RECEIVED

JAN 09 2020

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS
The Honorable Charles B. Simmons, Jr., Master-in-Equity
Common Pleas Case No.: 2014-CP-23-01871

Supreme Court Appellate Case No. 2019-002091

China Construction America of South Carolina, Inc., ... Respondent,

v.

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

APPENDIX
VOLUME II

Henry P. Wall
Caitlin C. Heyward
Robert C. Osborne, III
Bruner, Powell, Wall & Mullins, LLC
PO Box 61110
Columbia, SC 29260-1110

Attorneys for Respondent

J. Falkner Wilkes
114 Whitsett Street
Greenville, SC 29601
(864) 282-1292

Counsel for Petitioners

INDEX

Order denying rehearing 1

Opinion of Court of Appeals 2019-UP-304 3

Petition for Rehearing of Petitioners. 13

Appellant's Brief of Appellant/Respondent - China. 30

Respondent's Final Brief of Respondents/Appellants - MSPS & Sprengers 66

Appellant's Final Brief of Respondents/Appellants - MSPS & Sprengers. 84

Respondent's Brief of Appellant/Respondent - China 94

Appellant's Reply Brief of Appellant/Respondent - China 119

Record on Appeal 130

use to have drawings made.

Q. What is The Hartford?

A. Hartford is an insurance company. It's -- I think it's liability or workers' comp. It's just -- it's one of those.

Q. Do you have multiple workers' comp insurance policies?

A. No. They change every year.

Q. Okay.

A. So whatever my broker -- the least expensive one. That's why those names change.

Q. What about First Bank, why are there payments to First Bank?

A. That's a small business loan.

Q. That is a small business loan?

A. Yes.

Q. Any other reason?

A. No.

Q. Malone Plumbing, do you use a plumber on your jobs?

A. No, but when -- you know, sometimes at my work toilets clog up too.

Q. Okay. So that's maintenance?

A. Yes.

Q. Okay.

A. I can tell my employees to use the backyard would be a solution.

Q. All right. At the hearing in June, you testified that you were currently working on a movie theater in Augusta?

A. Uh-huh.

Q. Do you recall that?

A. Uh-huh.

Q. Is that a yes?

A. Yes. Oh, yeah. Sorry. I'm sorry.

Q. You also testified that that job was about 80 percent complete?

A. Yes, but we are still working on it.

Q. Currently you're still working on it?

A. Yes.

Q. At that time, you also testified that you were owed a hundred thousand dollars --

A. Yes.

Q. -- on that job?

A. Yes.

Q. Have you been paid that hundred thousand dollars?

A. Yes.

Q. You have been paid?

A. Yes.

Q. That payment would be reflected on your QuickBooks?

A. Yes.

Q. Have you paid yourself any of that money from the $100,000 you --

A. No, other than company bills, suppliers.

Q. So that money should have been retained in MSPS account and never left except to pay company bills?

A. Payroll, suppliers for material and so forth.

Q. Have you been paid anything else on that job?

A. Yeah, the frequent payments, but as I said, we should be done this month, so I think the last payment is due next week and that's $17,000, but then there's an open invoice against that is 15,000 something.

Q. There's an opening?

A. Open invoice against those $17,000 which I should get.

Q. Okay. So in total how much are you owed by the end of the month?

A. From them?

Q. From them.

A. Nothing. By the end of this month?

Q. Yes.

A. Nothing.

Q. Well, you just testified that you are owed 15,000?

A. 17,000. It's due this week or next week. I need to verify in my books. But there's an invoice against those $17,000 of $15,500 --

Q. Okay.

A. -- which I need to pay with those $17,000.

Q. So you'll make $2,000 -- what was your profit on the job?

A. What it was?

Q. Yeah.

A. I need to go back and add up the numbers, but it was very, very small.

Q. Can you guess?

A. Maybe 3 -- you mean gross profit or net profit?

Q. Both.

A. That's too hard to guess.

Q. Okay.

A. You're asking me to guess a number which -- no, it's almost impossible. The job was $500,000. Material maybe was 400,000, my payroll,

whatever it was, and my overhead cost. So bottom line I think for me maybe 2 or $3,000.

Q. Okay. Tell me about the Brevard Housing Project.

A. That's ongoing. That's not even 50 percent. Again, general contractors, they have in their contract to me that Manfred must supply the steel by end of June and he must start erecting that steel by July 4th, the day after.

Guess what happened? Manfred did all that or MSPS. Guess what didn't happen? The general contractor, as 90 percent of them, did not their part. They're not ready. Not even today they are ready.

Q. Are you owed any money on that job at this time?

A. Owed? No. No.

Q. Who's the GC on the Brevard job?

A. Oh, my God. Brantley. Brantley Construction.

Q. Brantley?

A. Brantley.

Q. Okay. I think I knew that.

When is that job scheduled to end?

A. I don't know. I don't know. I have no

idea. Your guess is as good as mine.

Q. Was it supposed to be finished already?

A. Supposed to be finished middle of August.

Q. Okay. How much that was contract for?

A. You know China Construction was eight month late. You know that.

Q. How much was the contract for the Brevard Housing Project for?

A. Hundred and -- hundred something, 130,000 I think or 111.

Q. Do you have a copy of that contract?

A. Yeah.

Q. You could provide it to your lawyer if I asked?

A. I did give you that list, remember, of the projects, current projects. The judge asked for current.

MR. BURNEY: She's asking you for the contract.

THE WITNESS: Oh, contract, no, no, no. I can -- you can have it.

BY MS. HEYWARD:

Q. Okay.

A. I can.

Q. What about the hotel in West Virginia?

Tell me about that.

A. Not even started.

Q. Not even started.

Do you have any money invested in that --

A. Yes.

Q. -- project?

How much?

A. Detailing. 8, $9,000. So now do you want to buy my business?

Q. Leave the questions to me, Mr. Sprenger.

A. Okay.

Q. Have you invoiced for that 8 or 9,000?

A. Yeah.

Q. Have you been paid?

A. Yes, I did in August, yes.

Q. You got paid in August?

A. Yes, end of August.

Q. Not owed any more -- no other outstanding invoices?

A. No.

Q. Any other new projects?

A. Any other new projects? Besides the hotel, Brevard, there is -- what is that called? Oh, I forgot. I forgot. I need to look up the list what we gave you, but nothing we're working on

right now. Oh, Old Dock. Sorry. Yeah, I had -- that was on that list too. Old Dock Middle School.

Q. Old Dock?

A. Dock Middle School.

Q. Where is that?

A. North Carolina.

Q. How much is that contract worth?

A. 200,000.

Q. When did that project start?

A. Just now.

Q. Are you currently working on that project?

A. Yes, yes.

Q. How much money have you put into that project?

A. All the steel, but, again, I have stored material certificate again, so -- and they are good contractor because they accepted joint check payment, my supplier, so they are very good general contractor. I have put in maybe $50,000, 30,000, in that --

Q. Have you invoiced for any of that?

A. I started to invoice now, yes.

Q. Are those invoices due at this time?

A. End of the month, beginning of next month, yeah.

Q. How much were the invoices for?

A. 190.

Q. Okay.

A. 180, sorry, 180,000.

Q. All right. I'm going to go back and discuss the withdrawal -- cash withdrawals from the First Citizens account, the personal account that you share with your wife.

Do you have any of that money in cash?

A. Right now on me?

Q. Yes.

A. No, no, no.

Q. And is it also your testimony that you have $50,000 in cash in your home?

A. I do not know that.

Q. You do not know?

A. I do not know that. You know, just me and my wife are married since 36 years. We trust each other. All our lives, joint checking accounts, not as we know it is usually now these days that she and he has their account. We always trusted each other. When we go out, she usually pays. Might look stupid for people, but she does pay. I don't. I'm just not --

Q. Do you still have access to the cash?

A. Do I have?

Q. Do you have access to the cash?

A. I probably would, yeah.

Q. Okay.

A. But I never try.

Q. When you would ask your wife to give you cash to deposit into the company account, is that reflected on the general ledger what that cash was for, where it went?

A. No. What you will see is you will see that there was a cash deposit, a member equity into the company, and then you will see bills being paid, normal transactions.

Q. So the cash was deposited as member equity --

A. Yes.

Q. -- into the company?

A. Yes.

Q. And then you paid company bills out of that?

A. Yes.

Q. And then you repaid yourself later? Did you then take -- later when the company had more money, did you then put money back into -- write a check to your wife?

A. We discussed it already, yes. When I felt that I could, I wrote a check to my wife and hope that we can finally pay ourselves back what we borrowed the company.

Q. You are aware that there is a -- over a $500,000 judgment against MSPS at this time?

A. There is, yes.

Q. Right. Did you feel that the company could write you a $60,000 check in May? Did you feel the company was in a position to do that knowing you had a 500,000 -- $560,000 judgment? How do you determine if the company can pay you?

A. I just did, I guess.

Q. You just do?

A. Yeah.

Q. You have other judgments against you too, don't you?

A. Do what now?

Q. There are other judgments against you. Is that correct?

A. I don't know.

Q. You don't know?

A. Are there? I'm sure you do know.

Q. You don't know if there are judgments against -- as the president of MSPS, you are not

aware if there are any other judgments against your company?

A. There are, yeah.

Q. There are?

A. Yeah.

Q. Yet you still determined that you can pay yourself out of the company account $60,000 in May? Yeah?

A. Uh-huh.

Q. You don't think that money needs to go to pay those judgments?

A. No. The judgment was not due yet. Is it?

Q. Yeah, it's been --

A. Is it? Was I obligated?

MR. BURNEY: You have to answer the questions.

THE WITNESS: Or do I have to pay small business loan first? Were they not obligated to get paid first?

BY MS. HEYWARD:

Q. It's not about -- first of all, I'm going to ask the questions in this deposition.

A. Okay. All right.

Q. Second of all, you owe money. There is a judgment against you. You owe money to China

Construction before you owe it to yourself. Can you agree with that?

A. No, I don't owe it to myself. I paid MS Machine Tool back what they borrowed MS Machine Tool Production eight years ago.

Q. When you pay yourself the $60,000 --

A. Yeah.

Q. -- is that payment going to pay off the small business loan?

A. Is that payment going towards MS Machine Tool loan which was given eight years ago?

Q. That wasn't my question. My question is are you paying that $60,000 -- when it goes into your personal account, are you then taking that and paying off the small business loan that you owe?

A. No, I don't.

Q. You don't. You spend it on yourself?

A. I pay that monthly.

Q. Right?

A. I don't spend it on myself. Don't make accusation you don't know.

Q. Okay. Well, you don't pay the small business loan off, right?

A. No. I pay it monthly. As my per -- as it is customary, I pay them monthly as you just said

it before with First Bank.

Q. Okay. I think we've established that you owe China a judgment amount of at least $560,000, yet you decided to pay yourself $60,000 in May after the injunction was entered in?

A. Yes, I did.

Q. And how did you determine to do that? How did you determine that the company was able to do that?

A. Well, I probably --

Q. You think you deserve more money than China? You think you're -- you think that's how this works?

A. No.

Q. Okay. I just want to check one more thing and then we should be through. Just a minute.

All right. I'm just -- I have not marked this as an exhibit. We can if we need to. I'm just looking at the 2014 tax returns for MS Production Solutions. It says there is a carryover loss each year?

A. Uh-huh.

Q. Can you explain to me why there's a carryover loss each year?

A. Did you hear me say that I lost $550,000

to a general contractor in 2012?

Q. Okay. Why is there a carryover loss in 2011?

A. I don't know. You need to ask my accountant that question.

Q. Okay. That's fine. I can do that.

A. Yeah.

Q. I just wanted to know if you had any knowledge.

A. Uh-uh.

Q. All right. At this time I would like to hold the deposition open in case we need to revisit this issue if that's okay, Mr. Burney. And if you wouldn't mind, Mr. Burney, I can write another document -- request for documents.

MR. BURNEY: Send it to me.

MS. HEYWARD: Okay. I'll do that. All right. Well, that should conclude the deposition unless you have any questions for Mr. Sprenger.

MR. BURNEY: Just a few.

EXAMINATION

BY MR. BURNEY:

Q. Mr. Sprenger, can your wife withdraw money from the company account by writing checks on the company account?

A. I don't know the banking system, how it works. I guess she could.

Q. When she writes a check from the company, is that not making a withdrawal for the person that she's paying the check to?

A. Yeah.

Q. Was it uncommon for you to loan money to the company to help the company's cash flow?

A. Oh, no, that was very common.

Q. In Plaintiff's Exhibit Number 3, there's a check to Patricia Sprenger of $27,000?

A. Uh-huh.

Q. Yes?

A. Yes.

Q. Does that represent a payment back to you for money that you lent the company?

A. Yes.

Q. And the money that you lent the company, that was not the original $350,000, was it?

A. No.

Q. Was that $27,000 payment back to you for money that you lent the company to help the company's cash flow?

A. Yes.

Q. Again, Plaintiff's Exhibit Number 3,

there's a check to Patricia Sprenger of $70,000. Do you see that?

A. Yeah.

Q. Does that represent money that you had previously lent the company to help the company's cash flow?

A. Uh-huh.

Q. Is that a yes?

A. Yes.

Q. There's also a check for $60,000 from MS Production Solutions, LLC --

A. Yes.

Q. -- to Patricia Sprenger. Does that represent money that you personally lent MS Production to help --

A. Yes.

Q. -- with the company cash flow?

You stated that -- you said anything that MSPS paid you over $350,000 was profit was a statement you made. Explain that to me.

A. Well, it was in the discussion we had because I guess she was say -- she was making a statement if I add all those payments from MSPS to you, that would be -- meet the $350,000, and everything above -- and then I just said, well, I

guess that could be considered profit. That was just a -- I haven't gotten paid the $350,000.

Q. So you have not been paid the 350,000?

A. No.

Q. Okay. The money that you received from MSPS --

A. I made that statement with her that if she would add up how many checks have been written to me from MSPS or my wife from MSPS Production Solution and add up how much money from me or my wife went back into MS Production Solution, it would be astonishing.

Q. So the money that MS Production writes to you is either a repayment of money that you pay to help cash flow or part of your salary?

A. Yeah.

Q. All right. You also said that there was a payment to some company for your liability and workers' comp. When you said --

A. Not mine. It's MS Production's liability and workers' comp.

Q. Has your wife done any work for your company before?

A. Not as an employee. She helps out painting as I said before.

Q. Does she do any book work?

A. No.

Q. Does she ever clean the company?

A. She does clean, yeah.

Q. That's all I have. Thank you.

REEXAMINATION

BY MS. HEYWARD:

Q. I just have one more question just for completeness. The company is still operating as a business. Is that correct?

A. Uh-huh. Yes.

Q. And you haven't filed for bankruptcy or anything since June?

A. No.

Q. Okay.

(The deposition concluded at 12:10 p.m.)

SIGNATURE OF DEPONENT

I, the undersigned, MANFRED SPRENGER, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

MANFRED SPRENGER, Date

CERTIFICATE OF REPORTER

I, Gina M. Johnson, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 21st day of September, 2015, at Columbia, Richland County, South Carolina.

Gina M. Johnson
RPR, CSR, Notary Public,
State of South Carolina
at Large.
My Commission expires
October 1, 2023.

I N D E X

	Page
Stipulation	3
EXAMINATION	
BY MS. HEYWARD	3
BY MR. BURNEY	50
REEXAMINATION	
BY MS. HEYWARD	54
Certificate of Reporter	56

E X H I B I T S

Plaintiffs'

5	Rule to Show Cause and Order of Reference	5
6	Copies of Withdrawals	19
7	Copies of Checks	27

$

$100,000 [1] - 38:5
$14,000 [3] - 12:7, 12:8, 12:19
$15,500 [1] - 39:8
$17,000 [4] - 38:16, 38:20, 39:8, 39:10
$18 [1] - 16:21
$2,000 [1] - 39:11
$25,000 [2] - 20:21, 22:7
$27,000 [2] - 51:11, 51:21
$3,000 [1] - 40:2
$350,000 [14] - 8:5, 9:15, 10:5, 10:7, 10:12, 11:1, 13:21, 14:3, 14:19, 15:6, 51:19, 52:19, 52:24, 53:2
$366.55 [1] - 19:16
$40,000 [1] - 10:23
$50,000 [2] - 43:19, 44:14
$500,000 [2] - 39:25, 46:6
$550 [1] - 23:5
$550,000 [3] - 33:8, 34:19, 49:25
$560,000 [2] - 46:11, 49:3
$6,000 [1] - 35:19
$60,000 [9] - 7:16, 8:20, 10:17, 46:9, 47:7, 48:6, 48:13, 49:4, 52:10
$7,000 [5] - 11:19, 13:13, 13:14, 14:23, 15:1
$70,000 [1] - 52:1
$9,000 [1] - 42:8

'

'11 [2] - 33:6, 33:10
'12 [1] - 33:10
'13 [2] - 30:16
'14 [2] - 20:4, 30:16

1

1 [6] - 4:11, 4:20, 6:24, 19:16, 56:6, 56:22
111 [1] - 41:10
117 [1] - 1:24
11:10 [1] - 1:13
12 [1] - 13:10
12:10 [1] - 54:16
12th [1] - 33:17
13 [1] - 16:21
130,000 [1] - 41:9
15,000 [2] - 38:18, 39:5
17,000 [1] - 39:6
1735 [1] - 2:5
180 [1] - 44:4
180,000 [1] - 44:4
19 [1] - 57:15
190 [1] - 44:2
1st [1] - 7:2

2

2 [3] - 6:8, 40:2
200 [1] - 2:5
200,000 [1] - 43:8
2011 [1] - 50:3
2012 [6] - 33:5, 33:9, 34:5, 34:21, 34:24, 50:1
2014 [3] - 17:8, 17:9, 49:19
2014-CP-23-1871 [1] - 1:6
2015 [5] - 1:12, 6:24, 7:10, 7:16, 56:14
2023 [1] - 56:22
21 [1] - 1:12
21st [1] - 56:14
27 [3] - 7:10, 7:16, 57:16
29072 [1] - 1:24
29260-1110 [1] - 2:6
29681 [1] - 2:11

3

3 [5] - 7:4, 39:18, 51:10, 51:25, 57:3, 57:4
30(b)(6 [1] - 3:23
30,000 [1] - 43:19
350,000 [1] - 53:3
36 [1] - 44:18

4

400 [1] - 10:2
400,000 [1] - 39:25
401K [2] - 8:14, 8:24
4th [1] - 40:9

5

5 [5] - 4:20, 5:5, 5:10, 57:13, 57:14
50 [2] - 40:6, 57:5
500,000 [1] - 46:11
54 [1] - 57:6
550 [1] - 23:7
56 [1] - 57:7
5th [2] - 6:25, 7:1

6

6 [3] - 19:10, 19:13, 57:15
61110 [1] - 2:5
628 [2] - 1:15, 2:10

7

7 [3] - 27:5, 27:7, 57:16
7,000 [1] - 12:25

8

8 [2] - 42:8, 42:12
80 [1] - 37:12
803-359-5705 [1] - 1:25

9

9,000 [1] - 42:12
90 [1] - 40:12
9th [1] - 33:17

A

a.m [1] - 1:13
a/k/a [2] - 1:8, 2:8
ability [1] - 56:11
able [4] - 15:19, 17:16, 34:23, 49:8
acceptable [1] - 34:13
accepted [1] - 43:17
access [3] - 26:19, 44:25, 45:2
accordance [1] - 3:3
according [2] - 10:16, 10:21
account [44] - 8:25, 9:7, 9:8, 12:11, 12:12, 12:13, 17:20, 18:12, 18:21, 18:23, 19:3, 19:15, 20:22, 21:2, 21:24, 22:2, 22:23, 23:1, 24:10, 25:6, 25:10, 25:11, 25:12, 25:15, 26:22, 28:7, 28:16, 29:16, 34:1, 34:2, 34:10, 35:5, 35:9, 35:10, 35:16, 38:8, 44:7, 44:21, 45:7, 47:7, 48:14, 50:24, 50:25
accountant [3] - 11:11, 16:17, 50:5
accounting [4] - 20:4, 20:5, 20:11, 24:9
accounts [3] - 26:20, 29:15, 44:19
accurate [2] - 55:5, 56:9
accusation [1] - 48:21
add [7] - 14:21, 15:1, 15:2, 39:15, 52:23, 53:8, 53:10
advised [2] - 11:19, 11:23
affidavit [1] - 5:25
affiliated [1] - 33:22
affixed [1] - 56:14
ago [2] - 48:5, 48:11
agree [1] - 48:2
agreement [1] - 29:1
ahead [3] - 4:16, 5:9, 27:5
all-in [1] - 10:7
allowed [1] - 14:6
almost [1] - 39:24
AMERICA [2] - 1:4, 2:2
America [5] - 19:15, 25:9, 25:15, 25:18, 25:20
amount [6] - 7:16, 9:18, 14:18, 19:16, 19:22, 27:14, 49:3
amounts [2] - 10:20, 10:21
annual [3] - 11:11, 24:18, 24:20
answer [3] - 14:15, 29:7, 47:15
answered [1] - 3:17
appear [1] - 3:16
APPEARANCES [1] - 2:1
arrived [2] - 33:16, 33:20
assets [1] - 6:18
assume [1] - 6:21
astonishing [1] - 53:12
AT [1] - 2:14
attorneys [1] - 1:17
ATTORNEYS [2] - 2:2, 2:7
audited [1] - 11:6
August [7] - 13:14, 17:8, 17:9, 41:3, 42:15, 42:16, 42:17
Augusta [1] - 37:5
authority [3] - 18:8, 18:11, 18:14
auto [2] - 27:2, 28:2
aware [2] - 46:5, 47:1

B

backyard [1] - 37:2
balance [1] - 35:19
bank [4] - 17:20, 18:12, 33:22, 35:6
Bank [8] - 19:15, 25:9, 25:15, 25:18, 25:20, 36:12, 36:13, 49:1
bank's [1] - 24:11
banking [1] - 51:1
bankruptcy [1] - 54:12
BB&T [12] - 33:3, 33:10, 33:22, 33:25, 34:2, 34:10, 34:12, 34:21, 34:25, 35:5, 35:9
beginning [2] - 9:25, 43:24
behalf [2] - 4:4, 5:3
belonging [1] - 6:14
below [1] - 4:11
best [1] - 56:10
between [6] - 3:2, 8:11, 9:7, 11:16, 16:21, 29:8
big [1] - 33:1
bigger [1] - 22:18
bills [10] - 15:15, 21:6, 22:8, 22:10, 22:11, 38:6, 38:9, 45:12, 45:19
birthday [1] - 33:18
Bishop [1] - 32:3
bit [1] - 33:11
BJ [1] - 35:24
Blake [5] - 16:2, 16:6, 16:7, 16:8, 17:13
BMW [5] - 25:9, 25:11, 25:15, 25:16,

25:24
board [2] - 24:14, 24:19
book [1] - 54:1
bookkeeping [1] - 11:13
books [1] - 39:7
borrowed [2] - 46:4, 48:4
bottom [1] - 40:1
bought [2] - 7:24, 8:12
bounce [1] - 34:13
Box [1] - 2:5
Brantley [4] - 40:19, 40:21, 40:22
Brevard [4] - 40:3, 40:18, 41:7, 42:23
Brian [1] - 31:24
bring [3] - 8:6, 9:15, 10:4
broker [1] - 36:10
BRUNER [1] - 2:4
Bryant [1] - 31:22
Burney [3] - 1:15, 50:13, 50:14
BURNEY [15] - 2:9, 2:10, 5:20, 17:2, 21:11, 21:14, 21:16, 29:6, 34:6, 41:18, 47:15, 50:16, 50:20, 50:22, 57:5
business [28] - 7:24, 8:6, 8:13, 9:3, 9:7, 9:11, 10:2, 10:5, 10:15, 10:22, 10:24, 11:5, 15:4, 17:11, 18:21, 18:23, 19:2, 21:2, 29:12, 29:20, 36:14, 36:15, 42:9, 47:18, 48:9, 48:15, 48:23, 54:10
buy [6] - 8:7, 9:2, 9:16, 26:8, 27:18, 42:9
buying [1] - 9:19
BY [20] - 1:17, 1:18, 2:4, 2:10, 3:11, 5:7, 5:22, 17:4, 19:12, 21:17, 27:9, 29:13, 34:9, 41:22, 47:20, 50:22, 54:7, 57:4, 57:5, 57:6

