIP- Material	\$	1,732,158.20
WIP- Other Costs	\$	815,034.86
WIP- Labor	\$	2,781,035.35
WIP- Overhead / Burden	\$	1,077,876.01
Cost in Excess of Billings	\$	(182,550.41)
Prepaid Expense	\$	<u>115,749.24</u>

\$ 10,972,610.88

TOTAL CURRENT ASSETS

FIXED ASSETS

Office Furniture and Fixtures	\$	2,557.00
Office Equipment & Software	\$	47,303.69
Machinery & Equipment	\$	212,596.42
Automotive Equipment	\$	9,945.00
Trucks	\$	468,308.75
Building and Improvements	\$	210,204.34
Land	\$	18,244.28
Less Accumulated Depreciation	\$	<u>(304,630.83)</u>

\$ 664,528.65

TOTAL FIXED ASSETS

TOTAL ASSETS

\$ 11,637,139.53

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable - Trade	\$	4,300,796.64
Other Trade Payables	\$	2,429.82
Accrued Expense - CC	\$	(58,709.52)
Garnishment Payable	\$	(515.00)
Child Support Payable	\$	(396.54)
Ins. W/H (Aflac Payable)	\$	30,613.39
Vacation W/H payable	\$	74,166.70
Union Benefits Payable	\$	61,623.29
Federal Withholding Tax	\$	13,261.89
Fica / Medicare Tax	\$	19,010.58
GA Withholding Tax	\$	66,533.57
SC Withholding Tax	\$	(63,706.05)
NC Withholding Tax	\$	<u>4,175.00</u>

State Unemployment Tax
Federal Unemployment Tax

\$ 82,329.94
\$ 15,491.15

TOTAL CURRENT LIABILITIES

\$ 4,547,104.86

Combined Balance Sheet

Custom Mechanical, LLC & Custom Industrial, LLC

Page 2

LONG TERM LIABILITIES

NP - Security Federal 2945	\$ 60,845.15
NP - Miller Electric 58032	\$ 43,175.46
NP - Miller Electric 58036	\$ 38,238.86
NP - Miller Electric 58262	\$ 33,751.78
NP - Security Federal 2614	\$ 14,400.79
NP - Security Federal 3398	\$ 13,185.94
NP - Security Federal 3406	\$ 30,223.19
NP - Custom Machine (Trailer)	\$ (310.20)
NP - SEC FEDERAL (TRUCK CC)	\$ 14,054.11
NP - Security Federal LOC	\$ (2,462.00)
NP - PEOPLES (BLDG)	\$ 122,779.97
NP - SouthTrust LOC	\$ (5,339.89)
NP - SRP Federal CU - 90006	\$ (20,162.72)
NP - Security Federal 3547	\$ 10,952.76
NP - Security Federal 3554	\$ 16,264.51
NP - Security Federal 3794	\$ 17,034.05
NP - Security Federal 3802	\$ 14,990.54
NP - Security Federal 3885	\$ 25,700.68
NP - Security Federal 3869	\$ 14,493.82
NP - Security Federal 3992	\$ 12,577.92
NP - Security Federal 3570	\$ 416,770.93
NP - Security Federal 3562	\$ 749,491.43
NP - Security Federal 5187	\$ 34,036.22
NP - Security Federal 5419	\$ 786,382.15

TOTAL LONG TERM LIABILITIES

\$ 2,441,075.45

TOTAL LIABILITIES

\$ 6,988,180.31

CAPITAL

Capital	\$ 2,355,968.65
Partner Capital - Current Year	④ \$ 2,204,515.24
Partner Capital - Durand	\$ 48,462.50
Partner Draw - Durand	\$ (34,532.07)
Partner Capital - Herrington	\$ 80,258.02
Partner Draw - Herrington	\$ (42,776.07)
Partner Capital - Key	\$ 83,735.02
Partner Draw - Key	\$ (46,672.07)

TOTAL CAPITAL

\$ 4,648,959.22

TOTAL LIABILITIES AND CAPITAL

\$ 11,637,139.53

④ Per Income Statement

\$ 2,204,335.24

Difference of \$ 180.00

COMBINED INCOME STATEMENT
CUSTOM MECHANICAL, LLC AND CUSTOM INDUSTRIAL, LLC
FOR YTD APRIL 19, 2007

REVENUE

SC Contract Revenue	7,042,483.69
NC Contract Revenue	109,520.28
GA Contract Revenue	761,568.40
Contract Revenue	<u>(465,934.86)</u>

TOTAL REVENUE

7,447,637.51

COST OF SALES

Cost of Sales - Material	906,669.71
Cost of Sales - Other Costs	(190,316.18)
Cost of Sales - Labor	3,300,129.31
Cost of Sales - Overhead/Burden	134,790.66
Costs - Other	2,719.10

TOTAL COST OF SALES

4,153,992.60

GROSS PROFIT

3,293,644.91

OPERATING EXPENSES

Advertising	82.50
Safety Supplies/Equipment	20,017.21
Consulting Fees	4,960.19
Other expenses	12,245.41
Bid Drawings	2,855.96
Business Promotion	10,754.59
Marketing	3,000.00
Auto Lease	2,020.00
Auto and Truck Expense	10,819.30
Repairs/Maintenance	4,327.54
Small Tools	17,845.29
Tools Repaired	353.70
Gas - Fuelman Fleet Card	46,735.08
Fuel & Oil - Trucks	17,062.17
Contributions	525.00
Dues and Subscriptions	401.41
Insurance - W/C and Truck	11,818.81
Workers Comp. Audit	24,559.00
Insurance - Health	(30.08)
Insurance - Partner Life (Bo)	1,852.79

Combined Income Statement

Custom Mechanical, LLC & Custom Industrial, LLC

Page 2

Medical Expense	664.72
Interest	12,772.95
Legal and Professional	8,782.26
Office Expense	10,449.77
Employee Benefits	3,759.94

Postage - Freight	4,420.81	
Aflac Insurance	8,259.41	
Meals and Entertainment	10,036.53	
Training & Education	2,093.77	
Travel/Lodging	46,308.92	
Miscellaneous	23,182.77	
Payroll Benefits	964,072.83	Statement
Casual Labor	600.00	at, LLC
Payroll Taxes	392,945.04	Page 2
Salaries - Officer	82,500.00	
Salaries - Administration	170,428.75	
Salaries - Shop	60,766.03	
Service Charges	101,732.87	
Penalties & Interest	1,050.90	
Taxes and Licenses	2,368.92	
Contractor Licensing	1,622.04	
Telephone	14,512.32	
Office Cleaning	640.00	
Yard Maintenance	970.00	
Utilities	3,264.96	
Overhead & Burden - Allocation	(1,031,102.71)	
TOTAL OPERATING EXPENSES	1,089,309.67	
NET INCOME FROM OPERATIONS	2,204,335.24	
EARNINGS BEFORE INCOME TAX	2,204,335.24	Statement
NET INCOME (LOSS)	2,204,335.24	at, LLC

ⓑ PER BALANCE SHEET
DIFFERENCE OF

\$ 2,204,514.24
\$ 180.00

BALANCE SHEET

JULY 31, 2007

07/10/07

ASSETS

CURRENT ASSETS

Security Federal	\$236,970.46
People's Bank	1,784.56
Security Federal - Payroll	(93,714.06)
Cash on Hand	503.25
Due from Employees	1,356.66
Due from Custom Industrial	9,040,434.50
Due fr IND - Loan Presidential	(222,379.14)
Accounts Receivable	851,184.00
Accounts Receivable-Other	183,048.39
WIP - Material	1,135,018.28
WIP - Other Costs	569,336.41
WIP - Labor	2,381,988.62
WIP - Overhead/Burden	357,508.80
Cost in Excess of Billings	(182,550.41)
Prepaid Expense	138,572.71

TOTAL CURRENT ASSETS

14,399,063.03

FIXED ASSETS

Office Furniture and Fixtures	2,557.00
Office Equipment & Software	47,303.69
Equip.-Work Trailer	6,003.66
Machinery and Equipment	208,173.16
Automotive Equipment	9,945.00
Trucks	468,308.75
Buildings and Improvements	210,204.34
Land	18,244.28
Less Accumulated Depreciation	(304,630.83)

TOTAL FIXED ASSETS

666,109.05

TOTAL ASSETS

\$15,065,172.08

14,399,063.03

BALANCE SHEET

JULY 31, 2007

07/10/07

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable - Trade	\$1,924,810.83
Other Trade Payables	3,800.08
Due to Custom Industrial	8,464,850.80
Due to IND- Presidential	1,369,591.33
Accrued Expense - CC	(57,422.06)
Garnishment Payable	(1,113.00)
Child Support Payable	(559.52)
IRS Withholding Payable	(40.00)
Ins. W/H (Aflac) payable	40,092.75
Vacation W/H payable	6,547.03
Union Benefits Payable	(845.48)
Federal Withholding Tax	5,305.29
Fica/Medicare Tax	15,238.22
GA Withholding Tax	1,277.25
SC Withholding Tax	(9,646.48)
NC Withholding tax	4,760.00
State Unemployment Tax	8,149.06
Federal Unemployment Tax	1,023.87
INACTIVE	(444,758.28)

TOTAL CURRENT LIABILITIES

11,331,061.69

LONG-TERM LIABILITIES

N/P - Sec.Fed(4 trucks) - 2945	53,922.87
N/P Miller Elec. (8 weld mach)	40,417.51
Miller Electric 58036 (Nov 06)	35,645.29
Miller Electric 58262(DEC 06)	31,623.73
N/P - Sec. Fed (truck KW) 2614	13,855.83
N/P - Sec. Fed (truck BC) 3398	12,206.26
N/P SecFed(2Trucks VL&TM) 3406	28,050.14
N/P - SEC FED(truck CC) - 2754	10,466.88
N/P - Security Federal LOC	(16,780.56)
N/P - People's (Bldg)	2,443.31
N/P Sec Fed (Bldg) 5658	125,045.09
N/P - SRP Federal CU (Danny)	(20,162.72)
N/P - 2006 FORD RANGER 3547	9,821.83
N/P - 2006 FORD F150 3554	15,107.40
N/P Sec Fed 2006 Ford 3794	15,350.16
N/P - SF 2006 Ford F150 3802	13,553.43
N/P - SF 2006 Ford F150 3885	23,143.44
N/P - SF 2006 Ford F150 3869	11,165.30
N/P Sec Federal Act 3992	10,797.71
N/P Security Federal Loan 3570	416,770.93
Security Federal 5151003562	744,151.54
N/P SF 2007 F150 5187	31,402.75
N/P LOC SEC FED 5419	1,184,136.26

BALANCE SHEET

Custom Mechanical

User: JULY 31, 2007

07/10/07

LIABILITIES AND CAPITAL (Continued)

TOTAL LONG-TERM LIABILITIES

\$2,792,134.38

TOTAL LIABILITIES

14,123,196.07

CAPITAL

Capital	497,362.10
Partner Capital - Current Year	362,138.58
Partner Capital - Durand	48,462.50
Partner Draw - Durand	(36,532.07)
Partner Capital - Herrington	80,258.02
Partner Draw - Herrington	(44,776.07)
Partner Capital - Key	83,735.02
Partner Draw - Key	(48,672.07)

941,976.01

TOTAL CAPITAL

TOTAL LIABILITIES AND CAPITAL

\$15,065,172.08

INCOME STATEMENT

Custom Mechanical

FOR THE 7 PERIODS ENDED JULY 31, 2007

07/10/07

REVENUE

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
SC Contract Revenue	\$(-.10)	.0 %	852,981.99	50.1
NC Contract Revenue	.00	.0	129,703.68	7.6
GA Contract Revenue	75,086.32	100.0	1,187,009.22	69.7
Contract Revenue	.00	.0	(465,934.86)	(27.3)
TOTAL REVENUE	75,086.22	100.0	1,703,760.03	100.0

COST OF SALES

Cost of Sales-Material	.00	.0	321,490.12	18.9
Cost of Sales-Other Costs	.00	.0	(231,175.41)	(13.6)
Cost of Sales-Labor	.00	.0	396,988.55	23.3
Cost of Sales-Overhead/Burden	.00	.0	25,755.11	1.5
Costs - Other	.00	.0	5,663.88	.3
Bonus-Employees	.00	.0	(190.00)	PERCENT
TOTAL COST OF SALES	.00	.0	518,532.25	30.4