C

CAITLIN [1] - 2:4
cancelled [1] - 33:21
cannot [1] - 18:16
capital [4] - 9:10, 10:6, 14:5, 14:18
capitalized [2] - 9:24, 10:1
car [2] - 26:24, 27:11
card [19] - 18:13, 25:6, 25:10, 25:11, 25:16, 25:24, 26:1, 26:7, 26:9, 26:10, 34:25, 35:1, 35:2, 35:6, 35:12, 35:13, 35:22
CAROLINA [3] - 1:1, 1:4, 2:3
Carolina [5] - 1:16, 3:3, 43:6, 56:4, 56:15, 56:20
carryover [3] - 49:20, 49:24, 50:2
Case [1] - 1:6
case [1] - 50:12
cash [28] - 12:16, 12:18, 12:20, 19:6, 20:25, 21:1, 21:2, 21:9, 21:12, 21:23, 22:3, 22:5, 23:8, 23:14, 44:6, 44:9, 44:14, 44:25, 45:2, 45:7, 45:8, 45:11, 45:14, 51:8, 51:23, 52:6, 52:17, 53:15
cell [2] - 15:7, 15:9
Center [1] - 32:26
certainly [2] - 28:18, 28:24
certificate [1] - 43:16
CERTIFICATE [1] - 56:1
Certificate [1] - 57:7
Certified [1] - 1:18
certify [3] - 55:4, 56:4, 56:12
change [2] - 36:8, 36:11
CHANGE [1] - 55:9
changed [1] - 11:22
changes [2] - 17:7, 17:12
check [25] - 7:9, 7:15, 8:20, 11:10, 22:19, 23:23, 24:5, 24:7, 25:13, 27:4, 31:5, 33:8, 33:11, 33:19, 33:24, 43:17, 45:25, 46:2, 46:9, 49:15, 51:3, 51:5, 51:11, 52:1, 52:10
checking [1] - 44:19
Checks [2] - 27:7, 57:16
checks [19] - 7:6, 7:7, 10:23, 11:13, 14:22, 15:2, 15:3, 17:19, 17:23, 18:15, 22:13, 22:15, 32:21, 33:4, 34:13, 34:20, 34:24, 50:24, 53:8
China [9] - 22:14, 22:15, 22:21, 27:20, 33:7, 41:5, 47:25, 49:3, 49:12
CHINA [2] - 1:4, 2:2
Chris [1] - 32:6
Christmas [2] - 33:13, 33:15
Christopher [1] - 32:5
Citizens [2] - 22:2, 44:7
Civil [1] - 3:4
clean [2] - 54:3, 54:4
cleaned [1] - 9:2
clear [1] - 11:7
clog [1] - 36:22
closed [2] - 34:3, 34:4
Columbia [2] - 2:6, 56:15
coming [2] - 11:8
Commission [1] - 56:21
common [1] - 51:9
COMMON [1] - 1:1
comp [5] - 28:21, 36:4, 36:6, 53:19, 53:21
companies [4] - 22:12, 28:14, 32:19, 33:24
Company [1] - 29:16
company [75] - 4:1, 4:3, 4:4, 7:22, 7:23, 8:7, 8:10, 8:14, 8:22, 9:3, 9:16, 9:19, 9:24, 10:1, 11:3, 13:21, 14:3, 14:4, 14:6, 14:8, 14:19, 15:5, 18:4, 22:10, 23:17, 23:20, 23:25, 24:2, 24:4, 26:1, 26:7, 27:12, 28:12, 29:9, 29:11, 29:15, 30:8, 30:10, 34:7, 34:8, 34:10, 34:11, 35:7, 35:21, 35:25, 36:3, 38:6, 38:8, 45:7, 45:12, 45:17, 45:19, 45:23, 46:4, 46:8, 46:10, 46:12, 47:2, 47:7, 49:8, 50:24, 50:25, 51:3, 51:8, 51:16, 51:18, 51:22, 52:5, 52:17, 53:18, 53:23, 54:3, 54:9
company's [5] - 26:15, 29:11, 51:8, 51:23, 52:5
complete [2] - 37:12, 56:9
completeness [1] - 54:9
conclude [1] - 50:18
concluded [1] - 54:16
condition [1] - 10:4
conditions [2] - 8:6, 29:21
considered [3] - 14:23, 14:24, 53:1
constant [2] - 17:12, 17:14
CONSTRUCTION [2] - 1:4, 2:2
Construction [8] - 22:14, 22:15, 22:21, 27:20, 33:7, 40:20, 41:5, 48:1
contract [8] - 33:21, 40:7, 41:4, 41:7, 41:11, 41:19, 41:20, 43:7
contractor [8] - 22:20, 33:7, 34:15, 34:18, 40:12, 43:17, 43:19, 50:1
contractors [4] - 27:16, 27:17, 33:12, 40:6
contribution [4] - 9:10, 10:7, 14:5, 14:18
convenience [1] - 11:20
convenient [1] - 11:22
copies [2] - 15:15, 16:22
Copies [4] - 19:10, 27:7, 57:15, 57:16
copy [3] - 7:5, 20:10, 41:11
Corbett [2] - 32:5, 32:6
corporate [3] - 20:22, 26:11, 26:17
corporation [2] - 9:4, 11:17
correct [12] - 3:24, 6:24, 7:10, 7:11, 7:13, 7:14, 9:20, 9:21, 9:22, 26:25, 46:20, 54:10
corrections [1] - 55:7
cosign [1] - 18:14
cost [1] - 40:1
costs [1] - 24:19
counsel [1] - 56:12
Counsel [1] - 3:2
count [1] - 13:19
COUNTY [1] - 1:2
County [1] - 56:15
course [1] - 15:20
COURT [1] - 1:1
court [2] - 25:8, 34:16
Court [3] - 1:23, 1:24, 6:15
created [1] - 16:17
credit [11] - 25:6, 25:10, 26:11, 25:16, 25:24, 26:1, 26:7, 27:18, 34:25, 35:1, 35:21
Creek [1] - 1:24
CRESWICK [1] - 2:4
CSR [1] - 56:20
current [5] - 30:22, 30:24, 31:1, 41:16, 41:17
Curt [1] - 30:19
customary [1] - 48:26

D

D-E-P-O-S-I-T [1] - 21:15
Daryl [3] - 31:12, 31:13
Date [1] - 55:25
DATE [1] - 1:12
date [2] - 7:12, 56:5
dated [2] - 6:23, 7:10
daughter [1] - 31:1
daughter's [1] - 15:11
Dave [1] - 16:1
days [2] - 31:9, 44:20
decided [1] - 49:4
DEFENDANT [1] - 2:7
Defendants [1] - 1:9
deficit [1] - 21:20
DEPO [3] - 5:5, 19:10, 27:7
DEPONENT [1] - 55:1
deponent [5] - 3:4, 3:23, 56:6, 56:7,

56:10
deposit [14] - 20:25, 21:2, 21:9, 21:10, 21:13, 21:18, 21:19, 21:22, 23:2, 23:8, 23:14, 45:7, 45:11
deposited [1] - 45:14
deposition [12] - 3:2, 3:5, 3:15, 4:8, 14:12, 47:22, 50:12, 50:18, 54:16, 55:5, 56:5, 56:9
deposits [1] - 21:23
Depot [1] - 35:21
deserve [1] - 49:11
Design [1] - 35:24
detailing [2] - 35:25, 42:8
determine [6] - 8:19, 17:16, 20:2, 46:12, 49:7, 49:8
determined [2] - 11:4, 47:6
Diana [2] - 16:1, 30:25
different [3] - 17:18, 28:14, 28:15
differentiate [1] - 29:8
directors [2] - 24:14, 24:19
discuss [2] - 20:15, 44:6
discussed [1] - 46:1
discussion [1] - 52:21
disposition [1] - 6:13
dispute [1] - 11:19
dividends [1] - 25:2
Dock [3] - 43:1, 43:2, 43:3
dock [1] - 43:4
document [12] - 4:7, 4:13, 5:9, 5:11, 5:16, 5:19, 6:2, 6:23, 10:22, 11:16, 19:17, 50:15
documents [6] - 8:8, 10:15, 11:15, 28:25, 33:2, 50:15
dollars [2] - 37:17, 37:22
done [3] - 34:3, 38:15, 53:22
door [1] - 3:17
down [1] - 19:7
draw [1] - 11:14
drawings [3] - 27:23, 33:1, 36:1
Duckett [1] - 31:24
due [9] - 9:13, 21:6, 22:16, 22:21, 27:22, 38:16, 39:6, 43:23, 47:12
duly [2] - 3:8, 56:6
during [2] - 33:13, 33:15

E

economy [1] - 9:14
Edward [2] - 31:2, 31:4
eight [7] - 13:7, 13:12, 14:21, 15:4, 41:5, 48:5, 48:11
either [2] - 28:21, 53:14
elected [1] - 33:7
employed [2] - 15:14, 31:11
employee [8] - 15:12, 18:4, 30:5, 30:20, 30:22, 30:24, 31:1, 53:24
employees [5] - 15:22, 16:13, 24:17, 27:23, 37:1
employees' [1] - 15:9
employment [1] - 17:7
end [7] - 30:16, 38:23, 39:1, 40:8, 40:24, 42:17, 43:24
enjoined [1] - 6:12
entered [1] - 49:5
equipment [1] - 23:17
equity [2] - 45:11, 45:15
erecting [1] - 40:8
ESQ [2] - 2:4, 2:10
establish [1] - 32:23
established [1] - 49:2
events [1] - 56:13
evidencing [1] - 8:8
exactly [5] - 8:19, 8:21, 9:23, 9:24, 12:24
EXAMINATION [3] - 3:10, 50:21, 57:4
examination [2] - 56:8, 56:10
examples [2] - 19:14, 23:9
except [2] - 13:12, 38:8
execution [1] - 6:15
exempt [1] - 6:14
EXH [3] - 5:5, 19:10, 27:7
exhibit [1] - 49:18
Exhibit [5] - 5:10, 7:4, 19:13, 27:6, 51:10, 51:25
exist [1] - 11:9
expensive [1] - 36:11
expires [1] - 56:21
explain [4] - 21:3, 34:23, 49:23, 52:20
extinguish [1] - 14:4

F

fabricate [1] - 27:19
fabricator [2] - 30:11, 30:20
FABRICATORS [2] - 1:8, 2:8
familiar [3] - 4:7, 6:16, 31:14
family [1] - 10:15
far [1] - 10:14
felt [1] - 46:1
few [1] - 50:20
figured [1] - 22:5
file [3] - 11:7, 24:18, 24:20
filed [2] - 7:1, 54:12
finally [1] - 46:3
Financial [2] - 33:3, 35:9
financial [1] - 28:12
fine [2] - 31:6, 50:6
finished [3] - 4:17, 41:2, 41:3
First [5] - 22:1, 36:12, 36:13, 44:7, 49:1
first [6] - 3:8, 16:5, 19:15, 47:18, 47:19, 47:21
five [2] - 4:10, 24:17
flip [3] - 7:9, 20:20, 27:10
flow [5] - 51:8, 51:23, 52:6, 52:17, 53:15
following [1] - 55:6
follows [1] - 3:9
FOR [2] - 2:2, 2:7
foregoing [3] - 55:4, 56:5, 56:9
forgot [3] - 16:2, 42:24
formal [1] - 11:5
former [2] - 30:5, 30:20
forth [3] - 9:6, 38:11
four [1] - 13:4
Fowler [2] - 32:16, 32:17
frequent [1] - 38:14
frequently [2] - 7:20, 13:2
function [1] - 8:14

G

GC [1] - 40:18
general [11] - 22:20, 27:16, 33:6, 33:12, 34:15, 34:18, 40:6, 40:11, 43:18, 45:8, 50:1
Gibson [4] - 30:4, 30:12, 31:2, 31:4
Gibson's [1] - 31:7
GINA [1] - 1:18
Gina [3] - 1:23, 56:3, 56:19
given [2] - 16:22, 48:11
God [1] - 40:19
GREENVILLE [1] - 1:2
gross [1] - 39:18
guess [10] - 39:17, 39:21, 39:23, 40:10, 40:11, 41:1, 46:13, 51:2, 52:22, 53:1

H

hand [2] - 7:3, 56:14
hard [1] - 39:21
Harmon [1] - 1:24
Hartford [2] - 36:2, 36:3
hear [1] - 49:25
hearing [3] - 12:1, 26:23, 37:3
help [5] - 51:8, 51:22, 52:5, 52:15, 53:15
helper [1] - 30:18
helps [1] - 53:24
Henson [1] - 30:19
hereby [3] - 6:12, 55:4, 56:4
hereunto [1] - 56:14
HEYWARD [16] - 2:4, 3:11, 5:7, 5:22, 17:4, 19:12, 21:17, 27:9, 29:13, 34:9, 41:22, 47:20, 50:17, 54:7, 57:4, 57:6
highlighted [1] - 6:9
him/it [1] - 6:14
hold [1] - 50:12
holidays [1] - 33:15
home [3] - 12:18, 21:5, 44:14
Home [1] - 35:21
hope [1] - 46:2
hotel [2] - 41:25, 42:23
hour [1] - 16:21
hourly [3] - 16:9, 16:11, 16:20
house [1] - 22:4
Housing [2] - 40:3, 41:8
huge [1] - 9:4
hundred [4] - 37:17, 37:21, 41:9

I

idea [1] - 41:1
identification [3] - 5:6, 19:11, 27:8
illegal [2] - 14:8, 14:10
impossible [1] - 39:24
improper [1] - 18:19
INC [2] - 1:4, 2:3
Incorporated [1] - 4:23
INDEX [1] - 2:14
indicating [1] - 6:1
individually [5] - 3:19, 26:5, 26:10, 26:12, 26:13
individuals [1] - 30:1
injunction [3] - 6:16, 7:13, 49:5
instead [2] - 11:24, 22:18
insurance [13] - 27:2, 27:11, 27:12, 27:25, 28:1, 28:2, 28:22, 29:1, 29:15, 29:19, 29:22, 36:3, 36:7
interested [1] - 56:13
internal [1] - 27:22
interrupt [2] - 21:11, 29:6
invested [1] - 42:4
investment [1] - 28:16
invoice [4] - 38:17,

38:20, 39:8, 43:22
invoiced [2] - 42:12, 43:21
invoices [3] - 42:19, 43:23, 44:1
issue [1] - 50:13

J

January [2] - 33:9, 33:17
Jimmy [1] - 32:16
jimmy [1] - 32:17
job [9] - 33:16, 37:11, 37:19, 38:13, 39:12, 39:24, 40:15, 40:18, 40:24
jobs [1] - 36:20
John [1] - 30:17
JOHNSON [1] - 1:18
Johnson [2] - 56:3, 56:19
joint [4] - 22:15, 22:19, 43:17, 44:19
Joseph [1] - 31:22
judge [1] - 41:16
judgment [5] - 46:6, 46:11, 47:12, 47:25, 49:3
judgments [5] - 46:16, 46:19, 46:24, 47:1, 47:11
Julian [1] - 2:5
July [7] - 12:4, 13:17, 13:18, 23:24, 30:7, 40:9
June [12] - 12:1, 12:22, 12:23, 13:2, 13:17, 13:18, 15:21, 23:17, 23:20, 37:3, 40:8, 54:13

K

keep [8] - 10:11, 11:6, 15:15, 19:1, 19:5, 19:7, 22:5, 35:3
keeps [1] - 9:6
Keith [2] - 30:4, 31:7
Kevin [2] - 15:25, 30:21
kind [4] - 20:5, 22:9, 22:11, 28:25
knowing [1] - 46:11
knowledge [1] - 50:9
knowledgeable [3] - 4:10, 4:19, 5:2
knows [1] - 11:12

L

Large [2] - 56:4, 56:21
last [16] - 7:9, 12:3, 12:20, 13:2, 13:4, 13:7, 13:10, 13:12, 16:3, 22:7, 27:10, 30:7, 33:8, 33:10, 33:16, 33:20, 33:24, 38:16
late [1] - 41:6
Law [1] - 1:14
lawyer [11] - 5:13, 6:21, 8:16, 11:18, 11:23, 14:12, 16:23, 20:11, 20:14, 20:16, 41:13
LDI [1] - 32:25
least [3] - 10:17, 36:10, 49:3
leave [2] - 30:6, 42:10
ledger [1] - 45:8
Lee [3] - 31:15, 31:17, 31:18
left [2] - 17:13, 38:8
lent [5] - 51:16, 51:18, 51:22, 52:5, 52:14
Lexington [1] - 1:24
liability [5] - 27:13, 28:21, 36:4, 53:18, 53:20
life [2] - 29:19, 29:22
line [2] - 17:11, 40:2
LINE [1] - 55:9
link [1] - 8:21
list [4] - 29:25, 41:15, 42:25, 43:2
listed [2] - 4:10, 32:19
lives [1] - 44:19
LLC [5] - 1:7, 1:23, 2:4, 2:8, 52:11
loaded [1] - 33:14
loan [18] - 8:2, 8:6, 8:8, 8:21, 10:2, 10:6, 11:3, 11:16, 14:24, 25:5, 36:14, 36:15, 47:18, 48:9, 48:11, 48:15, 48:23, 51:7
loaned [1] - 7:23
loans [4] - 23:19, 23:21, 23:22, 29:21
LOCATION [1] - 1:14
location [1] - 56:5
look [3] - 4:16, 42:24, 44:23
looking [1] - 49:19
loss [3] - 49:21, 49:24, 50:2
lost [1] - 49:25
Lowe's [1] - 25:7

M

Machine [8] - 4:22, 5:3, 8:13, 8:17, 8:23, 48:4, 48:10
Main [2] - 1:15, 2:10
maintenance [1] - 36:23
Malone [1] - 36:19
Manfred [9] - 8:23, 11:24, 15:2, 15:4, 15:6, 26:3, 26:4, 40:7, 40:10
MANFRED [4] - 1:11, 3:8, 55:3, 55:25
Manfred's [1] - 8:24
Marcell [2] - 15:14, 31:10
Marco [2] - 15:25, 30:23
mark [1] - 27:5
marked [5] - 5:6, 7:4, 19:11, 27:8, 49:17
married [1] - 44:18
Mass [7] - 28:7, 28:10, 28:17, 28:19, 29:2, 29:16, 29:19
material [8] - 22:12, 26:8, 27:15, 27:21, 28:1, 38:10, 39:25, 43:16
maximum [2] - 12:2, 13:3
mean [2] - 23:25, 39:18
means [1] - 11:14
meant [1] - 6:22
meet [1] - 52:24
member [4] - 11:14, 14:7, 45:11, 45:14
memory [1] - 23:6
mentioned [1] - 34:16
messed [1] - 27:24
Middle [2] - 43:2, 43:4
middle [1] - 41:3
might [2] - 28:12, 44:22
million [1] - 10:2
mind [1] - 50:14
mine [5] - 3:17, 3:21, 26:4, 41:1, 53:20
minute [1] - 49:16
Monday [1] - 1:12
money [58] - 7:19, 7:22, 7:23, 8:15, 8:16, 9:5, 9:18, 10:12, 10:25, 11:2, 11:7, 11:25, 12:5, 12:10, 12:14, 13:20, 14:4, 14:21, 18:9, 18:11, 18:22, 19:6, 21:6, 22:3, 22:18, 22:24, 23:24, 23:25, 24:1, 24:3, 24:4, 24:19, 33:23, 34:19, 35:15, 38:4, 38:7, 40:15, 42:4, 43:13, 44:9, 45:24, 47:10, 47:24, 47:25, 49:11, 50:23, 51:7, 51:16, 51:18, 51:22, 52:4, 52:14, 53:5, 53:10, 53:13, 53:14
money's [1] - 11:8
month [9] - 12:2, 12:3, 13:2, 38:15, 38:23, 39:1, 41:6, 43:24
monthly [9] - 12:25, 13:1, 14:23, 14:25, 35:4, 35:17, 48:18, 48:24, 48:25
months [2] - 12:20, 27:22
morning [2] - 3:12, 3:13
most [5] - 4:10, 4:19, 5:2, 11:5
movie [1] - 37:5
MR [13] - 5:20, 17:2, 21:11, 21:14, 21:16, 29:6, 34:6, 41:18, 47:15, 50:16, 50:20, 50:22, 57:5
MS [37] - 1:7, 2:8, 3:11, 3:23, 4:9, 4:22, 5:3, 5:7, 5:22, 6:17, 8:13, 8:17, 8:23, 8:24, 17:4, 19:12, 21:17, 27:9, 29:13, 32:20, 34:9, 41:22, 47:20, 48:3, 48:4, 48:10, 49:19, 50:17, 52:10, 52:14, 53:11, 53:13, 53:20, 54:7, 57:4, 57:6
MSPS [29] - 1:8, 2:8, 8:11, 8:16, 8:17, 14:22, 15:7, 15:22, 17:20, 18:12, 19:15, 20:21, 24:14, 25:6, 25:9, 26:23, 27:2, 28:7, 30:6, 30:14, 38:8, 40:11, 46:6, 46:25, 52:19, 52:23, 53:6, 53:9
MULLINS [1] - 2:4
multiple [1] - 36:6
must [3] - 22:4, 40:7, 40:8
Mutual [7] - 28:8, 28:10, 28:17, 28:19, 29:2, 29:16, 29:19

N

name [8] - 16:2, 16:3, 16:5, 26:2, 26:13, 26:15, 29:22, 31:14
names [3] - 17:18, 32:13, 36:11
Nathanie [1] - 32:3
NE [2] - 1:15, 2:10
need [20] - 11:2, 11:18, 13:16, 21:5, 22:6, 23:25, 24:4, 24:5, 27:3, 27:21, 27:24, 30:1, 31:5, 39:7, 39:10, 39:15, 42:24, 49:18, 50:4, 50:12
needed [3] - 23:24, 24:1, 24:3
needs [1] - 47:10
net [1] - 39:18
never [5] - 18:6, 18:7, 21:1, 38:8, 45:5
new [3] - 17:13, 42:21, 42:22
next [4] - 23:4, 38:16, 39:6, 43:24
normal [1] - 45:13
normally [2] - 19:21, 24:19
North [1] - 43:6
Notary [2] - 56:3, 56:20
nothing [5] - 10:14, 39:1, 39:3, 42:25, 56:7
notice [2] - 3:15, 4:8
noticed [2] - 4:3, 4:22
Number [3] - 27:6, 51:10, 51:25
number [1] - 39:23
numbers [1] - 39:15

O

objections [2] - 56:7, 56:10
obligated [2] - 47:14, 47:18
obviously [1] - 34:12
occasionally [2] - 15:13, 17:24
October [2] - 22:6, 56:22
OF [6] - 1:1, 1:1, 1:2, 1:4, 2:2, 2:14, 55:1, 56:1
offer [1] - 28:15
office [1] - 5:17
officers [1] - 24:24
Offices [1] - 1:14
official [1] - 56:14
often [1] - 14:7
Old [3] - 43:1, 43:2, 43:3
once [2] - 12:3, 13:3
one [14] - 3:19, 10:2, 17:13, 17:19, 21:23, 22:14, 22:19, 29:21, 30:15, 31:8, 36:5, 36:11, 49:15, 54:8
ongoing [1] - 40:5
open [3] - 38:17, 38:20, 50:12
opening [1] - 38:19
operating [1] - 54:9
Order [2] - 5:6, 57:13
order [5] - 5:14, 6:15, 8:7, 9:2, 9:15
ordered [1] - 6:11
original [1] - 51:19
ourselves [1] - 46:3
outstanding [1] - 42:18
overdraft [2] - 35:2, 35:10
overhead [1] - 40:1
overtime [1] - 33:13
owe [6] - 47:24, 47:25, 48:1, 48:3, 48:15, 49:3
owed [7] - 33:25, 37:17, 38:22, 39:4, 40:15, 40:17, 42:18
owes [1] - 14:4
owned [1] - 8:17
owner [1] - 14:7
owner's [1] - 28:2
owns [1] - 8:23

P

P.C [2] - 1:15, 2:9
p.m [1] - 54:16
P.O [1] - 2:5
page [9] - 4:11, 6:8, 7:9, 19:16, 20:20, 23:5, 27:10, 56:6
PAGE [1] - 55:9
Page [1] - 57:2
paid [30] - 7:24, 11:25, 12:3, 12:19, 12:24, 13:13, 13:20, 14:2, 15:6, 16:9, 16:20, 18:3, 25:5, 33:19, 33:25, 34:14, 37:21, 37:24, 38:4, 38:12, 42:14, 42:16, 45:13, 45:19, 47:19, 48:3, 52:19, 53:2, 53:3
painted [1] - 33:14
painter [1] - 30:18
painting [1] - 53:25
paper [2] - 11:6, 11:10
part [2] - 40:13, 53:15
party [1] - 56:12
Patricia [4] - 7:7, 51:11, 52:1, 52:13
Paul [1] - 32:3
pay [38] - 7:22, 8:15, 11:2, 12:5, 12:24, 13:1, 13:4, 13:7, 13:10, 14:23, 15:7, 15:9, 15:13, 21:5, 22:8, 22:17, 25:2, 26:7, 26:24, 27:2, 33:8, 38:8, 39:10, 44:23, 46:3, 46:12, 47:6, 47:11, 47:17, 48:6, 48:8, 48:18, 48:22, 48:24, 48:25, 49:4, 53:14
payable [1] - 11:24
paycheck [1] - 14:25
paychecks [2] - 16:4, 17:24
paying [4] - 35:3, 48:13, 48:15, 51:5
payment [11] - 8:2, 12:25, 28:19, 38:1, 38:16, 43:18, 48:8, 48:10, 51:15, 51:21, 53:18
payments [6] - 25:12, 35:1, 35:17, 36:13, 38:14, 52:23
payroll [3] - 17:17, 38:10, 39:25
pays [1] - 44:22
pending [2] - 6:15, 56:12
people [4] - 11:5, 11:6, 18:2, 44:23
per [1] - 48:24
percent [3] - 37:12, 40:6, 40:12
person [4] - 4:9, 4:19, 5:2, 51:4
personal [6] - 9:7, 12:11, 12:13, 26:24, 44:7, 48:14
personally [4] - 6:3, 9:19, 29:8, 52:14
phone [1] - 15:7
phones [1] - 15:10
Place [1] - 2:5
placed [2] - 6:17, 7:13
PLAINTIFF [1] - 2:2
Plaintiff's [6] - 5:10, 7:4, 19:13, 27:6, 51:10, 51:25
Plaintiffs [2] - 1:5, 1:17
Plaintiffs' [1] - 57:12
PLEAS [1] - 1:1
plumber [1] - 36:19
Plumbing [1] - 36:19
points [2] - 4:10, 4:20
policies [1] - 36:7
policy [2] - 29:19, 29:22
portion [1] - 6:9
position [1] - 46:10
POWELL [1] - 2:4
present [2] - 5:17, 17:8
president [1] - 46:25
previously [2] - 7:4, 52:5
print [1] - 33:1
Procedure [1] - 3:4
PRODUCTION [2] - 1:7, 2:8
Production [13] - 3:24, 4:9, 6:17, 8:18, 8:24, 32:20, 48:5, 49:20, 52:11, 52:15, 53:9, 53:11, 53:13
Production's [1] - 53:20
Professional [2] - 1:19, 56:3
profit [7] - 13:22, 13:23, 39:12, 39:18, 39:19, 52:19, 53:1
Project [2] - 40:4, 41:8
project [4] - 42:6, 43:9, 43:11, 43:14
projects [5] - 22:19, 41:16, 42:21, 42:22
property [1] - 6:14
protection [1] - 35:10
provide [3] - 16:15, 20:14, 41:13
provided [1] - 20:10
Public [2] - 56:3, 56:20
pull [2] - 28:25, 33:23
pulled [2] - 19:14, 33:24
purchase [2] - 9:11, 9:18
purchased [3] - 13:20, 14:3, 23:16
purpose [1] - 32:23
purposes [1] - 26:17
put [4] - 9:19, 43:13, 43:19, 45:24