GROSS PROFIT

75,086.22 100.0 1,185,227.78 69.6

OPERATING EXPENSES

Advertising	.00	.0	165.00	.0
Surety Bonds	.00	.0	100.00	100.0
Safety Supplies/Equipment	87.20	.1	4,894.74	.3
Consulting Fees	.00	.0	5,022.69	.3
Other expenses	1,797.38	2.4	17,082.56	1.0
Bid Drawings	.00	.0	2,934.23	.2
Business Promotion	297.27	.4	14,004.11	.8
Marketing	.00	.0	3,610.56	.2
Auto Lease	300.00	.4	1,800.00	.1
Truck Rental	.00	.0	1,126.29	.1
Auto and Truck Expense	.00	.0	10,007.80	.6
Repairs/Maintenance	.00	.0	4,227.24	.2
Repairs/Maintenance-Trailer	.00	.0	2,179.88	.1
Small Tools	.00	.0	8,397.50	.5
Tools Repaired	.00	.0	595.86	.0
Gas - Fuelman Fleet Card	4,493.99	6.0	92,429.25	5.4
Fuel & oil-Trucks	.00	.0	30,968.08	1.8
Contributions	.00	.0	500.00	.0
Dues and Subscriptions	129.00	.2	865.35	.0
Insurance - W/C and Truck	.00	.0	16,433.70	.9
WORKERS COMP. AUDIT	.00	.0	24,495.00	1.4
Insurance - Partner Life (Bo)	.00	.0	1,852.79	.1
Medical Expense	.00	.0	1,033.18	.0
Interest	1,306.26	1.7	53,115.36	3.1
Legal and Professional	.00	.0	8,932.26	.5
Office Expense	277.16	.4	13,457.17	.8
Employee Benefits	.00	.0	3,503.67	.2

INCOME STATEMENT

Custom Mechanical

FOR THE 7 PERIODS ENDED JULY 31, 2007

07/10/07

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
OPERATING EXPENSES	(Continued)			
Postage - Freight	\$562.05	7.7 %	7,850.34	1.5
Aflac Insurance	.00	.0	11,679.73	7
Meals and Entertainment	.00	.0	8,316.89	5
Training & Education	.00	.0	2,342.40	1
Travel/Lodging	228.44	.3	50,772.51	3.0
Miscellaneous	200.00	.3	20,329.22	1.2
Payroll Benefits	.00	.0	34,519.84	2.0
Casual Labor	.00	.0	600.00	.0
Payroll Taxes	9,663.04	12.9	144,939.36	8.3
Salaries - Officer	5,000.00	6.7	70,000.00	4.1
Salaries - Administration	14,970.00	19.9	230,356.38	13.5
Salaries - Shop	6,242.00	8.3	108,675.65	6.4
Service Charges	.00	.0	57,860.05	3.4
PENALTIES & INTEREST	.00	.0	1,050.90	.1
Taxes and Licenses	1,848.41	2.5	12,882.22	0.7
Contractor Licensing	.00	.0	1,622.04	.1
Telephone	40.00	.1	27,846.17	1.6
Office Cleaning	.00	.0	790.00	.0
Building Permits	.00	.0	431.50	.0
Yard Maintenance	.00	.0	2,170.00	.1
Waste Disposal	.00	.0	539.64	.0
Utilities	.00	.0	5,220.00	.3
Overhead & Burden - Allocation	(34,027.11)	(45.3)	(301,439.90)	(17.7)
TOTAL OPERATING EXPENSES	13,415.09	17.9	823,089.20	48.3
NET INCOME FROM OPERATIONS	61,671.13	82.1	362,138.58	21.3
EARNINGS BEFORE INCOME TAX	61,671.13	82.1	362,138.58	21.3
NET INCOME (LOSS)	\$61,671.13	82.1 %	362,138.58	21.3

BALANCE SHEET

Page: 2
User: LMG / Lisa Glevnyak
JULY 31, 2007

07/10/07

ASSETS

CURRENT ASSETS

Security Federal	\$(139,729.07)
People's Bank	207.58
Security Federal - Payroll	(159,378.20)
Due from Custom Mechanical	8,160,136.79
Due fr CMI - Loan Presidential	1,819,879.23
Accounts Receivable	2,478,446.02
WIP - Material	1,366,776.03
WIP - Other Costs	588,487.57
WIP - Labor	3,398,359.28
WIP - Overhead/Burden	2,166,613.71
Prepaid Expense	365.28

- Diff H 139,203.22
Payroll extra

Custom Industrial

Page: 2
User: LMG / Lisa Glevnyak
JULY 31, 2007

TOTAL CURRENT ASSETS

19,680,164.22

FIXED ASSETS

Equip.-Work Trailer	2,840.05
Machinery and Equipment	4,420.45

TOTAL FIXED ASSETS

7,260.50

TOTAL ASSETS

\$19,687,424.72

Custom Industrial

Page: 2
User: LMG / Lisa Glevnyak
JULY 31, 2007

19,680,164.22

7,260.50

19,687,424.72

Custom Industrial

Page: 2
User: LMG / Lisa Glevnyak
JULY 31, 2007

BALANCE SHEET

Custom Industrial

JULY 31, 2007

07/10/07

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable - Trade	\$2,312,310.38
Other Trade Payables	755.00
Due to Custom Mechanical	9,390,905.10
Garnishment Payable	(218.66)
Child Support Payable	186.55
Ins. W/H (Aflac) payable	1,629.60
Vacation W/H payable	115,764.26
Union Benefits Payable	104,308.43
Federal Withholding Tax	2,169.43
Fica/Medicare Tax	(6,935.74)
GA Withholding Tax	64,155.76
SC Withholding Tax	(56,080.30)
State Unemployment Tax	19,621.59
Federal Unemployment Tax	4,540.25
Loan - Presidential	1,156,342.77

TOTAL CURRENT LIABILITIES

13,109,454.42

TOTAL LIABILITIES

13,109,454.42

CAPITAL

RETAINED EARNINGS - PRIOR	1,858,606.55
Partner Capital - Current Year	4,719,363.75

TOTAL CAPITAL

6,577,970.30

TOTAL LIABILITIES AND CAPITAL

\$19,687,424.72

INCOME STATEMENT

FOR THE 7 PERIODS ENDED JULY 31, 2007

07/10/07

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
REVENUE				
SC Contract Revenue	\$4,626.66	36.7 %	8,894,240.07	99.3
GA Contract Revenue	7,988.00	63.3	61,170.73	7
TOTAL REVENUE	12,614.66	100.0	8,955,410.80	100.0
COST OF SALES				
Cost of Sales-Material	.00	.0	629,369.26	7.0
Cost of Sales-Other Costs	.00	.0	46,333.54	0.5
Cost of Sales-Labor	.00	.0	2,915,908.51	32.6
Cost of Sales-Overhead/Burden	.00	.0	114,901.65	1.3
TOTAL COST OF SALES	.00	.0	3,706,512.96	41.4
GROSS PROFIT	12,614.66	100.0	5,248,897.84	58.6
OPERATING EXPENSES				
Safety Supplies/Equipment	745.53	5.9	24,805.57	99.3
Other expenses	.00	.0	310.17	.0
Bid Drawings	.00	.0	149.59	.0
Business Promotion	.00	.0	4,015.53	100.0
Auto Lease	.00	.0	1,120.00	.0
Auto and Truck Expense	.00	.0	1,052.95	.0
Repairs/Maintenance	.00	.0	1,668.65	.0
Small Tools	38.67	.3	30,710.75	1.3
Tools Repaired	.00	.0	160.48	.0
Fuel & oil-Trucks	.00	.0	582.54	.0
Insurance - Health	.00	.0	(30.08)	.0
Medical Expense	58.00	.5	1,097.29	.0
Interest	.00	.0	939.36	.0
Office Expense	284.41	2.3	1,988.35	.0
Employee Benefits	.00	.0	386.84	.0
Meals and Entertainment	.00	.0	2,677.48	.0
Training & Education	.00	.0	593.77	.0
Travel/Lodging	.00	.0	700.00	.0
Miscellaneous	.00	.0	1,036.89	.0
Payroll Benefits	.00	.0	1,919,226.18	21.4
Casual Labor	.00	.0	500.00	.0
Payroll Taxes	13,555.65	107.5	463,894.09	5.2
Salaries - Officer	5,000.00	39.6	70,000.00	.8
Salaries - Administration	3,980.00	31.6	59,906.00	.7
Salaries - Shop	397.00	3.1	9,402.18	.1
Service Charges	.00	.0	113,741.96	1.3
Telephone	.00	.0	750.70	.0
Office Cleaning	.00	.0	400.00	.0
Overhead & Burden - Allocation	(109,127.76)	(865.1)	(2,182,253.06)	(24.4)
TOTAL OPERATING EXPENSES	(85,068.50)	(674.4)	529,534.09	5.9

INCOME STATEMENT

FOR THE 7 PERIODS ENDED JULY 31, 2007

07/10/07

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
NET INCOME FROM OPERATIONS	\$97,683.16	774.4 %	4,719,363.75	52.7
EARNINGS BEFORE INCOME TAX	97,683.16	774.4	4,719,363.75	52.7
NET INCOME (LOSS)	\$97,683.16	774.4 %	4,719,363.75	52.7

BALANCE SHEET

Custom Industrial

DECEMBER 31, 2007

ASSETS

CURRENT ASSETS

Security Federal	\$(692,604.41)	
People's Bank	207.58	
Security Federal - Payroll	(200,990.14)	
Due from Custom Mechanical	8,598,472.19	
Due fr CMI - Loan Presidential	1,819,879.23	
Accounts Receivable	2,469,525.95	
WIP - Material	789,644.46	
WIP - Other Costs	542,781.00	
WIP - Labor	2,806,675.30	
WIP - Overhead/Burden	2,097,018.43	
Billings in Excess of Costs &	(786,110.00)	
Prepaid Expense	365.28	
TOTAL CURRENT ASSETS		17,444,864.87

FIXED ASSETS

Equip.-Work Trailer	2,840.05	
Machinery and Equipment	4,420.45	
TOTAL FIXED ASSETS		7,260.50
TOTAL ASSETS		\$17,452,125.37

BALANCE SHEET

DECEMBER 31, 2007

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable - Trade	\$2,697,314.35	
Other Trade Payables	1,610.00	
Due to Custom Mechanical	9,405,003.64	
Garnishment Payable	(375.00)	
Child Support Payable	(109.61)	
Ins. W/H (Aflac) payable	1,385.16	
Vacation W/H payable	108,307.08	
Union Benefits Payable	106,725.20	
Federal Withholding Tax	(17,533.50)	
Fica/Medicare Tax	(33,797.92)	
GA Withholding Tax	64,189.80	
SC Withholding Tax	(30,050.74)	
State Unemployment Tax	19,627.03	
Federal Unemployment Tax	4,657.59	
Loan - Presidential	1,156,342.77	

TOTAL CURRENT LIABILITIES 13,483,295.85

TOTAL LIABILITIES 13,483,295.85

CAPITAL

RETAINED EARNINGS - PRIOR	(454,911.64)	
Partner Capital - Current Year	4,423,741.16	