Q

questions [7] - 14:11, 14:13, 29:7, 42:10, 47:16, 47:22, 50:19
QuickBooks [8] - 20:7, 20:8, 20:11, 22:23, 23:1, 24:9, 24:10, 38:2

R

read [6] - 3:5, 4:13, 4:14, 4:16, 6:9, 55:4
ready [2] - 40:13, 40:14
really [1] - 32:13
REAR [1] - 2:14
reason [1] - 36:17
REASON [1] - 55:9
received [5] - 3:17, 3:19, 5:20, 5:23, 53:5
receiving [1] - 3:15
recently [2] - 12:19, 12:21
recognize [2] - 5:10, 19:16
record [4] - 27:14, 29:14, 32:10, 56:9
recorded [1] - 56:8
records [2] - 16:12, 17:17
REEXAMINATION [2] - 54:6, 57:6
Reference [2] - 5:6, 57:14
reference [1] - 5:15
referring [2] - 11:15, 20:5
reflect [2] - 22:24, 23:1
reflected [2] - 38:1, 45:8
reflecting [1] - 29:1
refuse [2] - 22:15, 22:20
regarding [1] - 4:10
Registered [2] - 1:19, 56:3
regular [1] - 28:18
regularly [1] - 32:21
related [1] - 56:12
remember [5] - 23:10, 31:21, 32:1, 33:17, 41:15
repaid [6] - 9:14, 9:17, 10:12, 10:17, 10:19, 45:22
repay [1] - 10:25
repayment [5] - 8:2, 9:10, 9:13, 14:24, 53:14
REPORTED [1] - 1:18
REPORTER [1] - 56:1
Reporter [4] - 1:18, 1:19, 56:3, 57:7
Reporting [1] - 1:23
reports [2] - 24:18, 24:20
represent [5] - 4:8, 12:14, 51:15, 52:4, 52:14
Reproprinting [1] - 32:25
reputation [2] - 22:16, 22:22
request [1] - 50:15
requesting [1] - 4:9
respondent [1] - 6:11
restrained [1] - 6:12
retained [1] - 38:7
retrieve [3] - 8:14, 15:19, 16:18
return [1] - 11:12
returns [1] - 49:19
review [1] - 5:19

revisit [1] - 50:12
RHETT [1] - 2:10
Richland [1] - 56:15
Robert [2] - 32:14, 32:15
Ronnie [3] - 31:15, 31:17, 31:18
RPR [1] - 56:20
Rule [2] - 5:5, 57:13
rule [1] - 5:14
Rules [1] - 3:3

S

salary [2] - 16:10, 53:15
satisfied [1] - 14:17
saw [2] - 7:20, 10:20
SC [3] - 1:24, 2:6, 2:11
scheduled [1] - 40:24
Schemanski [1] - 16:1
School [2] - 43:2, 43:4
screw [1] - 27:22
screw-up [1] - 27:22
seal [1] - 56:14
second [2] - 20:20, 47:24
Secretary [1] - 24:21
see [14] - 9:6, 11:12, 12:23, 17:15, 17:18, 20:4, 26:3, 34:20, 35:15, 35:16, 45:10, 45:12, 52:2
See [1] - 28:20
send [1] - 50:16
September [2] - 1:12, 56:14
served [3] - 5:15, 5:18, 6:1
service [1] - 6:1
services [1] - 28:15
Services [1] - 35:24
Shane [1] - 30:12
share [1] - 44:8
shares [1] - 8:17
shop [1] - 33:1
Shorthand [1] - 1:18
Show [2] - 5:5, 57:13
show [2] - 5:14, 27:24
sign [2] - 3:5, 18:15
SIGNATURE [1] - 55:1
signature [1] - 19:19
signed [2] - 7:1, 8:17
signs [1] - 17:24
Simpsonville [2] - 1:16, 2:11
site [1] - 33:16
six [2] - 15:21, 27:22
skip [1] - 35:20
small [14] - 8:6, 9:3, 10:1, 10:4, 27:14, 29:11, 29:20, 36:14, 36:15, 39:16, 47:17, 48:9, 48:15, 48:22
Smith [1] - 1:23
sold [1] - 23:16
Solution [5] - 8:18, 8:24, 32:20, 53:10, 53:11
solution [1] - 37:2
Solutions [5] - 3:24, 4:9, 6:17, 49:20, 52:11
SOLUTIONS [2] - 1:7, 2:8
sometimes [1] - 36:21
son [5] - 30:13, 30:22, 30:24, 31:8, 31:11
son's [1] - 15:13
sorry [9] - 13:12, 21:21, 24:2, 32:12, 34:7, 37:10, 43:1, 44:4
sound [1] - 31:14
SOUTH [3] - 1:1, 1:4, 2:2
South [5] - 1:16, 3:3, 56:3, 56:15, 56:20
specific [2] - 8:21, 10:15
specifics [1] - 23:10
spell [1] - 21:14
spend [2] - 48:17, 48:20
SPRENGER [4] - 1:11, 3:8, 55:3, 55:25
Sprenger [18] - 3:12, 5:8, 11:24, 15:25, 16:1, 26:3, 26:4, 30:21, 30:23, 30:25, 31:10, 42:10, 50:19, 50:23, 51:11, 52:1, 52:13
spring [1] - 30:16
St [1] - 2:5
start [4] - 3:14, 5:9, 40:8, 43:9
started [4] - 34:13, 42:2, 42:3, 43:22
starts [1] - 7:5
State [3] - 24:21, 56:3, 56:20
STATE [1] - 1:1
statement [4] - 24:13, 52:20, 52:23, 53:7
statements [1] - 26:19
States [2] - 32:14, 32:15
steel [6] - 22:12, 27:19, 30:11, 40:8, 40:9, 43:15
STEEL [2] - 1:8, 2:8
stenographically [1] - 56:8
still [7] - 26:24, 35:1, 37:13, 37:14, 44:25, 47:6, 54:9
stipulate [1] - 5:20
stipulated [2] - 3:1, 6:6
Stipulation [1] - 57:3
STIPULATION [1] - 3:1
store [1] - 27:19
stored [3] - 27:15, 27:25, 43:15
story [1] - 33:6
straight [1] - 8:16
Street [2] - 1:15, 2:10
stupid [1] - 44:23
subpoenaed [1] - 4:1
Suite [1] - 2:5
supplier [1] - 43:18
suppliers [8] - 22:13, 22:17, 22:20, 27:18, 34:14, 38:8, 38:10
supply [1] - 40:7
supposed [3] - 32:12, 41:2, 41:3
surprise [1] - 18:24
sworn [2] - 3:9, 56:6
system [1] - 51:1

T

table [1] - 9:15
TAKEN [1] - 1:17
tax [2] - 11:11, 49:19
taxes [2] - 8:15, 11:7
Terry [3] - 31:12, 31:13
testified [8] - 3:9, 15:21, 17:22, 26:23, 37:4, 37:11, 37:16, 39:4
testify [1] - 56:6
testimony [7] - 8:1, 9:9, 11:9, 44:13, 55:6, 56:7, 56:10
testing [1] - 23:6
Texas [1] - 35:25
THE [8] - 21:13, 21:15, 29:10, 34:7, 41:20, 47:17
theater [1] - 37:5
thereafter [1] - 56:8
thereof [1] - 56:13
thousand [2] - 37:17, 37:21
TIME [1] - 1:13
today [3] - 3:16, 11:9, 40:13
toilets [1] - 36:22
Tool [6] - 8:13, 8:17, 8:24, 48:4, 48:5, 48:11
Tools [2] - 4:22, 5:3
total [1] - 38:22
towards [2] - 9:19, 48:10
track [5] - 8:20, 10:11, 19:1, 19:5, 19:7
trail [2] - 11:6, 11:10
transaction [1] - 6:13
transactions [1] - 45:13
transcribed [1] - 56:9
TRANSCRIPT [1] - 2:14
transcript [2] - 3:6, 56:6
transcription [1] - 55:6
transfer [1] - 6:13
transferring [1] - 6:18
transfers [1] - 6:18
tried [1] - 9:5
truck [2] - 33:16, 33:20
trucks [1] - 33:15
true [2] - 55:5, 56:9
trust [1] - 44:18
trusted [1] - 44:21
truth [3] - 56:6, 56:7
try [2] - 10:25, 45:5
trying [9] - 7:24, 8:19, 9:12, 9:14, 9:17, 10:13, 13:1, 23:11, 25:5
turn [1] - 6:8
Turner [1] - 1:15
TURNER [1] - 2:9
twice [2] - 13:3, 30:15
two [4] - 10:23, 12:2, 12:20, 31:8
typed [1] - 56:9

U

uncommon [1] - 51:7
undersigned [1] - 55:3
unless [1] - 50:19
unusual [1] - 20:21
up [14] - 4:16, 8:21, 13:19, 14:21, 15:2, 15:3, 27:22, 27:24, 33:11, 36:22, 39:15, 42:24, 53:8, 53:10

V

varies [1] - 16:21
verify [1] - 39:7
Virginia [1] - 41:25
vs [1] - 1:6

W

W2 [1] - 16:12
waive [1] - 3:5
walking [1] - 34:18
WALL [1] - 2:4
week [4] - 33:19, 38:16, 39:6
weeks [4] - 13:4, 13:7, 13:10, 13:12
weird [2] - 19:23, 19:24
West [1] - 41:25
whole [1] - 56:7
wife [19] - 7:15, 11:1, 11:21, 12:17, 17:22, 18:8, 18:22, 21:4, 22:5, 33:14, 44:8, 44:18, 45:6, 45:25, 46:2, 50:23, 53:9, 53:11, 53:22
wife's [4] - 3:18, 3:21, 3:22, 12:11
willing [1] - 20:13
withdraw [9] - 14:7, 18:8, 18:11, 18:16, 19:6, 19:22, 20:21, 21:1, 50:23
withdrawal [3] - 20:23, 44:6, 51:4
withdrawals [5] - 18:18, 18:20, 19:2, 19:14, 44:6

Withdrawals [2] - 19:10, 57:15
withdrawing [1] - 19:6
withdrawn [1] - 35:16
withdrew [1] - 18:22
Witness [1] - 56:14
witness [1] - 14:13
WITNESS [7] - 1:11, 21:13, 21:15, 29:10, 34:7, 41:20, 47:17
wonderful [3] - 27:16, 33:6, 33:23
workers' [5] - 28:21, 36:4, 36:6, 53:19, 53:21
works [3] - 9:4, 49:13, 51:2
worth [2] - 10:5, 43:7
worthy [1] - 27:18
write [6] - 19:7, 22:13, 33:3, 45:24, 46:9, 50:14
writes [5] - 17:19, 17:23, 32:21, 51:3, 53:13
writing [2] - 7:15, 50:24
written [7] - 11:11, 11:13, 11:21, 14:22, 15:2, 15:3, 53:8
wrote [3] - 11:20, 33:8, 46:2

Y

yard [1] - 27:20
year [5] - 22:7, 30:7, 36:8, 49:21, 49:24
years [5] - 14:21, 15:5, 44:18, 48:5, 48:11
yourself [16] - 11:25, 12:6, 12:20, 13:5, 13:8, 13:11, 13:20, 14:3, 25:2, 38:4, 45:22, 47:7, 48:1, 48:6, 48:17, 49:4

Z

Ziegler [1] - 30:17

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF GREENVILLE

CHINA CONSTRUCTION AMERICA
OF SOUTH CAROLINA, INC.,

Plaintiffs,

Case No.: 2014-CP-23-1871

vs

MS PRODUCTION SOLUTIONS LLC
a/k/a MSPS STEEL FABRICATORS,

Defendants.

D E P O S I T I O N

WITNESS: PATRICIA SPRENGER

DATE: Monday, September 21, 2015

TIME: 9:59 a.m.

LOCATION: Law Offices of
Turner & Burney, P.C.
628 NE Main Street
Simpsonville, South Carolina

TAKEN BY: Attorneys for the Plaintiffs

REPORTED BY: GINA M. JOHNSON
Certified Shorthand Reporter
Registered Professional Reporter

APPEARANCES:

ATTORNEYS FOR PLAINTIFF
CHINA CONSTRUCTION AMERICA OF SOUTH CAROLINA, INC.:

BRUNER, POWELL, WALL & MULLINS, LLC
BY: CAITLIN CRESWICK HEYWARD, ESQ.
1735 St. Julian Place, Suite 200
P.O. Box 61110
Columbia, SC 29260-1110

ATTORNEYS FOR DEFENDANT
MS PRODUCTION SOLUTIONS LLC a/k/a MSPS STEEL FABRICATORS:

TURNER & BURNEY, P.C.
BY: RHETT D. BURNEY, ESQ.
628 NE Main Street
Simpsonville, SC 29681

ALSO PRESENT:

CAROLA ROBBINS, INTERPRETER
MANFRED SPRENGER

(INDEX AT REAR OF TRANSCRIPT)

CAROLA ROBBINS, being first duly sworn, testified as follows:

EXAMINATION

BY MS. HEYWARD:

Q. Good morning. I'm going to start off by asking Ms. Robbins some questions before we get into Patricia's testimony today.

(DEPO. EXH. 1, Resume, was marked for identification.)

BY MS. HEYWARD:

Q. As Plaintiff's Exhibit 1, I want to introduce into the record a copy of Ms. Robbins' CV.

Ms. Robbins, do you have any particular training or credentials as an interpreter?

A. Yes, I do. I went to the SDI college in Munich, which is the most renowned college for interpretation in Europe, and I got my degree in translation and interpretation there, and I graduated in 2008.

Q. In what languages?

A. English --

Q. English.

A. -- and German.

Q. And what is your native language?

A. German.

Q. How did -- and that's how you learned English or when did you start learning English?

A. I started learning English at the age of ten in school, normal elementary and then our -- in our German school system.

Q. Okay.

A. So I've been learning English for about 30 years now.

Q. How long did you spend in Germany and how long did you spend in the United States?

A. I spent -- before I first came to the states, I went 28 years in Germany, and with my husband being a retired Air Force, we moved to the States because he wanted to live in his own state for a while, his native state of South Carolina. So we started building a home. And then at the age of 31, I came over here permanently. So I spent about 30 years of my life in Germany and almost ten in the United States.

Q. Okay. How many times have you interpreted in court?

A. In court I've interpreted four times in South Carolina and at depositions five times.

Q. In South Carolina?

A. Yes, ma'am.

Q. What about in Germany, what kind of interpretation work did you do there?

A. I did technical translation for renewable sources of energy companies, so that was more of the technical side. Here in the States, it's very hard because people usually speak English or they find someone who speaks German and English, so technical interpreters are not really required. But I did not do any legal interpretation in Germany.

Q. In Germany?

A. Only translation. I did translate contracts and judgments, but no oral translation.

Q. Okay. And most of your translation in Germany was in English -- to English?

A. Into English and out of English, but also out of Spanish.

Q. Okay. I didn't realize you also know Spanish.

A. I do.

Q. And what other kind of interpretation work have you done?

A. This is pretty much it.

Q. Okay.

A. Well, within my family, when my husband wasn't fluent or wasn't able to speak German, I had to interpret back and forth between my parents and my siblings -- my siblings not so much because they were starting to learn then, but my mom and dad, they didn't speak English very well, so if that counts --

Q. Okay.

A. -- that would be --

Q. Okay. Are you a potential witness in this case?

A. No, I'm not.

Q. Do you know or work for any of the parties?

A. No, I don't.

Q. Do you have any other potential conflicts of interest?

A. No, I do not.

Q. Okay. Do you recognize this document that I handed you?

A. Yes. This is my resume.

Q. Is this a fair and accurate representation of your resume?

A. Yes. This is the one I sent through e-mail.

Q. Okay.

A. This is my resume.

MS. HEYWARD: Mr. Burney, do you have any questions?

MR. BURNEY: No questions.

MS. HEYWARD: All right. So we'll go ahead and get started. At this time we're going to swear in Ms. Sprenger.

STIPULATION: It is stipulated by and between Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, and that the deponent does not waive the right to read and sign the deposition transcript.

- -

PATRICIA SPRENGER, being first duly sworn, testified as follows:

EXAMINATION

BY MS. HEYWARD:

Q. Ms. Sprenger, will you please state your full name for the record?

A. Patricia Sprenger.

Q. Can you understand what I'm saying right now?

A. The easy English, yes.

Q. The easy English, okay.

How long have you lived in the United States?

A. 20 years now.

Q. 20 years?

A. Uh-huh.

Q. And you've spoken -- you've learned English. Did you know it before you came to the United States?

A. No.

Q. You learned it living here?

A. Yeah.

Q. Okay. If we don't need the interpreter to interpret what I'm saying, we can just proceed with the deposition. If you need help, just indicate that to me or to Ms. Robbins and she will interpret --

A. Okay.

Q. -- the questions that I ask you.

Have you ever had your deposition taken before?

A. No.

Q. If you can answer all of my questions in the affirmative, yes or no. This is our court reporter. She's taking everything down. So it

will be in a readable format, so uh-huh or uh-uh will not translate into the transcript. I need a yes-or-no answer from you. If you don't know the answer to a question, I don't know is also okay.

If you need a break, please let me know. I'll tell you that we've got two pregnant women in the room right now, so we will not go more than 45 minutes without taking a bathroom break. Hopefully this deposition will not last very long.

But if you need clarification of any of my questions, please ask me. Do not ask your attorney. The Rules of Evidence and the Rules of Civil Procedure provide that when we take a break, you are not allowed to discuss your testimony with Mr. Burney. You can talk to him about the weather, about how your garden's doing or anything like that, but you cannot talk about your testimony during those breaks.

A. Yeah.

Q. Do you understand why you're here today?

A. Yes.

Q. Have you had a chance to review the notice of deposition that was served upon you? No?

A. No.

Q. Do you recognize this document?

A. No.

Q. You do not?

A. No, because this is not my business.

Q. Is that your name on the top, Patricia Sprenger?

A. Where's my name? Oh, yes, sorry, that's my name.

Q. Do you recall a process server serving that document upon you?

MR. SPRENGER: No, I was at the door. Sorry.

THE WITNESS: No, not to me.

BY MS. HEYWARD:

Q. But you were aware that you had to appear today because you are here and --

A. Yes, he told me. My husband told me.

Q. Okay. All right.

A. Because I can't read this stuff.

Q. Okay. I'll take that back. Thank you. This will be Exhibit 2.

(DEPO. EXH. 2, Subpoena Duces Tecum in a Civil Case, was marked for identification.)

BY MS. HEYWARD:

Q. Have you reviewed any documents in preparation for today's deposition?

A. No.

Q. Did you bring any documents with you --

A. No.

Q. -- to the deposition?

Have you spoken with Mr. Burney about the deposition today?

A. Yes.

Q. Did you talk about the content of what your testimony would be?

A. I don't understand you. Sorry.

(The interpreter interprets the question.)

THE WITNESS: Yeah.

BY MS. HEYWARD:

Q. You did? Did you retain Mr. Burney as your lawyer personally?

A. No, not me.

Q. Okay. What did you talk to Mr. Burney about in preparation for your deposition? What was the content of that conversation?

A. He only explained to me what was going to happen during the deposition.

Q. Okay. So just generally the process?

A. Because the company does not belong to me. It is none of my business.

Q. Well, what is your business, and we will

get into it, is why you're here today. We are talking about some transfers that were made to you personally.

A. I'm a homemaker.

Q. Okay. We'll get there.

All right. Mr. Sprenger testified in court back in June that you have never worked for MSPS. Is that correct?

A. I go only sometimes in for cleaning the business and put things on paper in folders. This is all what I do sometimes, not there often.

Q. Okay. So you're not an employee of MSPS?

A. No, I'm not.

Q. You have never been an employee of MSPS?

A. No, I've never been.

Q. You've never been paid as an employee of MSPS?

A. No, I never get money.

Q. Okay. You never had a W2 --

A. No.

Q. -- with MSPS?

A. No.

Q. Okay. Do you have access to the MSPS business account, checking account?

A. Only I can sign checks, but I don't know

what is going on. It's a business account.

Q. So you have authority to write checks out of the business account?

A. I can sign the paychecks when he's out of town.

Q. Okay.

A. Otherwise, no.

Q. You do that as a nonemployee of the company?

A. Yes.

Q. Okay.

A. I'm on the account for signing.

Q. Okay. Do you withdraw money from the business account?

A. No, never.

Q. Have you ever withdrawn money from the business account?

A. Never. Never.

Q. Do you recall withdrawing money from the business account in 2012 in the amount of $5,000?

A. No.

Q. You do not, okay.

A. Not I know of.

Q. Would you recognize your signature if you saw it?

A. I can recognize my signature.

Q. Okay. Are you familiar with this lawsuit?

A. Not really.

Q. You're not.

Did Mr. Sprenger tell you about this lawsuit?

A. He told me a little bit, but this is his business, and this is not my business.

Q. So does he tell you about his business at all?

A. Not really.

Q. So he doesn't communicate if he's having problems with his business to you?

A. He tells me when the people are not paying him, but I don't know what is going on with every customer or -- I don't know.

Q. Are you --

A. It's his business.

Q. Okay. Are you familiar with China Construction?

A. I hear the name, but I can't tell you nothing.

Q. Are you familiar with any financial problems that MSPS has?

A. No, I'm not.

Q. Okay. Do you receive monthly payments from MSPS?

A. No, I'm not. This is his paycheck.

Q. Really? Okay.

(DEPO. EXH. 3, Copies of Checks, was marked for identification.)

BY MS. HEYWARD:

Q. I'm going to hand you a document.

A. Okay. Yeah.

Q. Do you recognize this document?

A. Yes, I recognize this, yes.

Q. Okay. And who does it say pay to the order of?

A. It's my name.

Q. And is this a check made to you from MSPS?

A. Yes.

Q. Okay.

A. But it's his salary. It's his paycheck or what you say here when he gets his money. It's a paycheck or what?

Q. It's your testimony that the check written out to you is for salary?

A. Yeah, but it's not my money.

Q. Okay. Just to -- just as a friendly reminder, our court reporter is taking down

everything we say.

A. Okay.

Q. So I know the tendency in normal conversation is to respond and sometimes we talk over each other, but for the purposes of the record, so it will read clearly, I'll try and wait for you to finish what you have to say if you wait for me to finish what I have to say.

Okay. So it's your testimony today that the check that's written in your name for $7,000 --

A. Yes.

Q. -- is not actually for you, it's for your husband, it's his salary?

A. Yes.

Q. Do you recall -- if you flip to the second page of Exhibit 3, do you recall this check dated 4/28/2014 in the amount of $7,000 made out to you in your name?

A. Yes.

Q. Did you deposit that check in a bank account?

A. I deposit this, yes, in our private account.

Q. In your private account?

A. Yes.

Q. Okay. Do you recognize the check on page 3 dated May 14, 2014?

A. Yes.

Q. That's in the amount of $1,600, correct?

A. It's my name on, yes.

Q. Right. Do you know why that number is different than the usual $7,000 number?

A. No, I don't know, no.

Q. You don't know why you get --

A. No.

Q. -- that money?

A. No.

Q. Okay. Flip to page 6, the sixth page of that document. It's a check in the amount of $27,000 made out to you?

A. Yes.

Q. Do you recognize that document?

A. Yes.

Q. That's a check made out to you in your name?

A. Yes.

Q. Which you deposited in your personal account?

A. Yes.

Q. Would that be your account at First

Citizens?

A. Our account.

Q. It --

A. Our private account.

Q. That would be your private account at First Citizens?

A. My husband and mine.

Q. It's a joint account?

A. Yes.

Q. The joint account at First Citizens?

A. Yeah.

Q. Okay. Do you have any idea why this check was written?

A. Yes.

Q. Why?

A. He gave me the check because it was easier. It's his money. When he puts his name in, a lot of time he forgets signing the check, and this is I say, can you put my name in? Then I don't have to remember him signing the check. And why he put -- gave me $27,000, I don't know.

Q. You don't know?

A. No.

Q. Okay.

A. He says I have to put this in the bank.

Q. All right. Skip the next check --

A. Yes.

Q. -- which is another $7,000 check, to the following one. This is a check in the amount of $70,000 made out in your name?

A. Yes.

Q. Do you recognize this check?

A. Yes.

Q. Do you know why the number is $70,000?

A. No, because he said put this in the account, and then later he puts this back in his business account when he needed some money.

Q. Is it your understanding that this was a loan?

A. No, it's not a loan.

Q. Have you ever made a loan to MSPS?

A. No, never.

Q. So is your testimony that -- or explain to me why he writes a $70,000 check to you.

A. The same, because when he writes a check for our private account or for -- then he forgets signing the check, and it's easier for me. Then I can sign the check, take this to our bank because I'm -- I am not signing -- when he signs the check, I'm not signing with his name. I'm not lying or

anything to the bank.

And it's easier for me take the check to the bank because every time on the beginning I had to remind him, please sign the checks, you forgot signing the checks, and this is why he puts the name -- my name on.

Q. You mentioned earlier that he puts money in your joint personal account and puts it back in the business account?

A. Yes.

Q. Do you know why that is?

A. I think when he needs money, then he puts it back in the business account.

Q. So when he needs money, he puts money in his personal account from the business account, and when the business needs money, he puts money --

A. No, no, he's not -- when -- not -- you have to help me translating this. It's too much now.

Q. Okay. I'll break it down a little bit.

A. Okay.

Q. I'm sorry. Is it your understanding that when your husband needs money in your personal account, he moves it from the business account into the personal account?

A. No, he doesn't need money for the private account. I don't know why he puts money in the private account from the business account, but it's not he needs it. But I know only when he needs it back to the business account, he takes it back, puts it to the business account for paying his bills. This is all what I know.

Q. So you understand that he takes money from your personal account and puts it into the business account?

A. Yeah, when he needs. He has to pay his bills. It's a business account. And because the other -- the people are not paying his -- the bills.

Q. When he has to pay the company bills?

A. The company bills, yeah, because sometimes he makes work and the people are not paying him for it.

Q. All right. If you will please flip to the last page. This is a check to you in the amount of $60,000?

A. Yes.

Q. That's dated May 27, 2015?

A. Yes.

Q. Were you aware that the Court put an

injunction on MSPS from transferring any assets before this -- the date this check was written?

A. No, I don't understand.

Q. Do you need her to interpret that question?

A. Yes. I don't know what she means.

(The interpreter interprets the question.)

THE WITNESS: No.

BY MS. HEYWARD:

Q. Would it surprise you to know that?

A. No, because I don't have to do anything with the business.

Q. Okay. Who is Marcell Sprenger?

A. My son.

Q. Does he do any work for you personally?

A. Personally, no.

Q. So if you were to write him a check, it would be -- is he an employee of MSPS?

A. He was --

Q. He was?

A. -- an employee, yes.

Q. When did he become unemployed with MSPS?

A. Was in April this year.

Q. April of this year?

A. Yeah, I think was April this year, yeah.

Q. What about Diana Sprenger?

A. Is my daughter.

Q. Is she an employee of MSPS?

A. Yes, she is.

Q. Is she still employed with MSPS?

A. Yes, she is.

Q. What about David Schemanski, do you know who that is?

A. I think he works for the company.

Q. Okay. Has he ever done any work for you personally?

A. No, no.

Q. Has your daughter done any work for you personally?

A. No. What kind of work?

Q. I'm just asking because I have checks here in which you've written from the business account to these people signed by -- with your signature, so I'm just trying to understand.

A. Can this be the salary as a paychecks?

Q. It could be.

A. Okay.

Q. I'm asking you.

A. No, she never was doing private business for me.

Q. Okay.

A. Or what you want to know here?

Q. That is my question, yes.

A. Okay.

Q. I'm going to go back to the monthly payments. Did you spend that money?

A. Yes.

Q. What did you --

A. We spent the money.

Q. You both spent the money?

A. Yes.

Q. What did you spend it on?

A. Like everybody, pays the bills, the mortgage, the food.

Q. What bills did you pay?

A. It just -- okay. The mortgage, the power, the water, the gas, the food, the cars, the -- what else?

Q. How do you pay those bills?

MR. SPRENGER: With money.

BY MS. HEYWARD:

Q. Do you pay them online? Do you pay them with credit card? Do you pay them with a check?

A. Online, checks.

Q. Okay. Do you pay the power bill with a

check?

A. No, online.

Q. You pay the power bill online?

A. Yes.

Q. Do you have records of receipts of the power bills that you've paid online?

A. Yeah.

Q. You do? Yes?

A. Receipts?

Q. Yes.

A. Yeah, I have receipts.

Q. If I asked you to retrieve those, could you retrieve those for me?

A. Yes, sure.

Q. What about the water bill, how do you pay the water bill?

A. Water bill is with check.

Q. With a check?

A. Yes.

Q. Do you have records of those checks?

A. Yeah.

Q. If I asked you to retrieve those checks, could you retrieve them --

A. Yes.

Q. -- for me?

A. Yes.
Q. The mortgage, how do you pay the mortgage?
A. With check.
Q. With a check?
A. Yes.
Q. Same, you could get those records for me?
A. Yes.
Q. What other bills?
A. I pay the car.
Q. Okay. How do you pay the car bill?
A. Sometimes check, sometimes online.
Q. And what account is that car bill with? Who has -- how do you pay that?
A. With the private, with the First Citizens account.
Q. The First Citizens account?
A. Yeah.
Q. Your car payment is with First Citizens?
A. It's not -- I pay the car from my First Citizens account -- our First Citizens account.
Q. And then who do you pay -- who has your car payment? Who do you pay?
A. BMW.
Q. BMW?
A. Yes.

Q. Okay. Is that a loan agreement that you have with BMW? Do you have a financing plan?

A. No. What is the other name? Not --

MR. SPRENGER: Lease.

THE WITNESS: Lease.

BY MS. HEYWARD:

Q. You have a lease?

A. Yeah.

Q. So you pay your car lease?

A. Yes, yes.

Q. Okay. Do you have records of receipts of that?

A. Yes.

Q. Do you only pay one car bill? Is it just one car?

A. Yes.

Q. So you lease one vehicle?

A. We lease one vehicle, yeah.

Q. Okay. Do you pay for any other vehicles?

A. No.

Q. No. Do you pay for your children's vehicles?

A. No.

Q. No.

What about the $60,000 check that you

received most recently, have you spent that money?

A. No.

Q. Where is that money?

A. We spent some money because we had some people in Germany -- people died in my family.

Q. Okay. Do you know where that money is?

A. Yes.

Q. Where is it?

A. At home some.

Q. How much?

A. I don't know exactly how much.

Q. Did you give the money to other people?

A. No.

Q. No. What did you use the money for? You indicated that some family members died. Did you use it to pay funeral expenses?

A. I help my mom paying, yes.

Q. And how much was that?

A. Excuse me. I -- I have to go home and count everything together. Then I can tell you exactly.

Q. Estimate for me.

A. It has nothing to do with the --

Q. It does. This is very relevant, Ms. Sprenger. I understand that this is emotional

for you, but it is necessary that I ask you these questions.

A. And I -- and I buy me sometimes something with the money. Is this wrong?

Q. What do you buy with the money?

A. I go and get my nails and I go buy clothes and go on vacation.

Q. Where do you vacation?

A. It is private where I go on vacation.

Q. It's not private. This is -- this is information that I must ask you about.

A. We go to the mountains or we go on a weekend somewhere.

Q. Where in the mountains?

MR. SPRENGER: Jesus Christ.

THE WITNESS: Uh-huh.

BY MS. HEYWARD:

Q. Ms. Sprenger, if you're not willing to answer these questions, we can ask the judge to ask you to answers the questions --

A. This will be fine.

Q. -- at a hearing.

A. I will -- we go to Asheville. We go to Gatlinburg. This is - and I buy clothes for me. I buy stuff for my grandkids.

Q. How much -- do you have any of the money in cash at this time?

A. Yes.

Q. How much?

A. I'm not exactly sure.

Q. You're not exactly sure out of $60,000 how much is in cash?

A. I think around 50.

Q. 50?

A. Yeah.

Q. You have $50,000 in cash right now?

A. I think, yeah.

Q. Is it at your home?

A. Yes.

Q. Where in your home?

MR. SPRENGER: We are not going to say that because that's --

MS. HEYWARD: Excuse me. You may not speak. You're not being deposed at this time.

THE WITNESS: In my bedroom.

BY MS. HEYWARD:

Q. In your bedroom?

A. Yes.

Q. So you've spent approximately $10,000 of the $60,000 on other things like bills. Is that

correct?

A. Not bills. I didn't say bills. I pay my bills with my --

Q. The 7,000?

A. The $7,000, what he takes out for his work at the company.

Q. Okay.

A. Because we have to pay the bills with something.

Q. Other than the First Citizens account, do you have any other bank accounts in the United States?

A. No.

Q. Do you have any bank accounts outside of the United States?

A. No.

Q. Do you have any private investment accounts?

A. Me?

Q. Yes.

A. Not me.

Q. Personally.

A. I don't know, no. I don't have stuff like this.

Q. Stock?

A. No.
Q. IRA?
A. What is IRA?
Q. An IRA, 401K?
A. No.
Q. A retirement?
A. No, I don't have any retirement.
Q. Do you have any insurance like life insurance policies?
A. No.
Q. Any other kind of insurance policies?
A. No.
Q. No mutual fund?
A. What is mutual fund?
Q. You don't have a mutual fund I'm assuming. You don't have any other kind of investment accounts?
A. No.
Q. It's another type of investment account.
A. No, no.
Q. Do you retain Mass Mutual for any reason? Do you have an account with Mass Mutual?
A. Me?
Q. Yes.
A. No.

Q. Okay. So First Citizens is your only banking relationship?

A. It is only my banking. I don't have another bank account.

Q. Do you loan anybody any money? Do you enter into any loan transactions?

A. No.

Q. No, okay.

Since June 2015, has MSPS written you any more checks?

A. June 2000 -- I think was one month he didn't pay. Now, I can tell you, yes, I took $7,000 for putting in the bank account from the 60,000, yeah, because one month he was not paying because he didn't have the money for paying.

Q. Okay. So from the 60,000 you -- I'm sorry. Go ahead. You can finish.

A. Last month -- end of last month or beginning of this month, he -- yeah, he paid $7,000 again, but we put -- I put that money back from the 60,000 because he was -- he didn't have the money he said.

Q. Since June you've received one $7,000 check?

A. June, July, August. One or two. I

can't -- I have to check. I have to look up.

Q. Okay. Any other checks for any other amount of money?

A. No.

Q. Does MSPS give you any other kind of payment in the form of -- does MSPS pay your cell phone bill or any of your other bills?

A. No. I pay all of it with this money, the 7,000, all bills from home.

Q. So that's the only kind of --

A. Yes, yes.

Q. Okay. Just for the record, I'm going to finish that. I know that you know what I'm going to ask.

But the $7,000 checks and the checks in the other amounts that we've mentioned, those are the only types of contributions or payments that you receive from MSPS. Is that correct?

A. Yes.

Q. Okay. Just briefly. This is Exhibit 4.

(DEPO. EXH. 4, Copies of Checks, was marked for identification.)

BY MS. HEYWARD:

Q. Ms. Sprenger, I just handed you what I've marked as Plaintiff's Exhibit Number 4. Do you

recognize these documents?

A. These are our checks what I or my husband wrote.

Q. Okay. So these are copies of checks from your joint First Citizens account. Is that correct?

A. Yes.

Q. Okay. On the first page on February 4, 2014, the third check down, there is a check signed by you to MSPS in the amount of $6,000?

A. Yes.

Q. Explain that to me.

A. Because he said he needs money for paying the people, the paychecks for the people who work for him, and he said, please, can you write me a check.

Q. Okay. Did you understand that to be a loan?

A. No. Why a loan? This is money what he puts in the private account, and when he needs money back in the business account, then he puts it back in the business account. Why is this a loan?

Q. It's not a loan?

A. No, it's not a loan.

Q. Okay. Is this a gift?

A. No, it's not a gift.

Q. Then what is it?

A. This money, this is when he puts money in the private account, and he needs money back for paying the paychecks for the people or paying bills, then we put back or he -- sometimes he says can you write me a check. Other times he writes a check when he needs money in the company. Why is this a loan? He puts it --

Q. Okay.

A. He puts it back in the private account, and the most money's going back to the business account.

Q. Do you expect to be paid the $6,000 back?

A. No.

Q. No, okay.

A. No.

Q. All right. If you can go to the third page, please. On April 3, 2014, there is a check, second one down, it's made payable to the order of cash in the amount of $7,000?

A. Yes.

Q. Do you know where that cash is at this time?

A. I think it's gone.

Q. What did you spend it on?

A. Sorry, I don't know. I can't remember what I was doing with the money. It's over a year ago.

Q. Is there something that can help you remember?

A. No.

Q. No?

A. I can be -- I took this home because I don't like this -- having too much money in the bank. And I think later I put -- sometimes I put this back when I need this in the account. Nobody can tell me how much money I have to -- can take out or I have to leave in the account.

Q. That's true. You have the right to do that.

A. Yes.

Q. But I'm just trying to figure out where the money is. Is it your testimony that this money is in cash in your home?

A. No, not now anymore. This is gone, I think. It's over a year.

Q. Okay. If you look one, two, three more down, there's another one for $6,000 made payable to the order of cash?

A. Yeah, I think this is the same. Sometimes I take out and sometimes I take back.

Q. Okay. 4/24/14, there's one that's significantly larger in the amount of $29,000. Do you know where that money is?

A. I think I took this out, but then sometimes he need -- put cash back in his business account. When you look on his business account, then you can see sometimes he puts cash back, and this is when he needs it for paying because we are not leaving this much money on the private account because I don't trust the banks anymore.

Q. I understand. I'm just trying to determine if that money is available in cash in your home?

A. No, no, it's not.

Q. How much cash do you have in your home?

A. I think $50,000 right now.

Q. Okay. So of the $60,000 check that you recently received, you have $50,000 and that is the entire amount of cash --

A. This is all what I have -- what we have at home.

Q. Is that also your testimony in regard to the first check on page 4 in the amount of

$1,554.63?

A. Sorry, what page?

Q. It's the fourth page. Can you explain what that is?

A. I can't remember. I can't read this.

Q. Is that your signature on the bottom right?

A. Yes. No, I can't remember what this is, and I can't read this. I don't know.

Q. Okay. That's fine.

Flip to the next page. Third check down, another withdrawal for $20,000 on November 13, 2014. Do you recall what you did with that money?

A. The most times when I had some money cash, look at his account, we put money -- most money back in the business account for paying bills.

Q. Okay. And I know this seems repetitive to you, but I'm going to go through each of these, and if the testimony is the same, you can tell me that.

A. Okay.

Q. Flip to the next page. I don't see anything there. All right. Next one. All right. Let's skip to the last page. First check, there's another withdrawal, $1,339.16. And then there's another one below that, a withdrawal of $50,000

just a couple of months ago, June 4, 2015. Can you please explain those two checks to me? Those appear to be withdrawals, not made to cash.

A. The 50 -- what was the other check?

Q. They appear to be withdrawals in cash from your First Citizens account. The first one is numbered 1152916 in the amount of $1,339.16.

MR. SPRENGER: The first check at the top?

BY MS. HEYWARD:

Q. Yes. It appears to be a cashier's check.

A. I think this was he needed this for the -- paying the galvanizer or what is the real name?

MR. SPRENGER: Galvanizer.

THE WITNESS: Galvanizer, yes, he needed money for paying the galvanizer.

BY MS. HEYWARD:

Q. That's what he told you?

A. Yes.

Q. And so that's why you took out the cashier's check?

A. Yeah, because I think he doesn't have enough in the -- in the account. When we take out, we take back.

Q. Is there a reason why you're making all these transactions in cash or cashier's check

rather than just writing a check to the company itself?

A. He said the galvanizer he wants a cashier's check. I don't know why.

Q. Okay. What about the other transactions in which you withdraw money in cash for -- so that he may pay the company bills, why not just write MSPS a check directly?

A. Because I can't write the check for $50,000 from my account when I have the money cash in at home. Then I don't have this on my account.

Q. This is a withdrawal from the --

A. This is withdrawal, but I think this other 50,000 what I have at home. The other money 50,000 he puts back in the account, or 60,000, what you said.

Q. Okay. So --

A. I have 50,000. This is what I have at home. Because every time when we have money at home, he takes the money, puts this back in the account, and you can see this on his business account how often he puts cash back in the business account or a check or from our account.

Q. Okay. So earlier you testified the $20,000 check written on November 13, 2014, I

believe it's page 5, third check down --

A. Sorry, I can't remember --

Q. You cannot remember --

A. -- everything.

Q. You can't remember what you did with $20,000 last --

A. I didn't spend $20,000. This is when he needs money and he puts it back in the account here, and so a check -- he puts 40,000 back in the account somewhere I saw this.

Q. So my question to you is why are you withdrawing $20,000 in cash rather than writing a check to MSPS directly for $20,000 if it's for business purposes?

A. Yeah, because I take the cash home, and since this can be months later or weeks later, he'll say, I need the money back, and then I have the money at home. Then I -- he takes the cash and puts this back.

Otherwise, I have to go -- I have to go to the bank, put this back in my account or our account, and then he writes a check or I and puts it in the business account.

Q. So when you withdraw the $20,000, he didn't say I need $20,000. You withdrew it because

you don't like having a lot of money in the bank. Is that correct?

A. When we have money like this in the bank, we don't like having this in the account. We get cash, then it's at home, and then when he needs money, then he takes the cash and brings it to his business account.

Q. Did he take the entire $20,000 in cash from you?

A. I don't know. A couple times he takes money. I don't know exactly all the time how much. One time I saw was 40,000. He wrote the check. I don't know.

Q. Okay. So it's your testimony that you don't know what happened to $20,000 that you took out in cash from your First Citizens account?

A. No, I said he takes the money back to the account, but I don't know was it 20,000 or 18,000 or 15,000. I don't know the exactly sum, but I know he takes the money back in the business account for paying bills.

Q. So there could have been cash left over from that $20,000 withdrawal. Is that correct?

A. No, I have only -- we have only $50,000 at home. When something -- it's nothing left over.

We spent or he pays back in his business account.

Q. Okay. How much is your monthly electricity bill?

A. Around -- depends of -- I think last month's was around 250, $60, but I can't say this exactly.

Q. Okay. How much is your water bill monthly?

A. The water bill, it's over $200.

Q. Okay. How much is your mortgage?

A. The mortgage is 2200 something.

Q. How much is your car payment?

A. Around 800. I can't say exactly the --

Q. $800 a month?

A. Yeah, near $800, yeah.

Q. When is your lease up on your car? When does your lease run?

A. We have this now for a year. I think we have this for -- I think two years or two and a half years.

Q. Okay. You testified earlier that you go on vacation. How much money do you spend to go on vacation?

A. I don't know.

Q. How many times have you been on vacation

in the last two years?

A. A couple times we had to go to Germany because our parents died.

Q. And how long were you in Germany?

A. The last time when I was was in January. I think I was two weeks over when my dad died.

Q. You were there for two weeks?

A. Around.

MR. SPRENGER: Quit it now.

THE WITNESS: Be quiet. I can handle this.

MS. HEYWARD: Mr. Sprenger, I'm going to direct you not to speak during the deposition. You'll have your turn to speak when I take your deposition.

BY MS. HEYWARD:

Q. And how much money did you spend when you went over to Germany?

A. I don't know.

Q. Can you ballpark it?

A. What does this mean?

Q. Can you guess?

A. Guess, I think 7, $8,000.

Q. How much was your plane ticket?

A. I don't know exactly because he books this

for me. I don't know because, on this time, I was not thinking how much my ticket is.

Q. Okay. So you spent maybe 7 to $8,000 --

A. Yeah, with ticket.

Q. -- in Germany?

Okay. And you went once this last year?

A. No, last year I -- this year I went. Last year I went twice because of my dad.

Q. Okay. What about the year before that?

A. The year before -- I have to think. Was this the year when your dad died?

MR. SPRENGER: Uh-huh.

THE WITNESS: I think it was the year when his dad died.

BY MS. HEYWARD:

Q. 2013?

A. I think was 2013 or '12. I think was 2013.

Q. And how long were you in Germany?

A. I can't remember.

Q. A week?

A. I think a week.

Q. Both times?

A. Sometimes I'm a week or two weeks. I can't remember exactly --

Q. Okay.

A. -- how many days I'm going. I have family over or we have family.

Q. Okay. Any other major expenses in the last two years? Because you've testified that your bills are a couple thousand dollars in a mortgage payment, a couple hundred dollars here and there for electricity and for water, and then you have a payment on your car, and I understand those expenses add up, but I'm just trying to figure out where these large numbers are coming from that are withdrawn in cash, because if you subtract that, it doesn't seem like there's an even money coming in, money coming out.

A. When I count this together, I know I pay my bills. I pay clothes. I have grandkids that get something. I have kids. And I can go out for dinner with my kids or buy something for my kids, and the large amount is going back on the business account. Can you look at his account, please? Then you can see where the money's going back.

Q. I have looked at his account, Ms. Sprenger.

A. Okay. So you'll see --

Q. I'm just trying to understand. I

understand --

A. I can't say because I can count and I --

Q. I understand this is difficult for you, and I appreciate you being here, but I have to ask these questions.

A. This is okay, and I can give the answers only what I know. I tell you the money is we taking out and putting back.

Q. Okay. Do you pay for your clothes and when you go out to eat and things for your grandchildren, is all of that paid for in cash?

A. Or I take the debit card.

Q. From the First Citizens?

A. From the First Citizens.

Q. Okay.

A. Or the cash. Most I like paying cash because I'm German.

Q. And Mr. Sprenger did not -- or did Mr. Sprenger tell you why he was writing you the check for $60,000?

A. No.

Q. Okay. Please answer any questions Mr. Burney has.

MR. BURNEY: I have none.

MS. HEYWARD: Thank you.

(Off-the-record discussion.)

MS. HEYWARD: If we can just go back on the record briefly. Mr. Burney, I would like to hold this deposition open pending continued discovery. We may need to come back and question Ms. Sprenger again regarding --

MR. BURNEY: Okay.

MS. HEYWARD: -- where the cash is. Thank you.

(The deposition concluded at 10:54 a.m.)

SIGNATURE OF DEPONENT

I, the undersigned, PATRICIA SPRENGER, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

PATRICIA SPRENGER, Date

CERTIFICATE OF REPORTER

I, Gina M. Johnson, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify:

That the foregoing deposition was taken before me on the date and at the time and location stated on page 1 of this transcript; that the deponent was duly sworn to testify to the truth, the whole truth and nothing but the truth; that the testimony of the deponent and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed; that the foregoing deposition as typed is a true, accurate and complete record of the testimony of the deponent and of all objections made at the time of the examination to the best of my ability.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 21st day of September, 2015, at Columbia, Richland County, South Carolina.

Gina M. Johnson

Gina M. Johnson
RPR, CSR, Notary Public,
State of South Carolina
at Large.
My Commission expires
October 1, 2023.

I N D E X

	Page
Stipulation	7
EXAMINATION OF CAROLA ROBBINS BY MS. HEYWARD	3
EXAMINATION OF PATRICIA SPRENGER BY MS. HEYWARD	7
Certificate of Reporter	51

E X H I B I T S

Plaintiffs'

1	Resume	3
2	Subpoena Duces Tecum in a Civil Case	10
3	Copies of Checks	15
4	Copies of Checks	34

$

$1,339.16 [2] - 39:24, 40:7
$1,554.63 [1] - 39:1
$1,600 [1] - 17:4
$10,000 [1] - 30:24
$20,000 [11] - 39:12, 41:25, 42:6, 42:7, 42:12, 42:13, 42:24, 42:25, 43:8, 43:15, 43:23
$200 [1] - 44:9
$27,000 [2] - 17:15, 18:21
$29,000 [1] - 38:4
$5,000 [1] - 13:20
$50,000 [6] - 30:11, 38:18, 38:20, 39:25, 41:10, 43:24
$6,000 [3] - 35:10, 36:14, 37:24
$60 [1] - 44:5
$60,000 [6] - 21:21, 27:25, 30:6, 30:25, 38:19, 48:20
$7,000 [10] - 16:10, 16:17, 17:7, 19:3, 31:5, 33:13, 33:19, 33:23, 34:15, 36:21
$70,000 [3] - 19:5, 19:9, 19:19
$8,000 [2] - 45:23, 46:3
$800 [2] - 44:14, 44:15

'

'12 [1] - 46:17

1

1 [5] - 3:8, 3:11, 51:6, 51:22, 52:12
10 [1] - 52:13
10:54 [1] - 49:10
1152916 [1] - 40:7
117 [1] - 1:24
13 [2] - 39:12, 41:25
14 [1] - 17:2
15 [1] - 52:14
15,000 [1] - 43:19
1736 [1] - 2:5
18,000 [1] - 43:18

2

2 [3] - 10:20, 10:21, 52:13
20 [2] - 8:4, 8:5
20,000 [1] - 43:18
200 [1] - 2:5
2000 [1] - 33:11
2008 [1] - 3:20
2012 [1] - 13:20
2013 [3] - 46:16, 46:17, 46:18
2014 [5] - 17:2, 35:9, 36:19, 39:13, 41:25
2014-CP-23-1871 [1] - 1:6
2015 [5] - 1:12, 21:23, 33:9, 40:1, 51:14
2023 [1] - 51:22
21 [1] - 1:12
21st [1] - 51:14
2200 [1] - 44:11
250 [1] - 44:5
27 [1] - 21:23
28 [1] - 4:13
29072 [1] - 1:24
29260-1110 [1] - 2:6
29681 [1] - 2:11

3

3 [7] - 15:5, 16:16, 17:2, 36:19, 52:4, 52:12, 52:14
30 [2] - 4:8, 4:19
31 [1] - 4:18
34 [1] - 52:15

4

4 [7] - 34:20, 34:21, 34:25, 35:8, 38:25, 40:1, 52:15
4/24/14 [1] - 38:3
4/28/2014 [1] - 16:17
40,000 [2] - 42:9, 43:12
401K [1] - 32:4
45 [1] - 9:7

5

5 [1] - 42:1
50 [3] - 30:8, 30:9, 40:4
50,000 [3] - 41:14, 41:18
51 [1] - 52:7

6

6 [1] - 17:13
60,000 [4] - 33:14, 33:16, 33:21, 41:15
61110 [1] - 2:5
626 [2] - 1:15, 2:10