TOTAL CAPITAL 3,968,829.52

TOTAL LIABILITIES AND CAPITAL \$17,452,125.37

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 2007

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
REVENUE				
SC Contract Revenue	\$.00	.0 %	8,863,020.65	99.3
GA Contract Revenue	.00	.0	61,170.73	.7
TOTAL REVENUE	.00	.0	8,924,191.38	100.0
COST OF SALES				
Cost of Sales-Material	.00	.0	605,707.67	6.8
Cost of Sales-Other Costs	.00	.0	46,333.54	.5
Cost of Sales-Labor	.00	.0	2,915,908.51	32.7
Cost of Sales-Overhead/Burden	.00	.0	114,901.65	1.3
TOTAL COST OF SALES	.00	.0	3,682,851.37	41.3
GROSS PROFIT	.00	.0	5,241,340.01	58.7
OPERATING EXPENSES				
Safety Supplies/Equipment	.00	.0	24,884.35	.3
Other expenses	.00	.0	310.17	.0
Bid Drawings	.00	.0	149.59	.0
Business Promotion	.00	.0	4,015.53	.0
Auto Lease	.00	.0	1,120.00	.0
Auto and Truck Expense	.00	.0	1,052.95	.0
Repairs/Maintenance	.00	.0	1,668.65	.0
Small Tools	.00	.0	30,710.75	.3
Tools Repaired	.00	.0	1,807.54	.0
Fuel & oil-Trucks	.00	.0	582.54	.0
Insurance - Health	.00	.0	(30.08)	.0
Medical Expense	.00	.0	1,097.29	.0
Interest	.00	.0	3,350.46	.0
Office Expense	.00	.0	1,988.35	.0
Employee Benefits	.00	.0	386.84	.0
Meals and Entertainment	.00	.0	2,677.48	.0
Training & Education	.00	.0	593.77	.0
Travel/Lodging	.00	.0	3,555.00	.0
Miscellaneous	.00	.0	1,036.80	.0
Payroll Benefits	.00	.0	2,214,445.71	24.8
Casual Labor	.00	.0	600.00	.0
Payroll Taxes	.00	.0	468,544.79	5.3
Salaries - Officer	.00	.0	75,000.00	.8
Salaries - Administration	.00	.0	63,686.00	.7
Salaries - Shop	.00	.0	9,491.38	.1
Service Charges	.00	.0	113,741.96	1.3
Telephone	.00	.0	750.70	.0
Office Cleaning	.00	.0	400.00	.0
Overhead & Burden - Allocation	.00	.0	(2,210,019.67)	(24.8)
TOTAL OPERATING EXPENSES	.00	.0	817,598.85	9.2

BALANCE SHEET

DECEMBER 31, 2007

ASSETS

CURRENT ASSETS

Security Federal	\$356,574.25	
SouthTrust Bank	(500.00)	
People's Bank	5,160.06	
Security Federal - Payroll	(502,996.47)	
Cash on Hand	503.25	
Due from Employees	1,356.66	
Due from Custom Industrial	9,093,578.67	
Due fr IND - Loan Presidential	(222,379.14)	
Accounts Receivable	1,389,499.14	
Accounts Receivable-Other	48,978.59	
WIP - Material	479,173.57	
WIP - Other Costs	442,480.80	
WIP - Labor	2,452,064.65	
WIP - Overhead/Burden	310,769.22	
Cost in Excess of Billings	880,559.87	
Prepaid Expense	173,355.64	
TOTAL CURRENT ASSETS		14,908,178.76

FIXED ASSETS

Office Furniture and Fixtures	2,915.00	
Office Equipment & Software	45,790.19	
Equip.-Work Trailer	6,003.66	
Machinery and Equipment	208,173.16	
Automotive Equipment	9,845.00	
Trucks	487,975.56	
Buildings and Improvements	210,204.34	
Land	18,244.28	
Less Accumulated Depreciation	(327,293.43)	
TOTAL FIXED ASSETS		661,857.76

TOTAL ASSETS

\$15,570,036.52

BALANCE SHEET

DECEMBER 31, 2007

LIABILITIES AND CAPITAL

CURRENT LIABILITIES

Accounts Payable - Trade	\$2,251,976.21
Other Trade Payables	6,630.08
Due to Custom Industrial	8,465,612.45
Due to IND- Presidential	1,369,591.33
Accrued Expense - CC	(16,588.76)
Garnishment Payable	(1,418.00)
Child Support Payable	208.00
IRS Withholding Payable	(40.00)
Ins. W/H (Aflac) payable	37,942.25
Vacation W/H payable	6,547.03
Union Benefits Payable	10,423.80
Federal Withholding Tax	28,632.72
Fica/Medicare Tax	36,911.93
GA Withholding Tax	4,926.27
SC Withholding Tax	(540.11)
NC Withholding tax	7,576.00
State Unemployment Tax	11,426.84
Federal Unemployment Tax	1,869.63
INACTIVE	(444,758.28)

TOTAL CURRENT LIABILITIES

11,776,929.39

LONG-TERM LIABILITIES

N/P - Temp Clearing 2006	1,867.11
N/P - Temp Clearing 2007	(97,655.04)
N/P - Sec.Fed(4 trucks) - 2945	53,922.87
N/P - Miller Elec	(2,995.93)
N/P Miller Elec. (8 weld mach)	40,417.51
Miller Electric 58036 (Nov 06)	35,645.29
Miller Electric 58262(DEC 06)	31,623.73
N/P - Sec. Fed (truck KW) 2614	14,125.33
N/P - Sec. Fed (truck BC) 3398	12,684.22
N/P SecFed(2Trucks VL&TM) 3406	26,988.96
N/P - SEC FED(truck CC) - 2754	10,194.76
N/P - SF LOC 5419	1,183,357.04
N/P Sec Fed (Bldg) 5658	124,444.56
N/P - SRP Federal CU (Danny)	18,318.23
N/P - 2006 FORD RANGER 3547	9,809.92
N/P - 2006 FORD F150 3554	15,088.46
N/P Sec Fed 2006 Ford 3794	15,350.16
N/P - SF 2006 Ford F150 3802	12,616.27
N/P - SF 2006 Ford F150 3885	23,143.44
N/P - SF 2006 Ford F150 3869	13,536.78
N/P Sec Federal Act 3992	10,797.71
N/P SF 2007 F150 5187	31,402.75
N/P LOC SEC FED 0019	1,210,591.67

BALANCE SHEET

DECEMBER 31, 2007

LIABILITIES AND CAPITAL (Continued)

TOTAL LONG-TERM LIABILITIES		\$2,795,275.80
TOTAL LIABILITIES		14,572,205.19
CAPITAL		
Capital	(302,386.55)	
Partner Capital - Current Year	1,223,242.55	
Partner Capital - Durand	48,462.50	
Partner Draw - Durand	(36,532.07)	
Partner Capital - Herrington	80,258.02	
Partner Draw - Herrington	(44,776.07)	
Partner Capital - Key	83,735.02	
Partner Draw - Key	(54,172.07)	
TOTAL CAPITAL		997,831.33
TOTAL LIABILITIES AND CAPITAL		\$15,570,036.52