7

7 [4] - 45:23, 46:3, 52:3, 52:6
7,000 [2] - 31:4, 34:9

8

800 [1] - 44:13
803-359-5705 [1] - 1:25

9

9:59 [1] - 1:13

A

a.m [2] - 1:13, 49:10
a/k/a [2] - 1:8, 2:8
ability [1] - 51:11
able [1] - 6:2
access [1] - 12:23
accordance [1] - 7:11
account [85] - 12:24, 13:1, 13:3, 13:12, 13:14, 13:17, 13:20, 16:21, 16:23, 16:24, 17:23, 17:25, 18:2, 18:4, 18:5, 18:8, 18:10, 19:11, 19:12, 19:21, 20:8, 20:9, 20:13, 20:15, 20:24, 20:25, 21:2, 21:3, 21:5, 21:6, 21:9, 21:10, 21:12, 23:17, 26:12, 26:15, 26:16, 26:20, 31:10, 32:19, 32:22, 33:4, 33:13, 35:5, 35:20, 35:21, 35:22, 36:4, 36:11, 36:13, 37:12, 37:14, 38:8, 38:11, 39:15, 39:16, 40:6, 40:22, 41:10, 41:11, 41:15, 41:21, 41:22, 41:23, 42:8, 42:10, 42:21, 42:22, 42:23, 43:4, 43:7, 43:16, 43:18, 43:21, 44:1, 47:20, 47:22
accounts [4] - 31:11, 31:14, 31:18, 32:17
accurate [3] - 6:22, 50:5, 51:9
add [1] - 47:10
affixed [1] - 51:14
age [2] - 4:4, 4:17
ago [2] - 37:4, 40:1
agreement [1] - 27:1
ahead [2] - 7:7, 33:17
Air [1] - 4:14
allowed [1] - 9:14
almost [1] - 4:19
ALSO [1] - 2:13
AMERICA [2] - 1:4, 2:2
amount [14] - 13:20, 16:17, 17:4, 17:14, 19:4, 21:20, 34:3, 35:10, 36:21, 38:4, 38:21, 38:25, 40:7, 47:19
amounts [1] - 34:16
answer [5] - 8:23, 9:3, 9:4, 29:19, 48:22
answers [2] - 29:20, 48:6
appear [3] - 10:14, 40:3, 40:5
APPEARANCES [1] - 2:1
appreciate [1] - 48:4
April [4] - 22:23, 22:24, 22:25, 36:19
Asheville [1] - 29:23
assets [1] - 22:1
assuming [1] - 32:15
AT [1] - 2:16
attorney [1] - 9:12
attorneys [1] - 1:17
ATTORNEYS [2] - 2:2, 2:7
August [1] - 33:25
authority [1] - 13:2
available [1] - 38:14
aware [2] - 10:14, 21:25

B

ballpark [1] - 45:20
bank [13] - 16:20, 18:25, 19:23, 20:1, 20:3, 31:11, 31:14, 33:4, 33:13, 37:11, 42:21, 43:1, 43:3
banking [2] - 33:2, 33:3
banks [1] - 38:12
bathroom [1] - 9:8
become [1] - 22:22
bedroom [2] - 30:20, 30:22
beginning [2] - 20:3, 33:19
belong [1] - 11:23
below [1] - 39:25
best [1] - 51:10
between [2] - 6:3, 7:10
bill [12] - 24:25, 25:3, 25:15, 25:16, 25:17, 26:10, 26:12, 27:14, 34:7, 44:3, 44:7, 44:9
bills [23] - 21:7, 21:12, 21:14, 21:15, 21:16, 24:13, 24:15, 24:19, 25:6, 26:8, 30:25, 31:2, 31:3, 31:8, 34:7, 34:9, 36:6, 39:16, 41:7, 43:21, 47:6, 47:16
bit [2] - 14:7, 20:20
BMW [3] - 26:23, 26:24, 27:2
books [1] - 45:25
bottom [1] - 39:6
Box [1] - 2:6
break [4] - 9:5, 9:8, 9:13, 20:20
breaks [1] - 9:18
briefly [2] - 34:20, 49:3
bring [1] - 11:2
brings [1] - 43:6
BRUNER [1] - 2:4
building [1] - 4:17
BURNEY [5] - 2:9, 2:10, 7:5, 48:24, 49:7
Burney [8] - 1:15, 7:3, 9:15, 11:5, 11:14, 11:17, 48:23, 49:3
business [43] - 10:3, 11:24, 11:25, 12:10, 12:24, 13:1, 13:3, 13:14, 13:17, 13:20, 14:8, 14:9, 14:13, 14:18, 19:12, 20:9, 20:13, 20:15, 20:16, 20:24, 21:3, 21:5, 21:6, 21:9, 21:12, 22:12, 23:17, 23:24,

35:21, 35:22, 36:12, 38:7, 38:8, 39:16, 41:21, 41:22, 42:14, 42:23, 43:7, 43:20, 44:1, 47:19
buy [6] - 29:3, 29:5, 29:6, 29:24, 29:25, 47:18
BY [23] - 1:17, 1:18, 2:4, 2:10, 3:4, 3:10, 7:19, 10:13, 10:23, 11:13, 15:7, 22:9, 24:21, 27:6, 29:17, 30:21, 34:23, 40:9, 40:16, 45:16, 46:15, 52:4, 52:6

C

CAITLIN [1] - 2:4
cannot [2] - 9:17, 42:3
car [12] - 26:9, 26:10, 26:12, 26:18, 26:19, 26:22, 27:9, 27:14, 27:15, 44:12, 44:16, 47:9
card [2] - 24:23, 48:12
CAROLA [3] - 2:14, 3:1, 52:4
CAROLINA [3] - 1:1, 1:4, 2:3
Carolina [8] - 1:16, 4:16, 4:24, 4:25, 7:11, 51:4, 51:15, 51:20
cars [1] - 24:17
case [1] - 6:11
Case [3] - 1:6, 10:22, 52:13
cash [32] - 30:2, 30:7, 30:11, 36:21, 36:23, 37:20, 37:25, 38:7, 38:9, 38:14, 38:17, 38:21, 39:14, 40:3, 40:5, 40:25, 41:6, 41:10, 41:22, 42:12, 42:15, 42:18, 43:5, 43:6, 43:8, 43:16, 43:22, 47:12, 48:11, 48:16, 49:8
cashier's [4] - 40:10, 40:20, 40:25, 41:4
cell [1] - 34:6
CERTIFICATE [1] - 51:1
Certificate [1] - 52:7
Certified [1] - 1:18
certify [3] - 50:4, 51:4, 51:12
chance [1] - 9:22
CHANGE [1] - 50:9
check [62] - 15:15, 15:21, 16:10, 16:16, 16:20, 17:1, 17:14, 17:19, 18:12, 18:16, 18:18, 18:20, 19:1, 19:3, 19:4, 19:7, 19:19, 19:20, 19:22, 19:23, 19:24, 20:2, 21:20, 22:2, 22:17, 24:23, 25:1, 25:17, 25:18, 26:3, 26:4, 26:11, 27:25, 33:24, 34:1, 35:9, 35:16, 36:7, 36:8, 36:19, 38:19, 38:25, 39:11, 39:23, 40:4, 40:8, 40:10, 40:20, 40:25, 41:1, 41:4, 41:8, 41:9, 41:23, 41:25, 42:1, 42:9, 42:13, 42:22, 43:12, 48:20
checking [1] - 12:24
Checks [4] - 15:5, 34:21, 52:14, 52:15
checks [15] - 12:25, 13:2, 20:4, 20:5, 23:16, 24:24, 25:20, 25:22, 33:10, 34:2, 34:15, 35:2, 35:4, 40:2
children's [1] - 27:21
CHINA [2] - 1:4, 2:2
China [1] - 14:19
Christ [1] - 29:15
Citizens [15] - 18:1, 18:6, 18:10, 26:14, 26:16, 26:18, 26:20, 31:10, 33:1, 35:5, 40:6, 43:16, 48:13, 48:14
Civil [4] - 7:12, 9:13, 10:22, 52:13
clarification [1] - 9:10
cleaning [1] - 12:9
clearly [1] - 16:6
clothes [4] - 29:6, 29:24, 47:16, 48:9
college [2] - 3:16, 3:17
Columbia [2] - 2:6, 51:15
coming [3] - 47:11, 47:13, 47:14
Commission [1] - 51:21
COMMON [1] - 1:1
communicate [1] - 14:12
companies [1] - 5:5
company [9] - 11:23, 13:9, 21:15, 21:16, 23:9, 31:6, 36:8, 41:1, 41:7
complete [1] - 51:9
concluded [1] - 49:10
conflicts [1] - 6:16
CONSTRUCTION [2] - 1:4, 2:2
Construction [1] - 14:20
content [2] - 11:8, 11:19
continued [1] - 49:4
contracts [1] - 5:14
contributions [1] - 34:17
conversation [2] - 11:19, 16:4
Copies [4] - 15:5, 34:21, 52:14, 52:15
copies [1] - 35:4
copy [1] - 3:12
correct [7] - 12:8, 17:4, 31:1, 34:18, 35:6, 43:2, 43:23
corrections [1] - 50:7
Counsel [1] - 7:10
counsel [1] - 51:12
count [3] - 28:20, 47:15, 48:2
counts [1] - 6:7
COUNTY [1] - 1:2
County [1] - 51:15
couple [5] - 40:1, 43:10, 45:2, 47:6, 47:7
court [5] - 4:22, 4:23, 8:24, 12:7, 15:25
COURT [1] - 1:1
Court [3] - 1:23, 1:24, 21:25
credentials [1] - 3:15
credit [1] - 24:23
Creek [1] - 1:24
CRESWICK [1] - 2:4
CSR [1] - 51:20
customer [1] - 14:16
CV [1] - 3:13

D

dad [5] - 6:5, 45:6, 46:8, 46:11, 46:14
DATE [1] - 1:12
date [2] - 22:2, 51:5
Date [1] - 50:25
dated [3] - 16:16, 17:2, 21:23
daughter [2] - 23:2, 23:13
David [1] - 23:7
days [1] - 47:2
debit [1] - 48:12
DEFENDANT [1] - 2:7
Defendants [1] - 1:9
degree [1] - 3:18
DEPO [4] - 3:8, 10:21, 15:5, 34:21
deponent [4] - 7:12, 51:6, 51:7, 51:10
DEPONENT [1] - 50:1
deposed [1] - 30:19
deposit [2] - 16:20, 16:22
deposited [1] - 17:22
deposition [18] - 7:10, 7:13, 8:15, 8:20, 9:9, 9:23, 10:25, 11:4, 11:6, 11:18, 11:21, 45:13, 45:15, 49:4, 49:10, 50:5, 51:5, 51:9
depositions [1] - 4:24
determine [1] - 38:14
Diana [1] - 23:1
died [6] - 28:5, 28:15, 45:3, 45:6, 46:11, 46:14
different [1] - 17:7
difficult [1] - 48:3
dinner [1] - 47:18
direct [1] - 45:13
directly [2] - 41:8, 42:13
discovery [1] - 49:5
discuss [1] - 9:14
discussion [1] - 49:1
document [7] - 6:19, 9:25, 10:9, 15:8, 15:10, 17:14, 17:17
documents [3] - 10:24, 11:2, 35:1
dollars [2] - 47:6, 47:7
done [3] - 5:23, 23:10, 23:13
door [1] - 10:10
down [8] - 8:25, 15:25, 20:20, 35:9, 36:20, 37:24, 39:11, 42:1
Duces [2] - 10:21, 52:13
duly [3] - 3:1, 7:16, 51:6
during [3] - 9:18, 11:21, 45:13

E

e-mail [1] - 6:25
easier [3] - 18:17, 19:22, 20:2
easy [2] - 7:25, 8:1
eat [1] - 48:10
electricity [2] - 44:3, 47:8
elementary [1] - 4:5
emotional [1] - 28:25
employed [1] - 23:5
employee [6] - 12:12, 12:14, 12:16, 22:18, 22:21, 23:3
end [1] - 33:18
energy [1] - 5:5
English [16] - 3:22, 3:23, 4:3, 4:4, 4:8, 5:7, 5:8, 5:16, 5:17, 6:5, 7:25, 8:1, 8:8
enter [1] - 33:6
entire [2] - 38:21, 43:8
ESQ [2] - 2:4, 2:10
estimate [1] - 28:22
Europe [1] - 3:18
events [1] - 51:13
Evidence [1] - 9:12
exactly [10] - 28:11, 28:21, 30:5, 30:6, 43:11, 43:19, 44:6, 44:13, 45:25, 46:25
EXAMINATION [4] - 3:3, 7:18, 52:4, 52:5
examination [2] - 51:8, 51:10
excuse [2] - 28:19, 30:18
EXH [4] - 3:8, 10:21, 15:5, 34:21
Exhibit [5] - 3:11, 10:20, 16:16, 34:20, 34:25
expect [1] - 36:14
expenses [3] - 28:16, 47:4, 47:10
expires [1] - 51:21
explain [4] - 19:18, 35:12, 39:3, 40:2
explained [1] - 11:20

F

FABRICATORS [2] - 1:8, 2:8
fair [1] - 6:22
familiar [3] - 14:2, 14:19, 14:23
family [5] - 6:1, 28:5, 28:15, 47:2, 47:3
February [1] - 35:8
figure [2] - 37:18, 47:10
financial [1] - 14:23
financing [1] - 27:2
fine [2] - 29:21, 39:10
finish [4] - 16:7, 16:8, 33:17, 34:13
first [8] - 3:1, 4:12, 7:16, 35:8, 38:25, 39:23, 40:6, 40:8
First [15] - 17:25, 18:6, 18:10, 26:14, 26:16, 26:18, 26:19, 26:20, 31:10, 33:1, 35:5, 40:6, 43:16, 48:13, 48:14
five [1] - 4:24
flip [5] - 16:15, 17:13, 21:19, 39:11, 39:21
fluent [1] - 6:2
folders [1] - 12:10
following [2] - 19:4, 50:6
follows [2] - 3:2, 7:17
food [2] - 24:14, 24:17
FOR [2] - 2:2, 2:7
Force [1] - 4:14
foregoing [3] - 50:4, 51:5, 51:9
forgets [2] - 18:18, 19:21
forgot [1] - 20:4
form [1] - 34:6
format [1] - 9:1
forth [1] - 6:3
four [1] - 4:23
fourth [1] - 39:3
friendly [1] - 15:24
full [1] - 7:21
fund [3] - 32:13, 32:14, 32:15
funeral [1] - 28:16

G

galvanizer [5] - 40:12, 40:13, 40:14, 40:15, 41:3
garden's [1] - 9:16
gas [1] - 24:17
Gatlinburg [1] - 29:24
generally [1] - 11:22
German [6] - 3:24, 4:1, 4:6, 5:8, 6:2, 48:17
Germany [13] - 4:10, 4:13, 4:19, 5:2, 5:11, 5:12, 5:16, 28:5, 45:2, 45:4, 45:18, 46:5, 46:19
gift [2] - 35:25, 36:1
GINA [1] - 1:18
Gina [3] - 1:23, 51:3, 51:19
graduated [1] - 3:20
grandchildren [1] - 48:11
grandkids [2] - 29:25, 47:16
GREENVILLE [1] - 1:2
guess [2] - 45:22, 45:23

H

half [1] - 44:20
hand [2] - 15:8, 51:14
handed [2] - 6:20, 34:24
handle [1] - 45:10
hard [1] - 5:7
Harmon [1] - 1:24
hear [1] - 14:21
hearing [1] - 29:22
help [4] - 8:15, 20:18, 28:17, 37:5
hereby [2] - 50:4, 51:4
hereunto [1] - 51:14
HEYWARD [27] - 2:4, 3:4, 3:10, 7:3, 7:6, 7:19, 10:13, 10:23, 11:13, 15:7, 22:9, 24:21, 27:6, 29:17, 30:18, 30:21, 34:23, 40:9, 40:16, 45:12, 45:16, 46:15, 48:25, 49:2, 49:8, 52:4, 52:6
hold [1] - 49:4
home [19] - 4:17, 28:9, 28:19, 30:13, 30:15, 34:9, 37:9, 37:20, 38:15, 38:17, 38:23, 41:11, 41:14, 41:19, 41:20, 42:15, 42:18, 43:5, 43:25
homemaker [1] - 12:4
hopefully [1] - 9:8
hundred [1] - 47:7
husband [7] - 4:14, 6:1, 10:16, 16:13, 18:7, 20:23, 35:2

I

idea [1] - 18:12
identification [4] - 3:9, 10:22, 15:6, 34:22
INC [2] - 1:4, 2:3
INDEX [1] - 2:16
indicate [1] - 8:15
indicated [1] - 28:15
information [1] - 29:11
injunction [1] - 22:1
insurance [3] - 32:8, 32:9, 32:11
interest [1] - 6:17
interested [1] - 51:13
interpret [4] - 6:3, 8:14, 8:17, 22:4
interpretation [5] - 3:18, 3:19, 5:3, 5:10, 5:22
interpreted [2] - 4:21, 4:23
INTERPRETER [1] - 2:14
interpreter [4] - 3:15, 8:13, 11:11, 22:7
interpreters [1] - 5:9
interprets [2] - 11:11, 22:7
introduce [1] - 3:12
investment [3] - 31:17, 32:16, 32:19
IRA [3] - 32:2, 32:3, 32:4
itself [1] - 41:2

J

January [1] - 45:5
Jesus [1] - 29:15
Johnson [2] - 51:3, 51:19
JOHNSON [1] - 1:18
joint [4] - 18:8, 18:10, 20:8, 35:5
judge [1] - 29:19
judgments [1] - 5:14
Julian [1] - 2:5
July [1] - 33:25
June [6] - 12:7, 33:9, 33:11, 33:23, 33:25, 40:1

K

kids [3] - 47:17, 47:18
kind [7] - 5:2, 5:22, 23:15, 32:11, 32:16, 34:5, 34:10

L

language [1] - 3:25
languages [1] - 3:21
large [2] - 47:11, 47:19
Large [2] - 51:4, 51:21
larger [1] - 38:4
last [13] - 9:9, 21:20, 33:18, 39:23, 42:6, 44:4, 45:1, 45:5, 46:6, 46:7, 47:5
Law [1] - 1:14
lawsuit [2] - 14:2, 14:6
lawyer [1] - 11:15
learn [1] - 6:5
learned [3] - 4:2, 8:7, 8:11
learning [3] - 4:3, 4:4, 4:8
lease [8] - 27:4, 27:5, 27:7, 27:9, 27:17, 27:18, 44:16, 44:17
leave [1] - 37:14
leaving [1] - 38:11
left [2] - 43:22, 43:25
legal [1] - 5:10
Lexington [1] - 1:24
life [2] - 4:19, 32:8
LINE [1] - 50:9
live [1] - 4:15
lived [1] - 8:2
living [1] - 8:11
LLC [4] - 1:7, 1:23, 2:4, 2:8
loan [12] - 19:14, 19:15, 19:16, 27:1, 33:5, 33:6, 35:18, 35:19, 35:22, 35:23, 35:24, 36:9
location [1] - 51:5
LOCATION [1] - 1:14
look [6] - 34:1, 37:23, 38:8, 39:15, 47:20
looked [1] - 47:22
lying [1] - 19:25

M

ma'am [1] - 5:1
mail [1] - 6:25
Main [2] - 1:15, 2:10
major [1] - 47:4
MANFRED [1] - 2:15
Marcell [1] - 22:13
marked [5] - 3:8, 10:22, 15:6, 34:22, 34:25
Mass [2] - 32:21, 32:22
mean [1] - 45:21
means [1] - 22:6
members [1] - 28:15
mentioned [2] - 20:7, 34:16
mine [1] - 18:7
minutes [1] - 9:8
mom [2] - 6:5, 28:17
Monday [1] - 1:12
money [77] - 12:18, 13:13, 13:16, 13:19, 15:19, 15:23, 17:11, 18:17, 19:12, 20:7, 20:12, 20:14, 20:16, 20:23, 21:1, 21:2, 21:8, 24:6, 24:9, 24:10, 24:20, 28:1, 28:3, 28:4, 28:6, 28:12, 28:14, 29:4, 29:5, 30:1, 33:5, 33:15, 33:20, 33:21, 34:3, 34:8, 35:13, 35:19, 35:21, 36:3, 36:4, 36:8, 37:3, 37:10, 37:13, 37:19, 38:5, 38:11, 38:14, 39:13, 39:14, 39:15, 40:15, 41:6, 41:10, 41:14, 41:19, 41:20, 42:8, 42:17, 42:18, 43:1, 43:3, 43:6, 43:11, 43:17, 43:20, 44:22, 45:17, 47:13,

47:14, 48:7
money's [2] - 36:12, 47:21
month [6] - 33:11, 33:14, 33:18, 33:19, 44:14
month's [1] - 44:5
monthly [4] - 15:1, 24:5, 44:2, 44:8
months [2] - 40:1, 42:16
morning [1] - 3:5
mortgage [7] - 24:14, 24:16, 26:2, 44:10, 44:11, 47:6
most [7] - 3:17, 5:15, 28:1, 36:12, 39:14, 39:15, 48:16
mountains [2] - 29:12, 29:14
moved [1] - 4:14
moves [1] - 20:24
MR [12] - 7:5, 10:10, 24:20, 27:4, 29:15, 30:16, 40:8, 40:13, 45:9, 46:12, 48:24, 49:7
MS [28] - 1:7, 2:8, 3:4, 3:10, 7:3, 7:6, 7:19, 10:13, 10:23, 11:13, 15:7, 22:9, 24:21, 27:6, 29:17, 30:18, 30:21, 34:23, 40:9, 40:16, 45:12, 45:16, 46:15, 48:25, 49:2, 49:8, 52:4, 52:6
MSPS [24] - 1:8, 2:8, 12:8, 12:12, 12:14, 12:17, 12:21, 12:23, 14:24, 15:2, 15:15, 19:16, 22:1, 22:18, 22:22, 23:3, 23:5, 33:9, 34:5, 34:6, 34:18, 35:10, 41:8, 42:13
MULLINS [1] - 2:4
Munich [1] - 3:17
must [1] - 29:11
mutual [3] - 32:13, 32:14, 32:15
Mutual [2] - 32:21, 32:22

N

nails [1] - 29:6
name [16] - 7:21, 10:4, 10:6, 10:7, 14:21, 15:14, 16:10, 16:18, 17:5, 17:20, 18:17, 18:19, 19:5, 19:25, 20:6, 27:3, 40:12
native [2] - 3:25, 4:16
NE [2] - 1:15, 2:10
near [1] - 44:15
necessary [1] - 29:1
need [12] - 8:13, 8:15, 9:2, 9:5, 9:10, 21:1, 22:4, 37:12, 38:7, 42:17, 42:25, 49:5
needed [3] - 19:12, 40:11, 40:14
needs [14] - 20:12, 20:14, 20:16, 20:23, 21:4, 21:11, 35:13, 35:20, 36:4, 36:8, 38:10, 42:8, 43:5
never [11] - 12:7, 12:14, 12:15, 12:16, 12:18, 12:19, 13:15, 13:18, 19:17, 23:24
next [4] - 19:1, 39:11, 39:21, 39:22
nobody [1] - 37:12
none [2] - 11:24, 48:24
nonemployee [1] - 13:8
normal [2] - 4:5, 16:3
Notary [2] - 51:3, 51:20
nothing [4] - 14:22, 28:23, 43:25, 51:7
notice [1] - 9:22
November [2] - 39:12, 41:25
number [3] - 17:6, 17:7, 19:9
Number [1] - 34:25
numbered [1] - 40:7
numbers [1] - 47:11

O

objections [2] - 51:7, 51:10
October [1] - 51:22
OF [10] - 1:1, 1:1, 1:2, 1:4, 2:2, 2:16, 50:1, 51:1, 52:4, 52:5
Off-the-record [1] - 49:1
Offices [1] - 1:14
official [1] - 51:14
often [2] - 12:11, 41:22
once [1] - 46:6
one [18] - 6:24, 19:4, 27:14, 27:16, 27:17, 27:18, 33:11, 33:14, 33:23, 33:25, 36:20, 37:23, 37:24, 38:3, 39:22, 39:25, 40:6, 43:12
online [5] - 24:22, 24:24, 25:2, 25:3, 25:6, 26:11
open [1] - 49:4
oral [1] - 5:14
order [3] - 15:13, 36:20, 37:25
otherwise [2] - 13:7, 42:20
outside [1] - 31:14
own [1] - 4:15

P

P.C [2] - 1:15, 2:9
P.O [1] - 2:5
page [15] - 16:16, 17:2, 17:13, 21:20, 35:8, 36:19, 38:25, 39:2, 39:3, 39:11, 39:21, 39:23, 42:1, 51:6
PAGE [1] - 50:9
Page [1] - 52:2
paid [5] - 12:16, 25:6, 33:19, 36:14, 48:11
paper [1] - 12:10
parents [2] - 6:3, 45:3
particular [1] - 3:14
parties [1] - 6:14
party [1] - 51:12
Patricia [2] - 7:22, 10:4
PATRICIA [5] - 1:11, 7:16, 50:3, 50:25, 52:5
Patricia's [1] - 3:7
pay [32] - 15:12, 21:11, 21:15, 24:15, 24:19, 24:22, 24:23, 24:25, 25:3, 25:15, 26:2, 26:9, 26:10, 26:13, 26:19, 26:21, 26:22, 27:9, 27:14, 27:19, 27:21, 28:16, 31:2, 31:8, 33:12, 34:6, 34:8, 41:7, 47:15, 47:16, 48:9
payable [2] - 36:20, 37:24
paycheck [3] - 15:3, 15:18, 15:20
paychecks [4] - 13:4, 23:20, 35:14, 36:5
paying [16] - 14:14, 21:6, 21:13, 21:17, 28:17, 33:14, 33:15, 35:13, 36:5, 38:10, 39:16, 40:12, 40:15, 43:21, 48:16
payment [6] - 26:18, 26:22, 34:6, 44:12, 47:7, 47:9
payments [3] - 15:1, 24:6, 34:17
pays [2] - 24:13, 44:1
pending [2] - 49:4, 51:12
people [11] - 5:7, 14:14, 21:13, 21:17, 23:18, 28:5, 28:12, 35:14, 36:5
permanently [1] - 4:18
personal [6] - 17:22, 20:8, 20:15, 20:23, 20:25, 21:9
personally [7] - 11:15, 12:3, 22:15, 22:16, 23:11, 23:14, 31:22
phone [1] - 34:7
Place [1] - 2:5
PLAINTIFF [1] - 2:2
Plaintiff's [2] - 3:11, 34:25
Plaintiffs [2] - 1:5, 1:17
Plaintiffs' [1] - 52:11
plan [1] - 27:2
plane [1] - 45:24
PLEAS [1] - 1:1
policies [2] - 32:9, 32:11
potential [2] - 6:10, 6:16
POWELL [1] - 2:4
power [4] - 24:16, 24:25, 25:3, 25:6
pregnant [1] - 9:6
preparation [2] - 10:25, 11:18
PRESENT [1] - 2:13
pretty [1] - 5:24
private [16] - 16:22, 16:24, 18:4, 18:5, 19:21, 21:1, 21:3, 23:24, 26:14, 29:9, 29:10, 31:17, 35:20, 36:4, 36:11, 38:11
problems [2] - 14:13, 14:24
Procedure [2] - 7:12, 9:13
proceed [1] - 8:14
process [2] - 10:8, 11:22
PRODUCTION [2] - 1:7, 2:8
Professional [2] - 1:19, 51:3
provide [1] - 9:13
Public [2] - 51:3, 51:20
purposes [2] - 16:5, 42:14
put [14] - 12:10, 18:19, 18:21, 18:25, 19:10, 21:25, 33:20, 36:6, 37:11, 38:7, 39:15, 42:21
puts [24] - 18:17, 19:11, 20:5, 20:7, 20:8, 20:12, 20:14, 20:16, 21:2, 21:6, 21:9, 35:20, 35:21, 36:3, 36:9, 36:11, 38:9, 41:15, 41:20, 41:22, 42:8, 42:9, 42:19, 42:22
putting [2] - 33:13, 48:8

Q

questions [11] - 3:6, 7:4, 7:5, 8:19, 8:23, 9:11, 29:2, 29:19, 29:20, 48:5, 48:22
quiet [1] - 45:10
quit [1] - 45:9

R

rather [2] - 41:1, 42:12
read [6] - 7:13, 10:18, 16:6, 39:5, 39:9, 50:4
readable [1] - 9:1
real [1] - 40:12
realize [1] - 5:19
really [4] - 5:9, 14:3, 14:11, 15:4
REAR [1] - 2:16
REASON [1] - 50:9
reason [2] - 32:21,

40:24
receipts [4] - 25:5, 25:9, 25:11, 27:11
receive [2] - 15:1, 34:18
received [3] - 28:1, 33:23, 38:20
recently [2] - 28:1, 38:20
recognize [10] - 6:19, 9:25, 13:24, 14:1, 15:10, 15:11, 17:1, 17:17, 19:7, 35:1
record [7] - 3:12, 7:21, 16:6, 34:12, 49:1, 49:3, 51:9
recorded [1] - 51:8
records [4] - 25:5, 25:20, 26:6, 27:11
regard [1] - 38:24
regarding [1] - 49:6
Registered [2] - 1:19, 51:3
related [1] - 51:12
relationship [1] - 33:2
relevant [1] - 28:24
remember [10] - 18:20, 37:2, 37:6, 39:5, 39:6, 42:2, 42:3, 42:5, 46:20, 46:25
remind [1] - 20:4
reminder [1] - 15:25
renewable [1] - 5:4
renowned [1] - 3:17
repetitive [1] - 39:17
REPORTED [1] - 1:18
REPORTER [1] - 51:1
reporter [2] - 8:25, 15:25
Reporter [4] - 1:18, 1:19, 51:3, 52:7
Reporting [1] - 1:23
representation [1] - 6:22
required [1] - 5:9
respond [1] - 16:4
Resume [2] - 3:8, 52:12
resume [3] - 6:21, 6:23, 7:2
retain [2] - 11:14, 32:21
retired [1] - 4:14
retirement [2] - 32:6, 32:7
retrieve [4] - 25:12, 25:13, 25:22, 25:23
review [1] - 9:22
reviewed [1] - 10:24
RHETT [1] - 2:10
Richland [1] - 51:15
ROBBINS [3] - 2:14, 3:1, 52:4
Robbins [3] - 3:6, 3:14, 8:16
Robbins' [1] - 3:12
room [1] - 9:7
RPR [1] - 51:20
Rules [3] - 7:11, 9:12
run [1] - 44:17

S

salary [4] - 15:18, 15:22, 16:13, 23:20
saw [3] - 13:25, 42:10, 43:12
SC [3] - 1:24, 2:6, 2:11
Schemanski [1] - 23:7
school [2] - 4:5, 4:6
SDI [1] - 3:16
seal [1] - 51:14
second [2] - 16:15, 36:20
see [5] - 38:9, 39:21, 41:21, 47:21, 47:24
seem [1] - 47:13
sent [1] - 6:24
September [2] - 1:12, 51:14
served [1] - 9:23
server [1] - 10:8
serving [1] - 10:8
Shorthand [1] - 1:18
siblings [2] - 6:4
side [1] - 5:6
sign [5] - 7:13, 12:25, 13:4, 19:23, 20:4
SIGNATURE [1] - 50:1
signature [4] - 13:24, 14:1, 23:18, 39:6
signed [2] - 23:18, 35:9
significantly [1] - 38:4
signing [7] - 13:12, 18:18, 18:20, 19:22, 19:24, 19:25, 20:5
signs [1] - 19:24
Simpsonville [2] - 1:16, 2:11
sixth [1] - 17:13
skip [2] - 19:1, 39:23
Smith [1] - 1:23
SOLUTIONS [2] - 1:7, 2:8
someone [1] - 5:8
sometimes [14] - 12:9, 12:11, 16:4, 21:16, 26:11, 29:3, 36:6, 37:11, 38:1, 38:2, 38:7, 38:9, 46:24
somewhere [2] - 29:13, 42:10
son [1] - 22:14
sorry [8] - 10:6, 10:11, 11:10, 20:22, 33:17, 37:2, 39:2, 42:2
sources [1] - 5:5
SOUTH [3] - 1:1, 1:4, 2:2
South [8] - 1:16, 4:16, 4:24, 4:25, 7:11, 51:3, 51:15, 51:20
Spanish [2] - 5:18, 5:20
speaks [1] - 5:8
spend [8] - 4:10, 4:11, 24:6, 24:12, 37:1, 42:7, 44:22, 45:17
spent [9] - 4:12, 4:18, 24:9, 24:10, 28:1, 28:4, 30:24, 44:1, 46:3
spoken [2] - 8:7, 11:5
SPRENGER [15] - 1:11, 2:15, 7:16, 10:10, 24:20, 27:4, 29:15, 30:16, 40:8, 40:13, 45:9, 46:12, 50:3, 50:25, 52:5
Sprenger [16] - 7:8, 7:20, 7:22, 10:5, 12:6, 14:5, 22:13, 23:1, 28:25, 29:18, 34:24, 45:12, 47:23, 48:18, 48:19, 49:6
St [1] - 2:5
start [2] - 3:5, 4:3
started [3] - 4:4, 4:17, 7:7
starting [1] - 6:5
State [2] - 51:3, 51:20
STATE [1] - 1:1
state [3] - 4:15, 4:16, 7:20
States [8] - 4:11, 4:15, 4:20, 5:6, 8:3, 8:9, 31:12, 31:15
states [1] - 4:13
STEEL [2] - 1:8, 2:8
stenographically [1] - 51:8
still [1] - 23:5
stipulated [1] - 7:9
Stipulation [1] - 52:3
STIPULATION [1] - 7:9
stock [1] - 31:25
Street [2] - 1:15, 2:10
stuff [3] - 10:18, 29:25, 31:23
Subpoena [2] - 10:21, 52:13
subtract [1] - 47:12
Suite [1] - 2:5
sum [1] - 43:19
surprise [1] - 22:10
swear [1] - 7:8
sworn [3] - 3:2, 7:17, 51:6
system [1] - 4:6

T

TAKEN [1] - 1:17
technical [3] - 5:4, 5:6, 5:9
Tecum [2] - 10:21, 52:13
ten [2] - 4:5, 4:19
tendency [1] - 16:3
testified [6] - 3:2, 7:17, 12:6, 41:24, 44:21, 47:5
testify [1] - 51:6
testimony [14] - 3:7, 9:14, 9:17, 11:9, 15:21, 16:9, 19:18, 37:19, 38:24, 39:19, 43:14, 50:6, 51:7, 51:10
THE [9] - 10:12, 11:12, 22:8, 27:5, 29:16, 30:20, 40:14, 46:10, 46:13
thereafter [1] - 51:8
thereof [1] - 51:13
thinking [1] - 46:2
third [4] - 35:9, 36:18, 39:11, 42:1
thousand [1] - 47:6
three [1] - 37:23
ticket [3] - 45:24, 46:2, 46:4
TIME [1] - 1:13
today [5] - 3:7, 9:20, 10:15, 11:6, 12:1, 16:9
today's [1] - 10:25
together [2] - 28:20, 47:15
took [5] - 33:12, 37:9, 38:6, 40:19, 43:15
top [2] - 10:4, 40:8
town [1] - 13:5
training [1] - 3:15
transactions [3] - 33:6, 40:25, 41:5
transcribed [1] - 51:9
transcript [3] - 7:14, 9:2, 51:6
TRANSCRIPT [1] - 2:16
transcription [1] - 50:6
transferring [1] - 22:1
transfers [1] - 12:2
translate [2] - 5:13, 9:2
translating [1] - 20:18
translation [5] - 3:19, 5:4, 5:13, 5:14, 5:15
true [3] - 37:15, 50:5, 51:9
trust [1] - 38:12
truth [3] - 51:6, 51:7
try [1] - 16:6
trying [5] - 23:19, 37:18, 38:13, 47:10, 47:25
turn [1] - 45:14
TURNER [1] - 2:9
Turner [1] - 1:15
twice [1] - 46:8
two [11] - 9:6, 33:25, 37:23, 40:2, 44:19, 45:1, 45:6, 45:7, 46:24, 47:5
type [1] - 32:19
typed [1] - 51:9
types [1] - 34:17

U

undersigned [1] - 50:3
unemployed [1] - 22:22

United [6] - 4:11, 4:20, 8:2, 8:9, 31:11, 31:15
up [3] - 34:1, 44:16, 47:10
usual [1] - 17:7

V

vacation [6] - 29:7, 29:8, 29:9, 44:22, 44:23, 44:25
vehicle [2] - 27:17, 27:18
vehicles [2] - 27:19, 27:22
vs [1] - 1:6

W

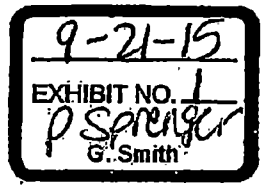
W2 [1] - 12:19
wait [2] - 16:6, 16:7
waive [1] - 7:13
WALL [1] - 2:4
wants [1] - 41:3
water [7] - 24:17, 25:15, 25:16, 25:17, 44:7, 44:9, 47:8
weather [1] - 9:15
week [3] - 46:21, 46:22, 46:24
weekend [1] - 29:13
weeks [4] - 42:16, 45:6, 45:7, 46:24
whole [1] - 51:7
willing [1] - 29:18
withdraw [3] - 13:13, 41:6, 42:24
withdrawal [6] - 39:12, 39:24, 39:25, 41:12, 41:13, 43:23
withdrawals [2] - 40:3, 40:5
withdrawing [2] - 13:19, 42:12
withdrawn [2] - 13:16, 47:12
withdrew [1] - 42:25
Witness [1] - 51:14
WITNESS [10] - 1:11, 10:12, 11:12, 22:8, 27:5, 29:16, 30:20, 40:14, 45:10, 46:13
witness [1] - 6:10
women [1] - 9:6
works [1] - 23:9
write [5] - 13:2, 22:17, 35:15, 36:7, 41:7, 41:9
writes [4] - 19:19, 19:20, 36:7, 42:22
writing [3] - 41:1, 42:12, 48:19
written [7] - 15:21, 16:10, 18:13, 22:2, 23:17, 33:9, 41:25
wrote [2] - 35:3, 43:12

Y

year [14] - 22:23, 22:24, 22:25, 37:3, 37:22, 44:18, 46:6, 46:7, 46:8, 46:9, 46:10, 46:11, 46:13
years [9] - 4:9, 4:13, 4:19, 8:4, 8:5, 44:19, 44:20, 45:1, 47:5
yes-or-no [1] - 9:3

CAROLA ROBBINS, BA
172 STODDARD ROAD
PELZER, SC, 29669
USA

Phone: 864.905.6406
Email: cr@robbins-translations.com
Web: www.robbins-translations.com



OBJECTIVE

Position as a Translator / Interpreter

EDUCATION

2006 – 2009 NYU School for Continuing & Professional Studies
Certificate in General Translation (Major: Spanish, minor: German)
Completed six out of six required courses online to earn the certificate:
Spanish-English: Introduction Translation, Technical Translation, Commercial Translation, and Legal Translation
German-English: Patent Translation and Commercial Translation

2006 – 2009 Sprachen und Dolmetscher Institut (SDI) Munich, Germany
Certified Translator and Interpreter for the English Language
Specialized areas: law and engineering
BA in Translation
Completed the four-year SDI course in translation/interpreting in only two years and passed the Bavarian State Exam in July 2008 in both my specialized areas. Passing this demanding exam qualified me to earn the B.A. in Translation at SDI in January 2009 after taking additional classes in the field of professional translation and passing the written and oral BA exam. I was also required to write a 50-page thesis.
Topic of my thesis: "Business cultural differences between Germany and the U.S. from the perspective of a German expatriate in South Carolina"

1994 – 1996 MEA Meisinger, Aichach, Germany
On-the-job training in business
Extensive exposure to all MS Office programs, commercial correspondence, foreign trade, accounting, logistics, production processes, etc.

1992 – 1994 Inlingua School of Languages, Augsburg, Germany
Certified Multilingual Secretary (Native Language: German, Major: English, Minor: Spanish)
Specialized area: economics

CAROLA ROBBINS, BA
172 STODDARD ROAD
PELZER, SC, 29669
USA

Phone: 864.905.6406
Email: cr@robbins-translations.com
Web: www.robbins-translations.com

WORK EXPERIENCE

Since 2008 Since 2000	Certified Translator and Interpreter for English and German (legal and technical) Freelance translator for technical, legal, and commercial texts from Spanish or English into German and from German or Spanish into English
2006	Burlington County College, Mount Holly, NJ Language teacher for German and Spanish
2003 – 2005	Adult Education Center Kaiserslautern, Germany Language teacher for English
1999 – 2001	Idiom Language Service, Aichach, Germany Translator for technical texts from Spanish and English into German Language teacher for English
1995 – 2003	Adult Education Center Aichach, Germany Language teacher for English and Spanish
1994 – 1996	MEA Meisinger, Aichach, Germany Translator for commercial correspondence from German into English Language teacher for Spanish

SKILLS, ABILITIES, AND QUALIFICATIONS

- Fluent in German (native language), English, and Spanish
- Completed Stage I and II of the Court Interpreter Certification Program in South Carolina
- Sworn-in at the Higher Regional Court of Munich I (which authorizes me to do certified translations for courts and public authorities in Bavaria, Germany)
- Spanish language diploma "DELE Superior" of the University of Salamanca, Spain
- ESOL Certificate of Proficiency in English (CPE) of the Cambridge University, England
- Efficient use of MS Office 2003 and 2007
- CAT Tool used: Across

CAROLA ROBBINS, BA
172 STODDARD ROAD
PELZER, SC, 29669
USA

Phone: 864.905.6406
Email: cr@robbins-translations.com
Web: www.robbins-translations.com

PUBLICATIONS

- Terminology work for the dictionary "Praxiswörterbuch Fußball" published by Langenscheidt, Germany in co-operation with UEFA

REFERENCES

References and letters of recommendation are available upon request

STATE OF SOUTH CAROLINA
ISSUED BY THE COURT OF COMMON PLEAS IN THE COUNTY OF GREENVILLE

China Construction America of South Carolina, Inc., Plaintiff,
v.
MS Production Solutions, LLC a/k/a MSPS Steel Fabricators, Defendants

SUBPOENA DUCES TECUM IN A CIVIL CASE

9-21-15
EXHIBIT NO. 2
P Sprenger
G. Smith

Case Number: 2014-CP-23-1871
Pending in Greenville County

TO: Patricia Sprenger, 308 Shagbark Circle, Simpsonville, SC 29680

[ ] YOU ARE COMMANDED to appear in the above-named court at the place, date and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

[x] YOU ARE COMMANDED to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.

Kenison, Dudley & Crawford, LLC
704 E. McBee Ave.
Greenville, SC 29601

	DATE AND TIME
	August 19, 2015, 10:00 AM

[X] **YOU ARE COMMANDED** to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents or objects):

ALL DOCUMENTS LISTED IN "EXHIBIT A"

PLACE	DATE AND TIME
Kenison, Dudley & Crawford, LLC 704 E. McBee Ave. Greenville, SC 29601	**August 19, 2015, 10:00 AM**

[ ] YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

ANY SUBPOENED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULE OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION.

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

Caitlin Heyward — 7/31/2015 — Caitlin Creswick Heyward
Attorney/Issuing Officer's Signature — Date — Print Name
Attorney for Plaintiff
Attorney's Address and Telephone Number :
Bruner, Powell, Wall & Mullins, LLC, Post Office Box 61110, Columbia, South Carolina 29260-1110 / (803) 252-7693

Clerk of Court/Issuing Officer's Signature Pro Se Litigant's Name, Address and Telephone Number :	Date	Print Name

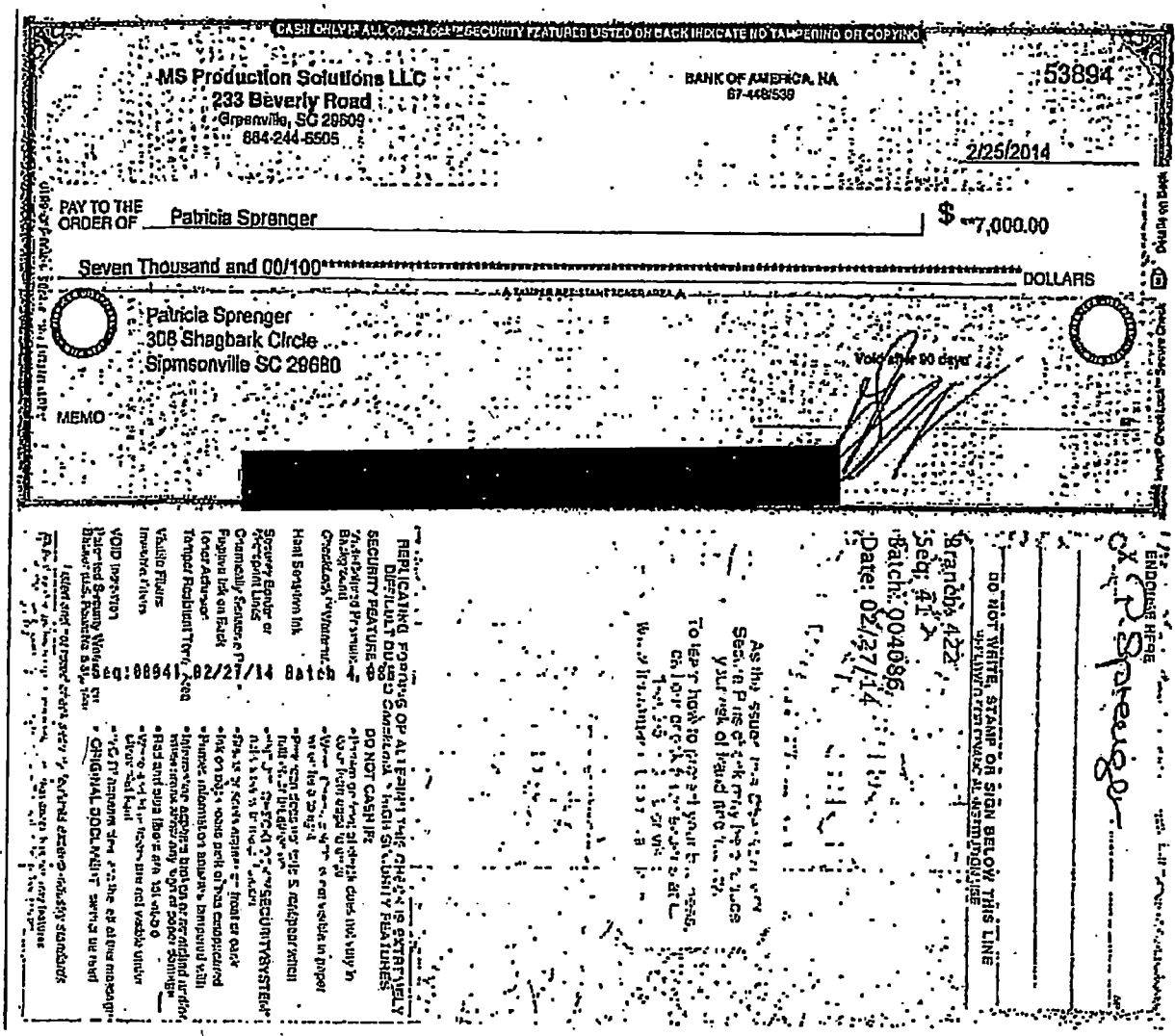
EXHIBIT A

1. List any and all account numbers for any personal bank accounts held by you and the name of the bank where each account is located.
2. Copies of all of your financial records for the last 2 years.

Bank of America

9-21-15
EXHIBIT NO. 3
P. Sprenger
G. Smith

Capture Date: 02/28/2014 Sequence #: 2292407692



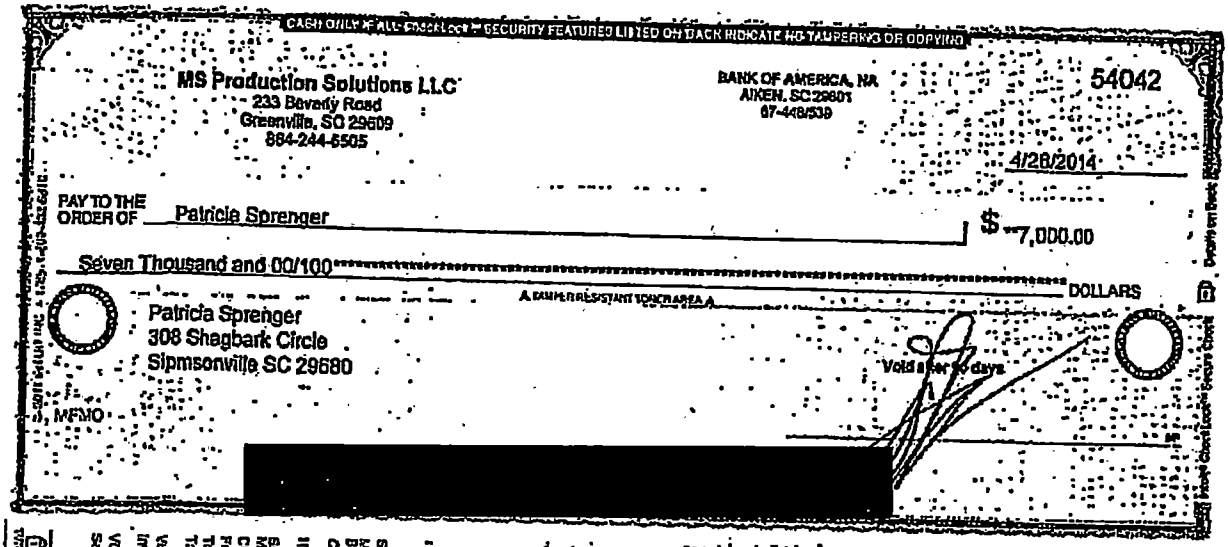
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
02/27/2014	000006700050362	53201487	-1	N		FIRST-CITIZENS BANK
02/27/2014	000006700050362	53100300	Undetermined	Y		FIRST-CITIZENS BANK
02/28/2014	002292407692	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 04/30/2014 Sequence #: 2692250909



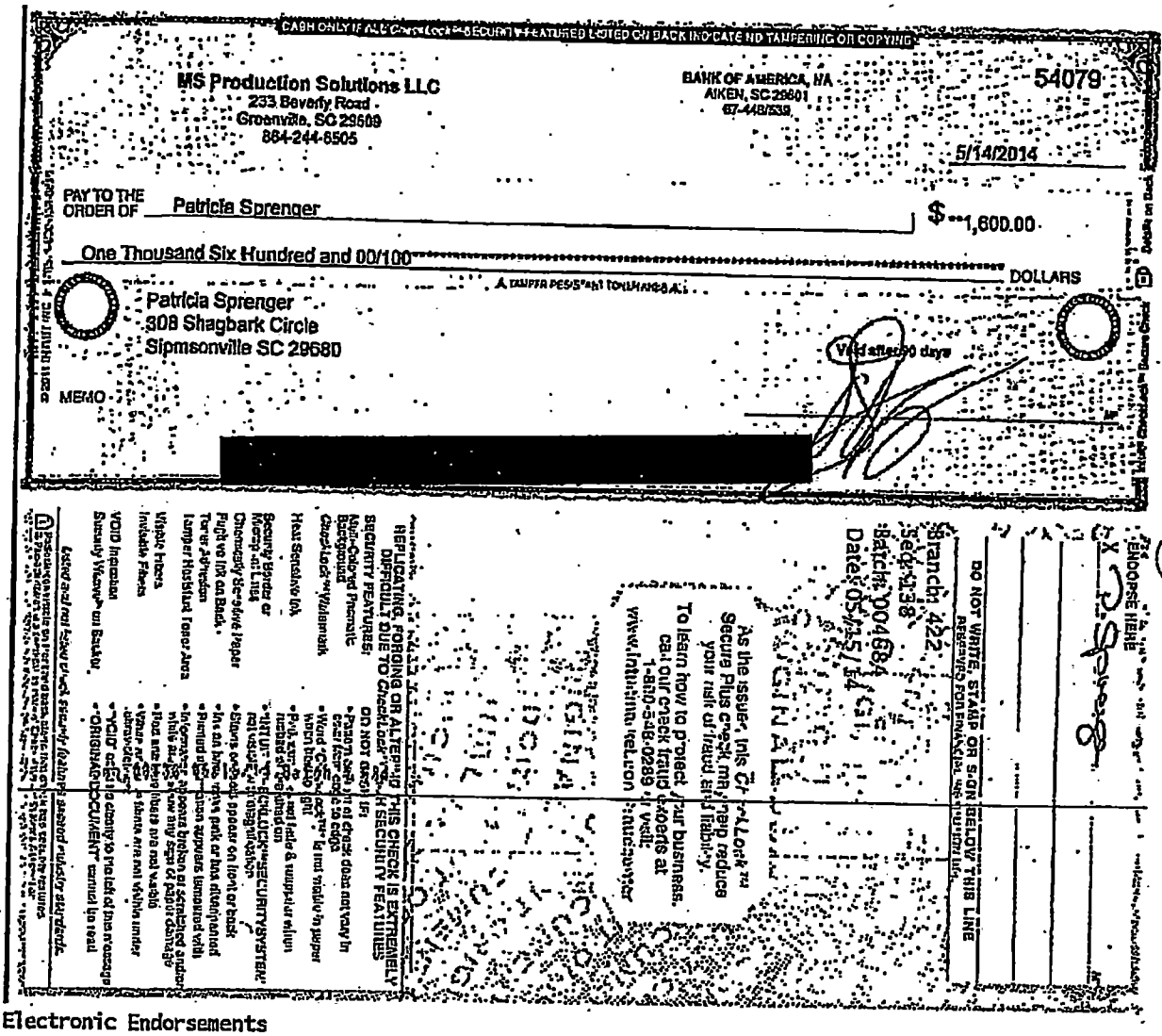
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
04/29/2014	000006700065340	53201487	-1	N		FIRST-CITIZENS BANK
04/29/2014	000006700065340	53100300	Undetermined	Y		FIRST-CITIZENS BANK
04/30/2014	002692250909	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 05/16/2014 Sequence #: 3592802278