INCOME STATEMENT

FOR THE 12 PERIODS ENDED DECEMBER 31, 2007

REVENUE

	PERIOD TO DATE		YEAR TO DATE	
	ACTUAL	PERCENT	ACTUAL	PERCENT
SC Contract Revenue	\$.00	.0 %	1,806,258.42	62.3
NC Contract Revenue	.00	.0	248,800.42	8.6
GA Contract Revenue	.00	.0	1,556,130.69	53.6
Contract Revenue	.00	.0	(709,725.20)	(24.5)
TOTAL REVENUE	.00	.0	2,901,464.33	100.0

COST OF SALES

Cost of Sales-Material	115.00	.0	305,780.16	10.5
Cost of Sales-Other Costs	1,712.00	.0	(240,707.53)	(8.3)
Cost of Sales-Labor	.00	.0	396,988.55	13.7
Cost of Sales-Overhead/Burden	.00	.0	25,755.11	.9
Costs - Other	.00	.0	5,933.88	.2
Bonus-Employees	.00	.0	(190.00)	.0
TOTAL COST OF SALES	1,827.00	.0	493,560.17	17.0
GROSS PROFIT	(1,827.00)	.0	2,407,904.16	83.0

OPERATING EXPENSES

Advertising	.00	.0	165.00	.0
Surety Bonds	.00	.0	100.00	.0
Safety Supplies/Equipment	.00	.0	5,013.35	.2
Consulting Fees	.00	.0	9,115.85	.3
Other expenses	.00	.0	17,963.36	.6
Bid Drawings	.00	.0	2,434.54	.1
Business Promotion	.00	.0	9,598.78	.3
Marketing	.00	.0	3,610.56	.1
Auto Lease	.00	.0	1,950.00	.1
Truck Rental	.00	.0	1,126.29	.0
Auto and Truck Expense	.00	.0	12,451.48	.4
Repairs/Maintenance	46.00	.0	3,331.57	.1
Repairs/Maintenance-Trailer	.00	.0	2,179.88	.1
YARD MAINTENANCE	.00	.0	130.00	.0
Small Tools	.00	.0	8,439.82	.3
Tools Repaired	.00	.0	742.19	.0
Gas - Fuelman Fleet Card	.00	.0	101,144.81	3.5
Fuel & oil-Trucks	36.56	.0	49,408.55	1.7
Contributions	.00	.0	500.00	.0
Dues and Subscriptions	.00	.0	(297.05)	.0
Insurance - W/C and Truck	.00	.0	45,449.20	1.6
WORKERS COMP. AUDIT	.00	.0	24,495.00	.8
Insurance - Health	6,132.68	.0	26,385.02	.9
Insurance - Partner Life (Bo)	.00	.0	3,705.58	.1
Medical Expense	.00	.0	4,718.08	.2
Interest	128.99	.0	56,995.69	2.0
Legal and Professional	.00	.0	63,620.51	2.2

INCOME STATEMENT

Custom Mechanical

FOR THE 12 PERIODS ENDED DECEMBER 31, 2007

OPERATING EXPENSES

PERIOD TO DATE

ACTUAL

PERCENT

YEAR TO DATE

ACTUAL

PERCENT

(Continued)

Office Expense	\$.00	.0 %	13,238.10	.5
Employee Benefits	.00	.0	1,551.53	.1
Postage - Freight	.00	.0	10,885.06	.4
Aflac Insurance	.00	.0	13,679.48	.5
Meals and Entertainment	56.77	.0	8,281.47	.3
Training & Education	.00	.0	2,342.40	.1
Travel/Lodging	.00	.0	87,383.70	3.0
Miscellaneous	.00	.0	22,032.43	.8
Payroll Benefits	.00	.0	65,222.40	2.2
Casual Labor	3,360.00	.0	4,060.00	.1
Payroll Taxes	.00	.0	190,156.63	6.6
Salaries - Officer	.00	.0	115,000.00	4.0
Salaries - Administration	.00	.0	296,623.78	10.2
Salaries - Shop	.00	.0	185,101.15	6.4
Service Charges	39.00	.0	60,101.88	2.1
PENALTIES & INTEREST	.00	.0	4,097.57	.1
Taxes and Licenses	.00	.0	16,900.58	.6
Contractor Licensing	.00	.0	200.00	.0
Telephone	.00	.0	35,636.94	1.2
Office Cleaning	.00	.0	940.00	.0
Building Permits	.00	.0	431.50	.0
Yard Maintenance	.00	.0	2,760.00	.1
Waste Disposal	.00	.0	2,908.65	.1
Utilities	.00	.0	10,191.48	.4
Overhead & Burden - Allocation	.00	.0	(419,143.18)	(14.4)
Gains / Losses Sale of Assets	.00	.0	(400.00)	.0
TOTAL OPERATING EXPENSES	9,800.00	.0	1,184,661.61	40.8
NET INCOME FROM OPERATIONS	(11,627.00)	.0	1,223,242.55	42.2
EARNINGS BEFORE INCOME TAX	(11,627.00)	.0	1,223,242.55	42.2
NET INCOME (LOSS)	\$(11,627.00)	.0 %	1,223,242.55	42.2

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
FOR THE SECOND JUDICIAL CIRCUIT

Civil Action No.: 2008-CP-02-413

Daniel R. Friedmann, Tony Hall,
Timothy R. Hall, Jr., Ralph D. Black,
Thomas Brittingham, Arthur C.
Carlson, Leonard Wade Clett,
Chris Cullipher, David W. Cullipher,
Joseph A. Doyle, Jr., Charles R. Ellzey,
Brian Field, Clayton W. Googe, Jr.,
Martin Granger, William R. Giffin,
Jr., Jack E. Hegler, George G.
Lever, Matt Lever, Ernest H. Lewis,
III, William R. McFerrin, Daniel
Nichols, Kinda Phommachanh,
Raleigh B. Roye, Nicholas Stewart,
Timothy P. Stock, James M.
Waltemath, Al Tiska, and Al Carpenter,
and Bruce Pollock, Jr.,

Plaintiffs;

vs.