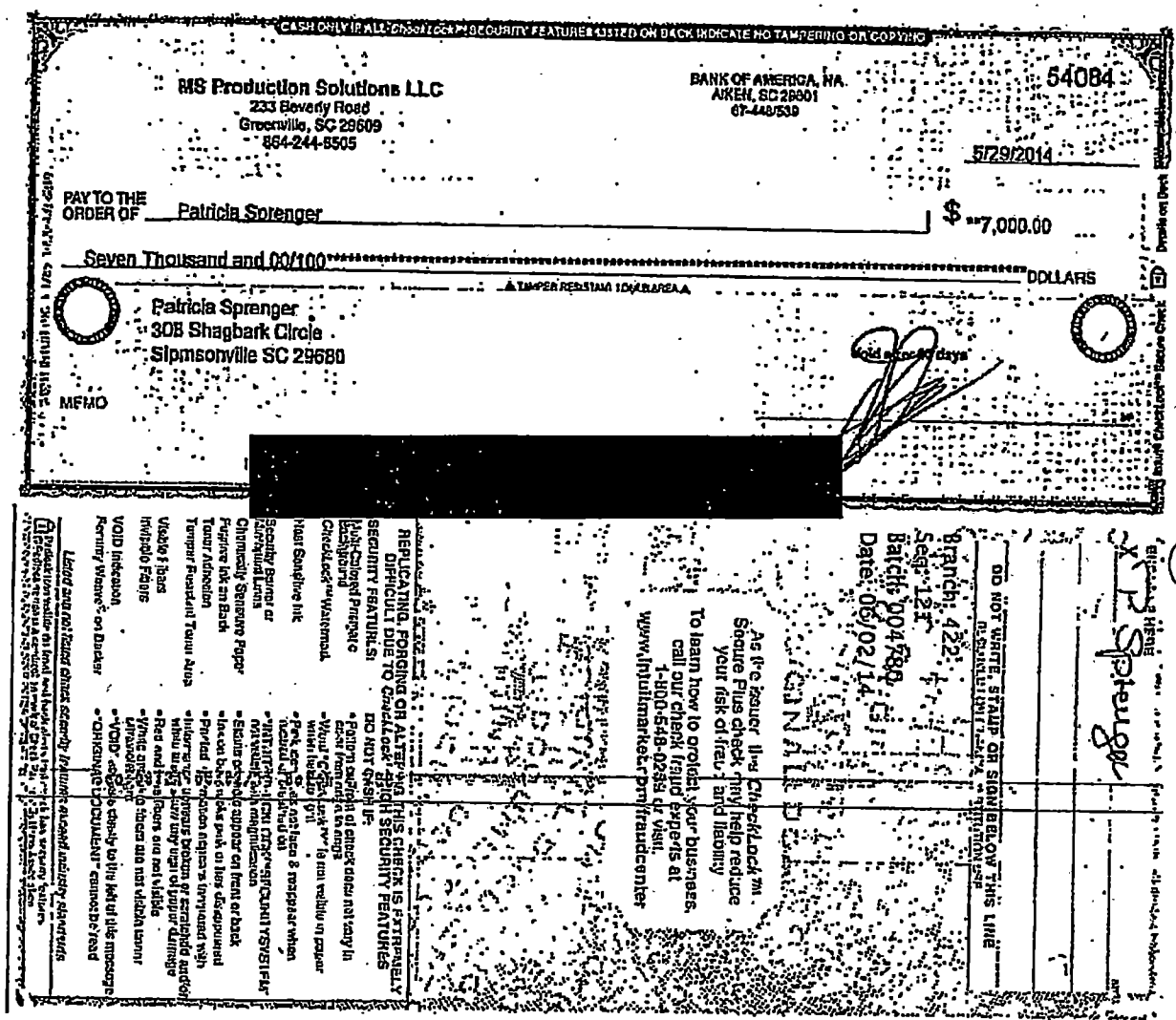
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
05/15/2014	000006700061736	53201487	-1	N		FIRST-CITIZENS BANK
05/15/2014	000006700061736	53100300	Undetermined	Y		FIRST-CITIZENS BANK
05/16/2014	003592802278	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 06/03/2014 Sequence #: 2192318386



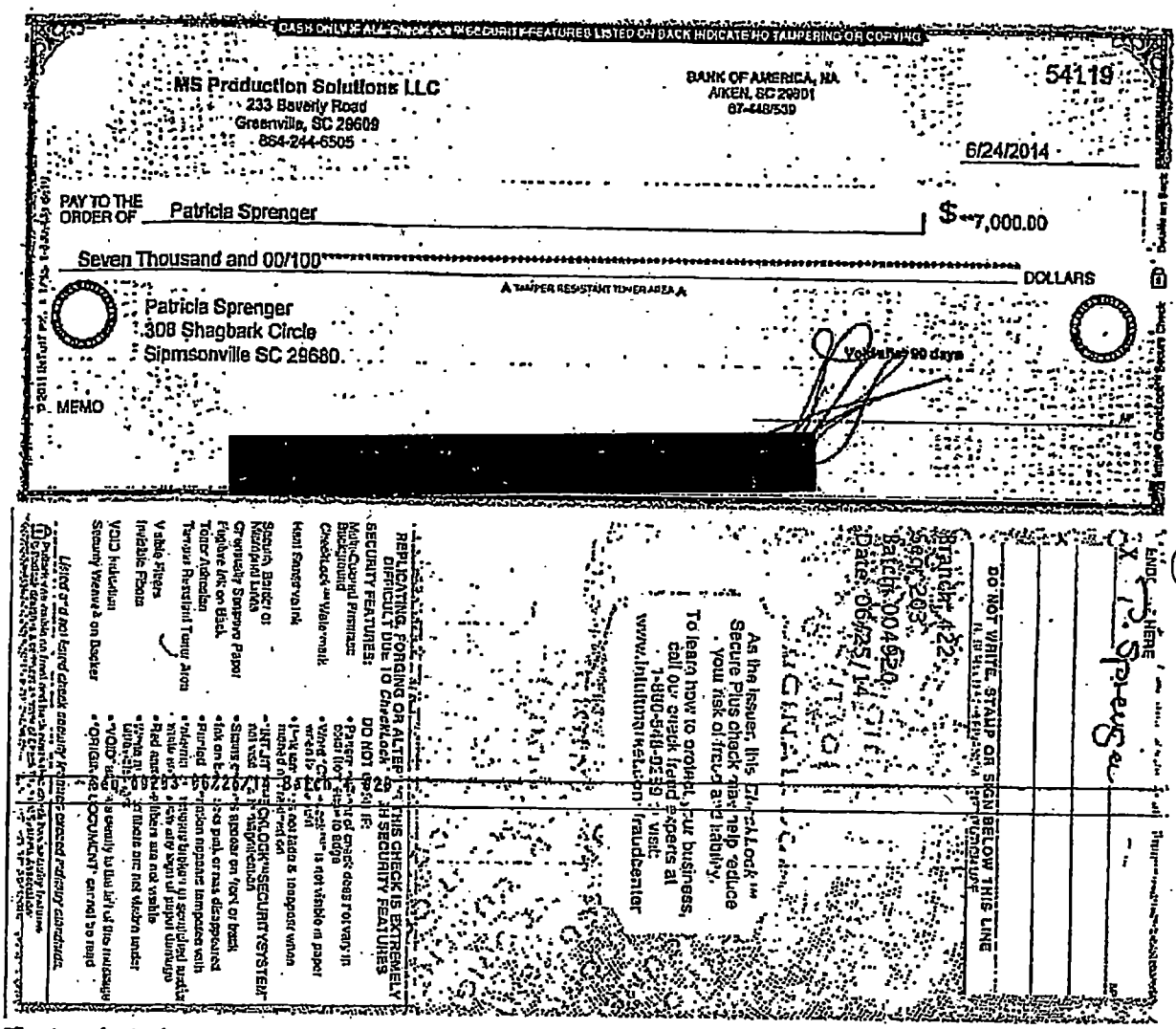
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
06/02/2014	000006700213949	53201487	-1	N		FIRST-CITIZENS BANK
06/02/2014	000006700213949	53100300	Undetermined	Y		FIRST-CITIZENS BANK
06/03/2014	002192318386	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 06/26/2014 Sequence #: 192494710



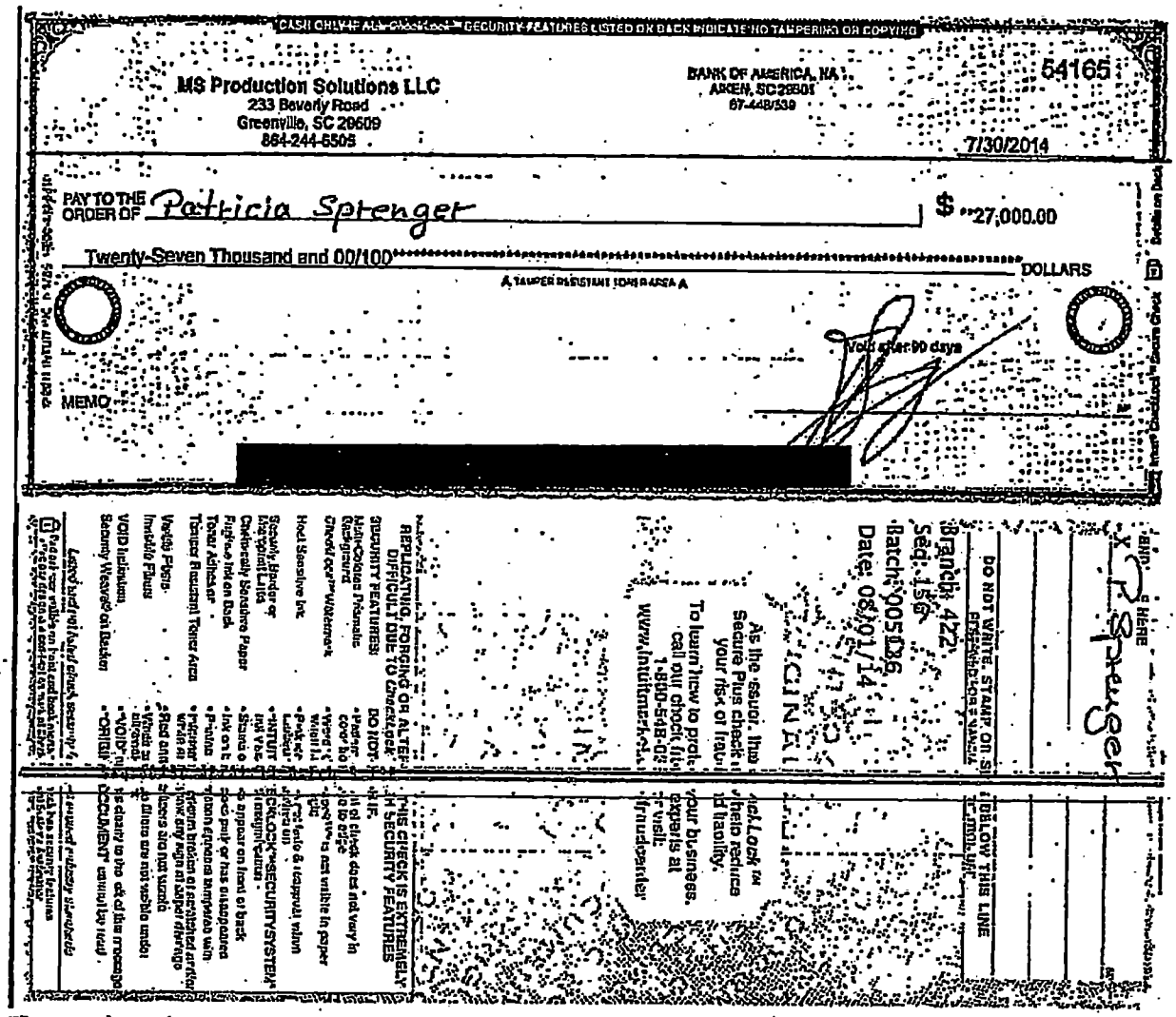
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
06/25/2014	000006700035940	53201487	-1	N		FIRST-CITIZENS BANK
06/25/2014	000006700035940	53100300	Undetermined	Y		FIRST-CITIZENS BANK
06/26/2014	000192494710	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found.

Bank of America

Capture Date: 08/04/2014 Sequence #: 4092069795



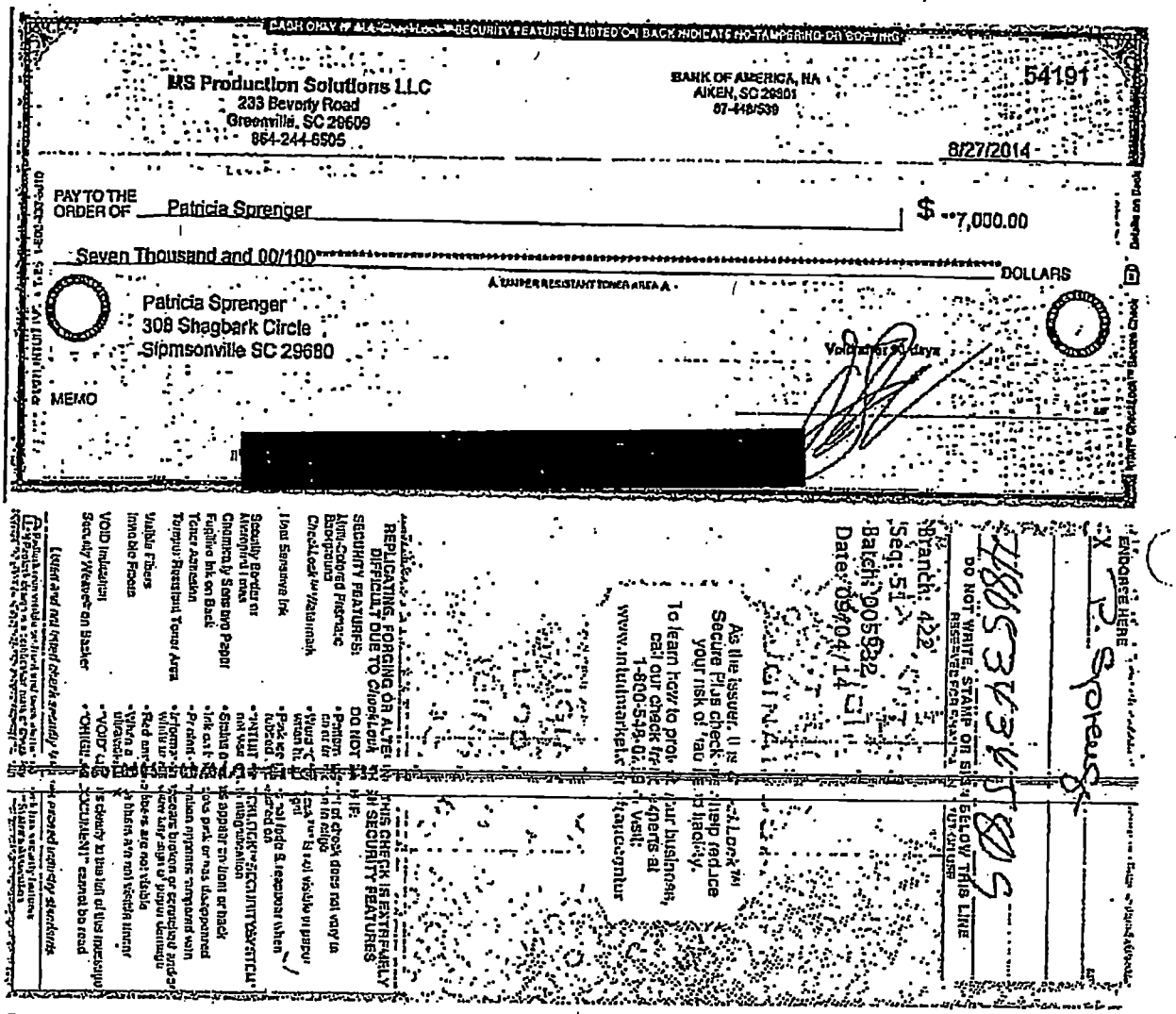
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
08/01/2014	000006700144615	53201487	-1	N		FIRST-CITIZENS BANK
08/01/2014	000006700144615	53100300	Undetermined	Y		FIRST-CITIZENS BANK
08/04/2014	004092069795	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 09/05/2014 Sequence #: 3092679726



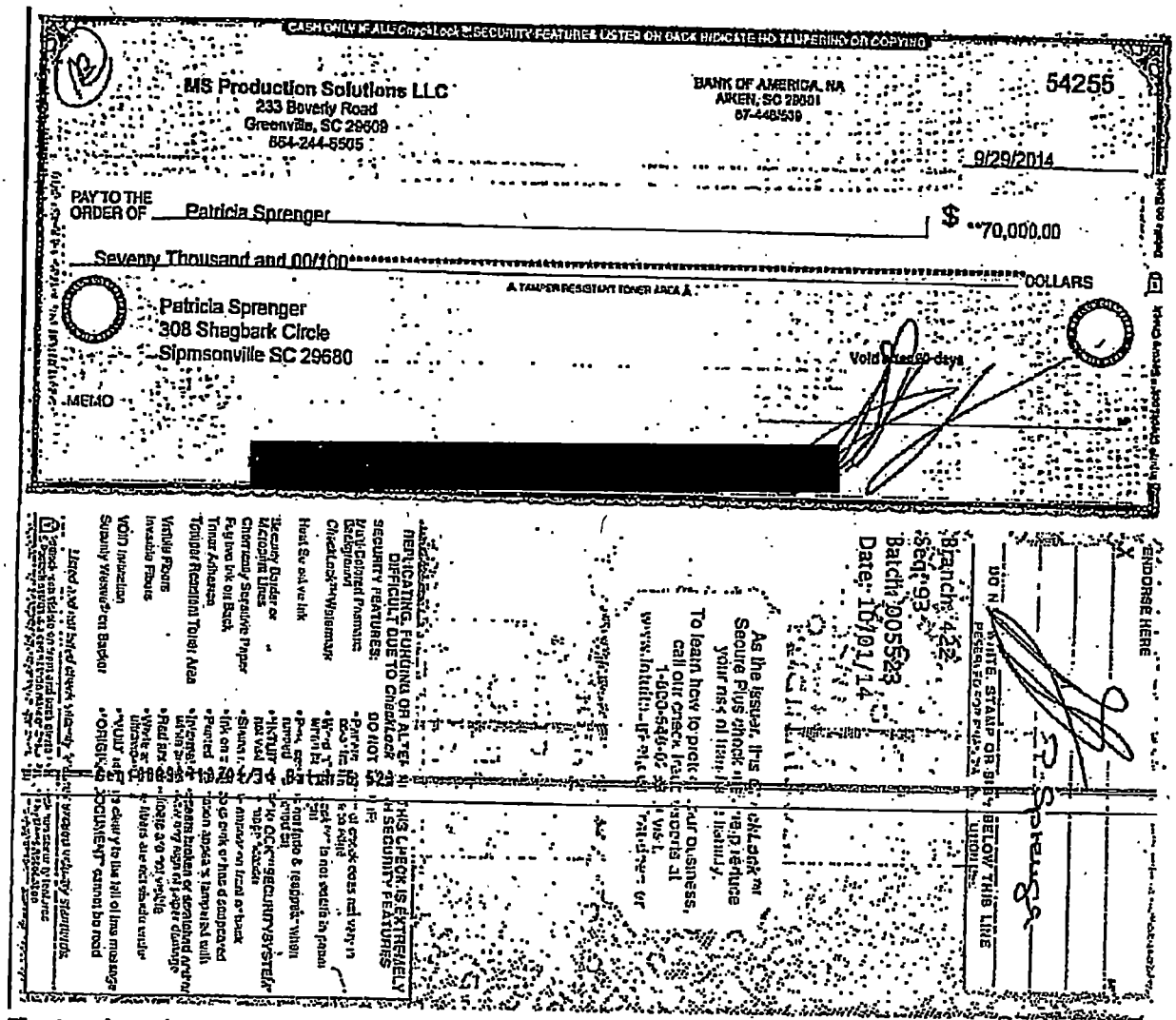
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
09/04/2014	000006700207606	53201487	-1	N		FIRST-CITIZENS BANK
09/04/2014	000006700207606	53100300	Undetermined	Y		FIRST-CITIZENS BANK
09/05/2014	003092679726	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 10/02/2014 Sequence #: 3192670987



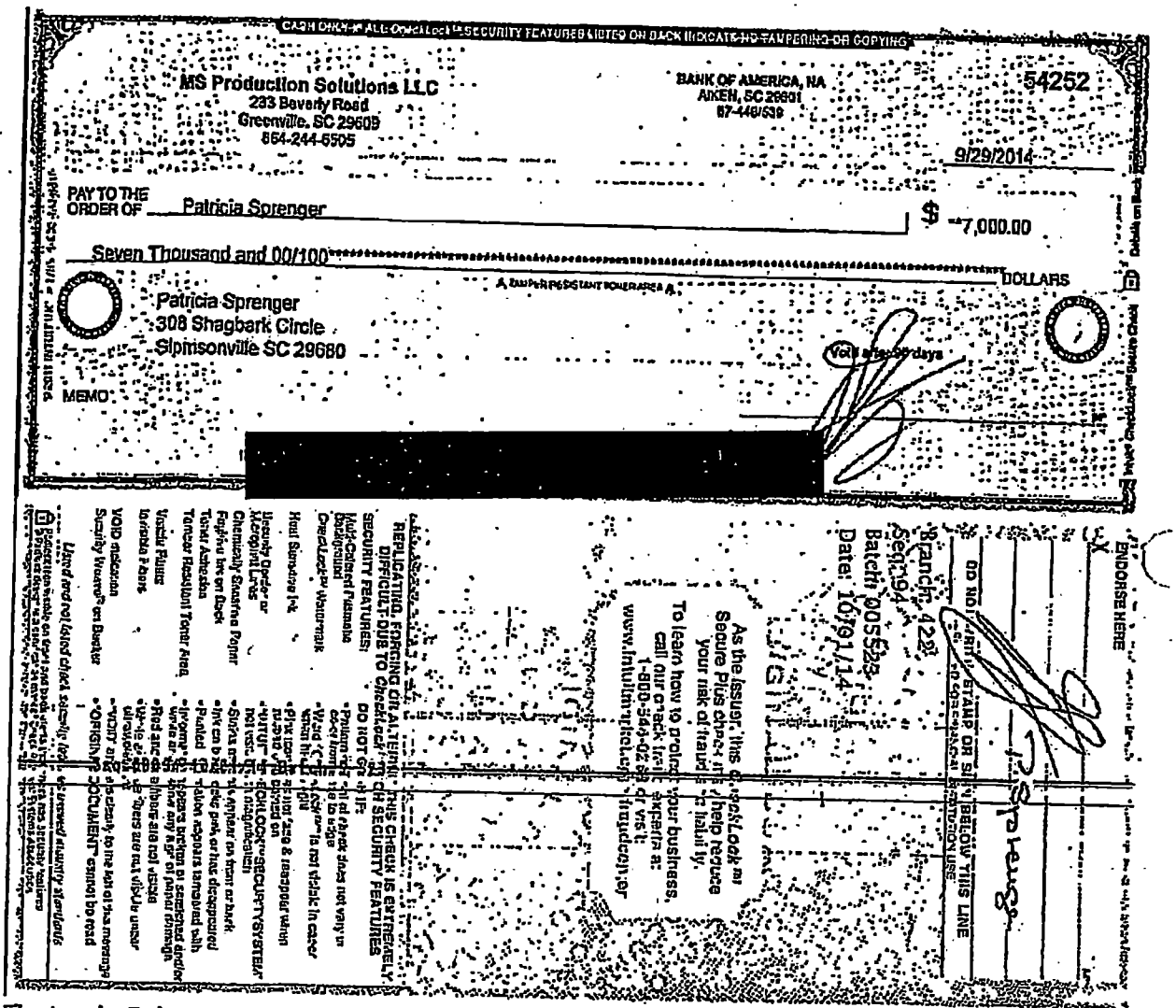
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
10/01/2014	000006700045269	53201487	-1	N		FIRST-CITIZENS BANK
10/01/2014	000006700045269	53100300	Undetermined	Y		FIRST-CITIZENS BANK
10/02/2014	003192670987	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 10/02/2014 Sequence #: 3192670988