Custom Industrial Services, LLC, Custom
Mechanical CSRA, LLC, Custom
Mechanical CSRA, Inc., Custom Machine
and Welding, Inc., Danny Key, George
Byron "Bo" Herrington, David Herrington,
Dean Durand, David Barksdale and Geneva
Herrington Wright,

Defendants.

AFFIDAVIT OF JEFF RICE

PERSONALLY APPEARED before me, Jeff Rice, who, being first duly sworn, deposes
and states as follows:

1. I am over the age of 18 years, and suffer from no legal or mental disabilities.
2. I am competent in all respects to testify to the matters set forth herein, and I
have personal knowledge of the facts contained in this Affidavit.
3. I give this Affidavit in support of Plaintiffs' Memorandum in Opposition to
Defendant Custom Industrial Services, LLC, Custom Mechanical CSRA, LLC, Custom

-COPY-

orig FILED 1-6 2011

J. J. Hodard
CLC, CP & GS. 8:30/AM

A. Knapp
Deputy Clerk

Mechanical CSRA, Inc., Custom Machine and Welding, Inc., Danny Key, and Dean Durand's Motion for Summary Judgment, and for all other purposes allowed by law.

4. I am familiar with the action discussed in Defendants' Motion for Summary Judgment styled, Plumbers and Steamfitters Local No. 150 Health and Welfare Fund, Plumbers and Steamfitters Local No. 150 Pension Fund, Plumbers and Steamfitters Local No. 150 Annuity Fund, and Jackie K. Nordeen, Jr. And Patrick H.F. Smith, IV, as trustees of these funds; Plumbers and Steamfitters Local No. 150 Vacation Fund, and Patrick H.F. Smith, IV and Joseph L. Dozier, as trustees of this fund; and Augusta Joint Apprenticeship & Journeyman Training Committee, and Patrick H.F. Smith, IV and Charles I. Hardigree, as trustees of this fund; v. Custom Industrial Services, LLC (the "Local 150 Action").

5. Attached is a true and correct copy of an affidavit dated August 7, 2007, that I provided in connection with the Local 150 Action.

6. On October 15, 2007, the United States District Court for the Southern District of Georgia entered a judgment against the defendants in the Local 150 Action in the amount of \$1,165,862.55 in favor of the plaintiffs.

7. As of this date, the plaintiffs in the Local 150 Action have received no payments on the judgment dated October 15, 2007.

8. I declare under the penalty of perjury under the laws of the United States and the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT

Jeff Rice
Jeff Rice

Sworn to and subscribed before
me this 30th day of December, 2010.

Shawn P. DeLoach
Notary Public

Expires on: 2-23-19

(Notarial seal)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

PLUMBERS AND STEAMFITTERS)
LOCAL NO. 150 HEALTH AND)
WELFARE FUND, PLUMBERS AND)
STEAMFITTERS LOCAL NO. 150)
PENSION FUND, PLUMBERS AND)
STEAMFITTERS LOCAL NO. 150)
ANNUITY FUND, and JACKIE K.)
NORDEEN, JR. and PATRICK H.F.)
SMITH, IV, as trustees of these funds;)
PLUMBERS AND STEAMFITTERS)
LOCAL NO. 150 VACATION FUND, and)
PATRICK H.F. SMITH, IV and JOSEPH)
L. DOZIER, as trustees of this fund; and)
AUGUSTA JOINT APPRENTICESHIP &)
JOURNEYMAN TRAINING)
COMMITTEE, and PATRICK H.F.)
SMITH, IV and CHARLES I.)
HARDIGREE, as trustees of this fund;)

Plaintiffs,

v.

CUSTOM INDUSTRIAL SERVICES,
LLC,

Defendant.

CIVIL ACTION

FILE NO. 1:07-CV-02184-MBS

- Copy -

orig FILED 1-11-2001
L. J. Haddad
R.C.C.P. & G.S. 11:00 AM
Anita K. Knepper
Deputy Clerk

RECEIVED

JUN 16 2014

SC Court of Appeals

STATE OF GEORGIA
COUNTY OF BURKE

AFFIDAVIT OF JEFF RICE

Personally appeared before the undersigned officer, duly authorized by law to

administer oaths, Jeff Rice who being duly sworn, deposes and states as follows:

1.

My name is Jeff Rice. I am over the age of 18 years, and suffer from no legal or mental disabilities. I am competent in all respects to testify to the matters set forth herein, and I have personal knowledge of the facts contained in this Affidavit. I give this Affidavit in support of Plaintiffs' Motion for Temporary Restraining Order and Preliminary Injunction Against Custom Industrial Services, LLC. ("Defendant"), and for all other purposes allowed by law.

2.

I am a trustee of Plaintiffs Plumbers and Steamfitters Local No. 150 Health and Welfare Fund, Plumbers and Steamfitters Local No. 150 Pension Fund, and Plumbers and Steamfitters Local No. 150 Annuity Fund (the "Funds"). I am authorized to give this Affidavit on the Funds' behalf.

3.

I am familiar with the Kimberly-Clark Project in Beech Island, South Carolina (as referred to in paragraph 12 of the Amended Verified Complaint). The General Contractor of the Kimberly-Clark Project is CR Meyer. CR Meyer subcontracted with Custom Mechanical, an affiliate of Defendant, to perform certain work on the Kimberly-Clark Project. Custom Mechanical then subcontracted with Defendant to perform certain work on the Kimberly-Clark Project.

4.

In April, May, June and July, Defendant utilized employees covered by the collective bargaining agreement between the Plumbers and Steamfitters Local Union No. 150 and the Union Contractors of Augusta (the "Collective Bargaining Agreement") to perform work on the Kimberly-Clark Project. These employees are hereinafter referred to as "Covered Employees."

5.

Defendant sent to me reports which indicated the total hours worked by the Covered Employees for the months of April, May, and June, 2007. I forwarded these reports to Southern Benefit Administrators, Inc., the administrator for the Plaintiff funds. Based on the total hours worked by the Covered Employees for Defendant, as reported by Defendant, Southern Benefit Administrators, Inc. calculated the total amount of contributions owed to each of the Plaintiff funds for April, May, and June 2007. The total amount equals \$960,574.72. A spreadsheet listing the total amount of contributions owing to each of the Plaintiff funds is attached hereto as Exhibit A. Defendant has failed to pay the Plaintiff funds any of contributions owing for this three month period.

6.

Upon information and belief, Covered Employees employed by Defendant continued to work on the Kimberly-Clark Project in July. Defendant has not reported

those hours so the total amount of contributions owing to the Plaintiff funds cannot be calculated at this time.

7.

If the Plaintiff funds are not able to recover the delinquent contributions from Defendant, the Plaintiff funds may be unable to fully meet their obligations to the beneficiaries and participants of the Plaintiff funds.

8.

I declare under the penalty of perjury under the laws of the United States and the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

This 7th day of August, 2007.

Jeff Rice

Jeff Rice

Sworn to and subscribed before
me this 7th day of August, 2007.

Nellie Beasley
Notary Public

Expires on: 2-24-09

(Notarial seal)

EXHIBIT A

Custom Industrial
120 Revco Road
North Augusta, SC 29841

	April, 2007	May, 2007	June, 2007		Fund Total	Total For All Funds
Health and Welfare	\$ 127,692.31	\$ 168,571.17	\$ 71,099.31		\$ 367,362.79	
Pension	\$ 157,832.81	\$ 207,151.23	\$ 85,835.52		\$ 450,819.56	
Apprentice	\$ 14,329.56	\$ 18,916.96	\$ 7,978.73		\$ 41,225.25	
Vacation	\$ 20,832.65	\$ 27,892.24	\$ 11,216.98		\$ 59,941.87	
Industrial Advancement Fund	\$ 6,388.69	\$ 8,407.54	\$ 3,546.10		\$ 18,322.33	
Annuity	\$ 7,960.87	\$ 10,509.42	\$ 4,432.63		\$ 22,902.92	\$ 960,574.72
Monthly Total	\$ 335,016.89	\$ 441,448.56	\$ 184,109.27			
Total For All 3 Months			\$ 960,574.72			

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

James C. Williams, Jr., Special Referee

Case No. 2010-CP-40-8621

C.R. Meyer and Sons Company, ... Plaintiff,

v.

Custom Mechanical CSRA, LLC Defendant.

And

Custom Mechanical CSRA, LLC is Respondent,

v.

Plumbers & Steam Fitters Local #150 Health and Welfare Fund;
Plumbers & Steam Fitters Local #150 Pension Fund; Plumbers &
Steam Fitters Local #150 Annuity Fund, and Jackie K. Nordeen, Jr.
and Patrick H.F. Smith, IV, as Trustees of these Funds; Plumbers
& Steam Fitters Local #150 Vacation Fund and Patrick H. F. Smith, IV
and Joseph L. Dozier, as Trustees of this Fund; Augusta Joint
Apprenticeship and Journeymen Training Committee, and Patrick
H.F. Smith, IV and Charles I. Hardigree, as Trustees of this Fund;
Trustees of Southern Iron Workers Pension Fund; Trustees of
Southeastern Iron Workers Healthcare Plan; Trustees of
Southeastern Iron Workers #709 Joint Apprenticeship and
Training committee and Local #709, International Association
of Bridge, Structural, Ornamental and Reinforcing Iron Workers;
Southeastern Carpenters and Millwrights Health Trust;
Southeastern Carpenters and Millwrights Pension Trust, Larry
Phillips and J. Kirk Malone, as Trustees of these Funds;
Ferguson Enterprises, Inc.; Presidential Financial Corporation;
Norton Welding Supply, Inc.; United Rentals (North America), Inc.;
Daniel R. Friedmann; Tony Hall; Timothy R. Hall, Jr.; Ralph D.
Black; Thomas Brittingham; Arthur C. Carlson; Leonard Wade
Cliett; Christopher Cullipher; David W. Cullipher; Joseph A.
Doyle, Jr.; Charles R. Ellzey; Brian Field; Clayton W. Googe, Jr.;

Martin Granger; William R. Giffin, Jr.; Jack E. Hegler; George G. Lever; Matt Lever; Ernest H. Lewis, III; the Estate of William R. McFerrin by and through its duly-appointed Executrix, Nancy McFerrin; Daniel Nichols; Kinda Phommachanh; Raleigh B. Roye; Nicholas Stewart; Timothy P. Stock; James Waltemath; Al Tiska; Al Carpenter; Bruce Pollock, Jr.; and, Security Federal Bank, ... Third Party Defendants,

Of Whom

Daniel R. Friedmann; Tony Hall; Timothy R. Hall, Jr.; Ralph D. Black; Thomas Brittingham; Arthur C. Carlson; Leonard Wade Cliett; Christopher Cullipher; David W. Cullipher; Joseph A. Doyle, Jr.; Charles R. Ellzey; Brian Field; Clayton W. Gooze, Jr.; Martin Granger; William R. Giffin, Jr.; Jack E. Hegler; George G. Lever; Matt Lever; Ernest H. Lewis, III; the Estate of William R. McFerrin by and through its duly-appointed Executrix, Nancy McFerrin; Daniel Nichols; Kinda Phommachanh; Raleigh B. Roye; Nicholas Stewart; Timothy P. Stock; James Waltemath; Al Tiska; Al Carpenter; and Bruce Pollock, Jr. are Appellants,

And Presidential Financial and Security Federal Bank, ... are also Respondents.

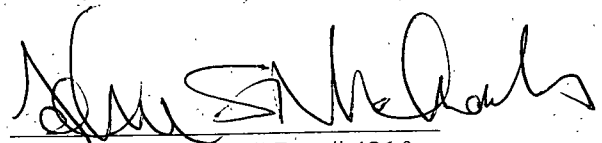
CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

RECEIVED

JUN 16 2014

SC Court of Appeals



John S. Nichols, SC Bar # 4210
BLUESTEIN, NICHOLS,
THOMPSON & DELGADO
Post Office Box 7965
Columbia, South Carolina 29202
(803) 779-7599
jsnichols@bntdlaw.com

Attorney for Appellants

June 13, 2014