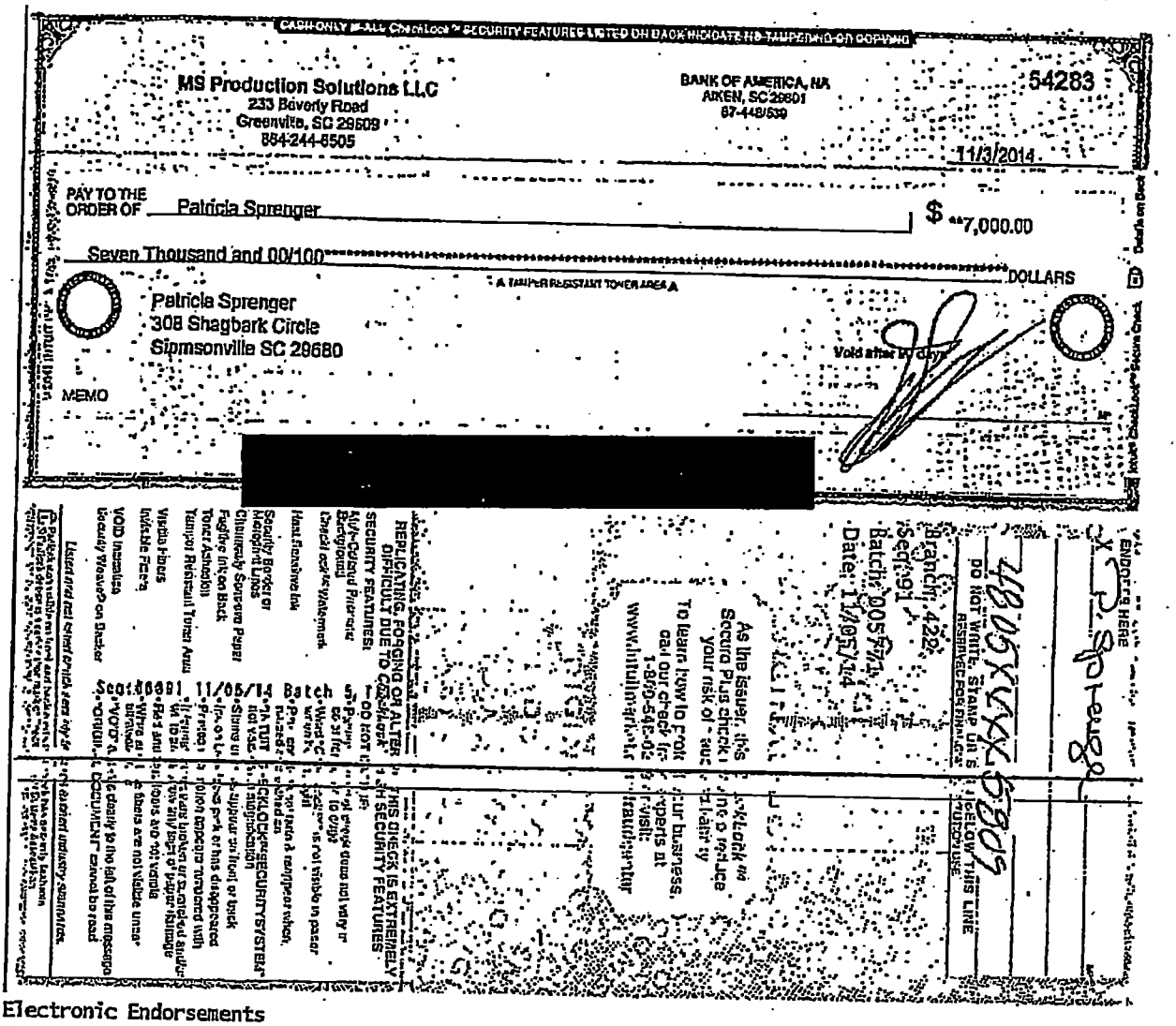
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
10/01/2014	000006700045270	53201487	-1	N		FIRST-CITIZENS BANK
10/01/2014	000006700045270	53100300	Undetermined	Y		FIRST-CITIZENS BANK
10/02/2014	003192670988	112002080	Col Bank	N		BANK OF AMERICA, NA,

No Payee Endorsements Found

Bank of America

Capture Date: 11/06/2014 Sequence #: 2692317861



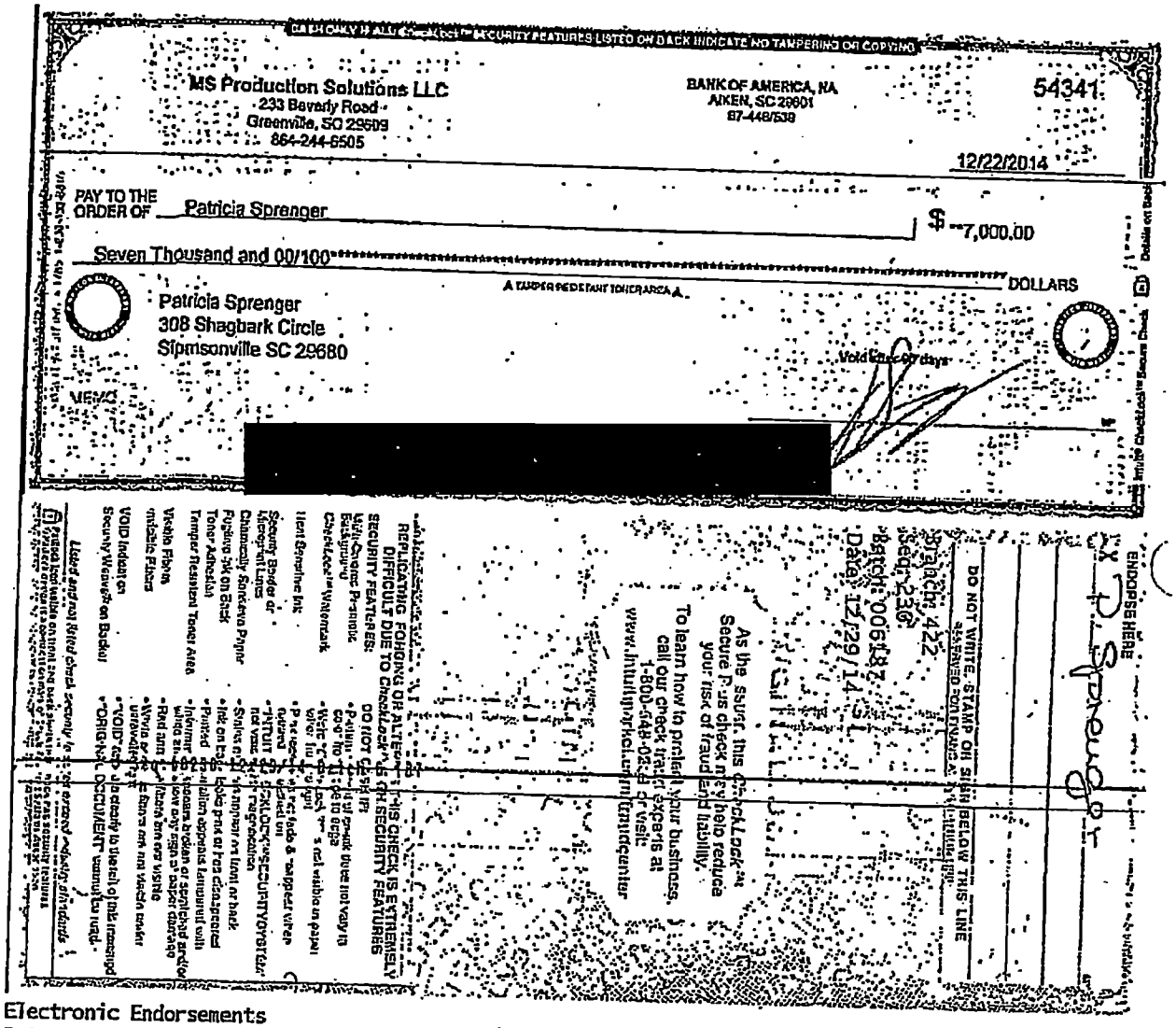
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
11/05/2014	000006700025956	53201487	-1	N		FIRST-CITIZENS BANK
11/05/2014	000006700025956	53100300	Undetermined	Y		FIRST-CITIZENS BANK
11/06/2014	002692317861	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 12/30/2014 Sequence #: 3692776258



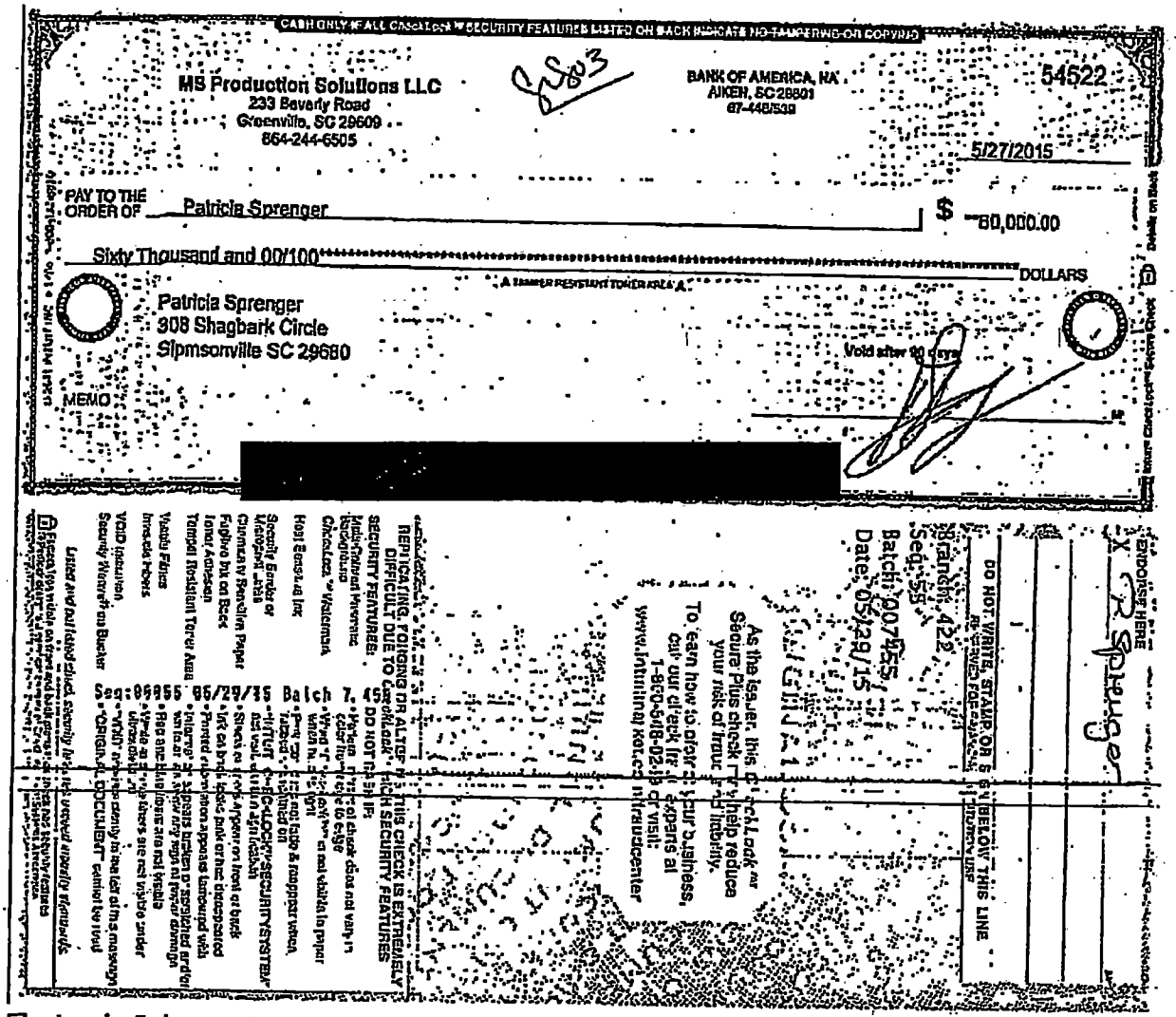
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
12/29/2014	000006700155638	53201487	-1	N		FIRST-CITIZENS BANK
12/29/2014	000006700155638	53100300	Undetermined	Y		FIRST-CITIZENS BANK
12/30/2014	003692776258	112002080	Col. Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

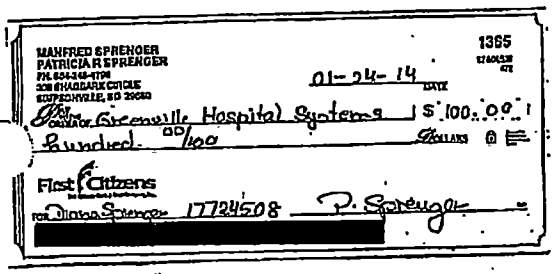
Capture Date: 06/01/2015 Sequence #: 4092616344



Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
05/29/2015	000006700066443	53201487	-1	N		FIRST-CITIZENS BANK
05/29/2015	000006700066443	53100300	Undetermined	Y		FIRST-CITIZENS BANK
06/01/2015	004092616344	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found



MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-248-4756
308 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1365

01-24-14 DATE

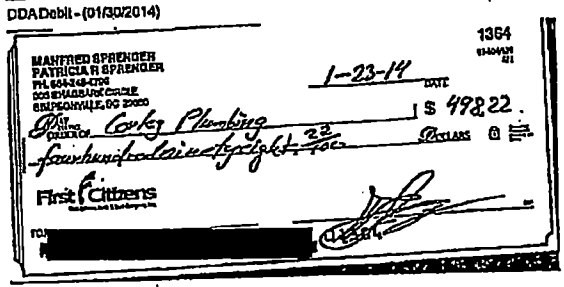
Pay to the order of Greenville Hospital Systems $ 100.00

Hundred 00/100 DOLLARS

First Citizens

For Diana Sprenger 17724508 P. Sprenger

DDA Debit - (01/30/2014)



MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-248-4756
308 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1364

1-23-14 DATE

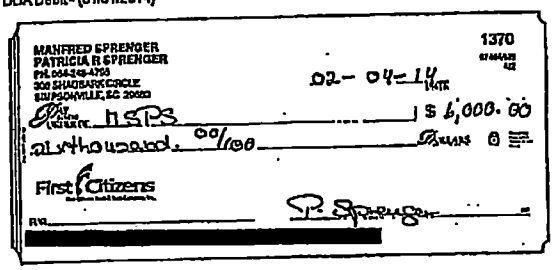
Pay to the order of Corley Plumbing $ 498.22

four hundred ninety eight + 22/100 DOLLARS

First Citizens

For [redacted]

DDA Debit - (01/31/2014)



MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-248-4756
308 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1370

02-04-14 DATE

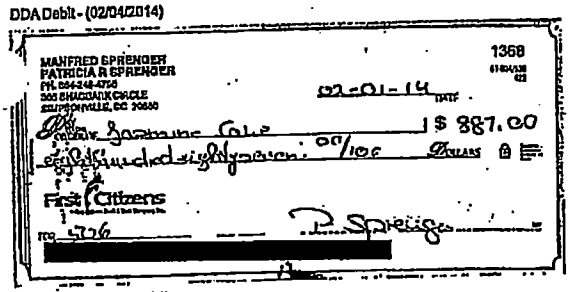
Pay to the order of USPS $ 1,000.00

one thousand 00/100 DOLLARS

First Citizens

For [redacted] P. Sprenger

DDA Debit - (02/04/2014)



MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-248-4756
308 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1368

02-01-14 DATE

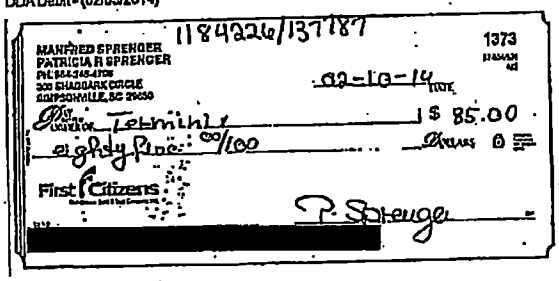
Pay to the order of Jasmine Cole $ 387.00

three hundred eighty seven 00/100 DOLLARS

First Citizens

For 5726 [redacted] P. Sprenger

DDA Debit - (02/05/2014)



1184226/137187

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-248-4756
308 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1373

02-10-14 DATE

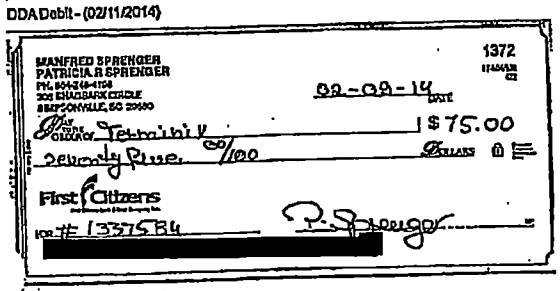
Pay to the order of Terminix $ 85.00

eighty five 00/100 DOLLARS

First Citizens

For [redacted] P. Sprenger

DDA Debit - (02/11/2014)



MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-248-4756
308 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1372

02-09-14 DATE

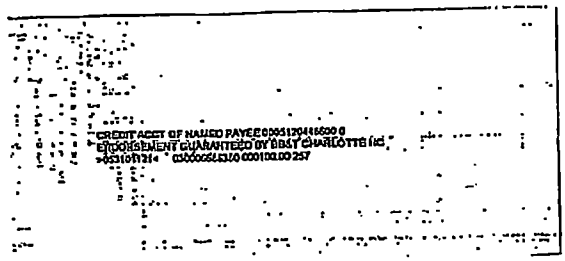
Pay to the order of Terminix $ 75.00

seventy five 00/100 DOLLARS

First Citizens

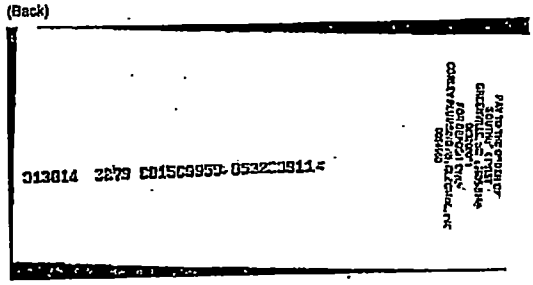
For # 13375584 [redacted] P. Sprenger

DDA Debit - (02/18/2014)



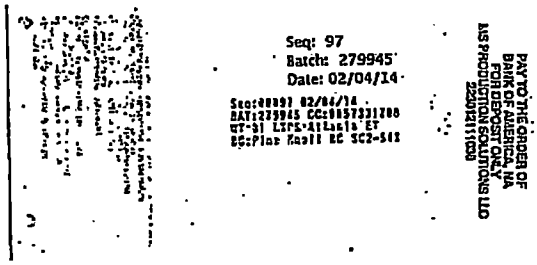
CREDIT ACCT OF NAMED PAYEE 0053174019000 6
ENDORSEMENT GUARANTEED BY BB&T CHARLOTTE NC
>053101314< 0000000.0100 0001000.000 257

(Back)



013014 2879 CD1SC9959 0532C1911<

(Back)

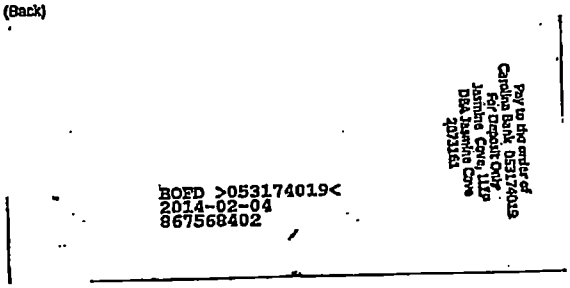


Seq: 97
Batch: 279945
Date: 02/04/14

Seq:00097 02/01/14
BAT:279945 CC:0857331788
RT:31 LIFE:21Lecia ET
DD:Plan Mail EC SC2-541

PAY TO THE ORDER OF
BANK OF AMERICA NA
FOR DEPOSIT ONLY
MS PRODUCTION SOLUTIONS LLC
2230121111000

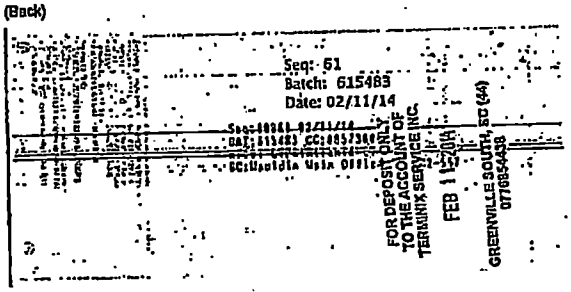
(Back)



BOED >053174019<
2014-02-04
867568402

Pay to the order of
Capital Bank 053174019
For Deposit Only
Jasmine Cole, ETUX
DDA [redacted]
0073163

(Back)

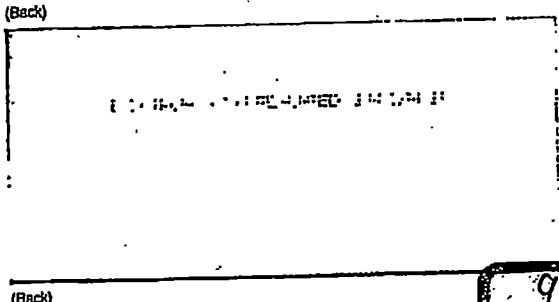


Seq: 51
Batch: 615483
Date: 02/11/14

Seq:00051 02/11/14
BAT:615483 CC:0857380[illegible]
RT:[illegible]
DD:Upstate Main Office

FOR DEPOSIT ONLY
TO THE ACCOUNT OF
TERMINIX SERVICE INC.
FEB 11 2014
GREENVILLE SOUTH, SC (64)
[redacted]

(Back)



(Back)

9-21-15
EXHIBIT NO. 4
P. Sprenger
G. Smith

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4798
305 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1374
02-20-14 DATE
PAY TO THE ORDER OF Wood Nann $ 102.00
Hundred and no/100 DOLLARS
First Citizens
FOR 711-1674500 P. Sprenger
[redacted]

DDA Debit - (02/25/2014)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4798
305 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1375
02-20-14 DATE
PAY TO THE ORDER OF Bryson PTA $ 245.00
two hundred forty five and no/100 DOLLARS
First Citizens
FOR Dylan Sanchez P. Sprenger
[redacted]

DDA Debit - (02/27/2014)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-245-0793
305 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1376
03-01-14 DATE
PAY TO THE ORDER OF Jasmine Cove $ 827.00
eight hundred eighty seven and no/100 DOLLARS
First Citizens
FOR 506 P. Sprenger
[redacted]

DDA Debit - (03/04/2014)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4798
305 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1377
02-24-14 DATE
PAY TO THE ORDER OF Greenville Hospital System $ 100.00
hundred and no/100 DOLLARS
First Citizens
FOR 1772450 Dialysis P. Sprenger
[redacted]

DDA Debit - (03/05/2014)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4798
305 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1379
03-02-14 DATE
PAY TO THE ORDER OF Progressive $ 284.00
two hundred eighty four and no/100 DOLLARS
First Citizens
FOR 28638224-2 P. Sprenger
[redacted]

DDA Debit - (03/10/2014)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4798
305 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1382
3-14-14 DATE
PAY TO THE ORDER OF York County Tax $ 715.36
nine hundred fifteen and 36/100 DOLLARS
First Citizens
FOR 1093505-14-2 P. Sprenger
[redacted]

DDA Debit - (03/18/2014)

PAY TO THE ORDER OF
PINNACLE BANK - SOUTH CAROLIN
GREENVILLE, SC 29601-1828
FOR DEPOSIT ONLY
H B HOLDINGS LLC
10005269

(Back)

FOR DEPOSIT ONLY
>053201186<
Rbc Palmetto Bk #0410
2014-02-26
04107006608
04107006608

(Back)

Pay to the order of
Carolina Bank 053174019
For Deposit Only
Jasmine Cove, LLLP
DBA Starling Cove
2073161

BOED >053174019<
2014-03-03
886556004

(Back)

CREDIT ACCT OF NAMED PAYEE 0005120418500 0
ELECTRONICALLY GUARANTEED BY DUST CHARGEBACK RIGHTS
>0510(01121< 0300056A5300 000100.00 240

(Back)

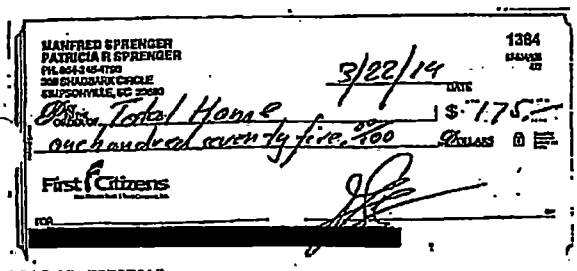
For >031100263< 03/07/14 CARD 3115 Progress
Deposit Check # A 28638224
Only New Castle DE 38700635
>0580 616707 074 0000 615703-20-10-030/0023-007

(Back)

DEPOSIT ONLY
FH7
MAR 14 2014
YORK COUNTY TREASURER

>0910-0001-94
3368361108

(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-246-4706
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1384

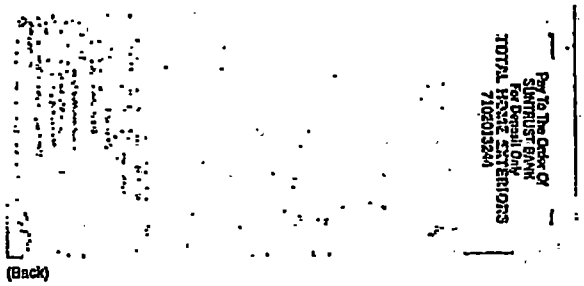
3/22/14
DATE

Pay To The Total Home
ouchandred seventy five. 00/100 $ 1,175.00
DOLLARS

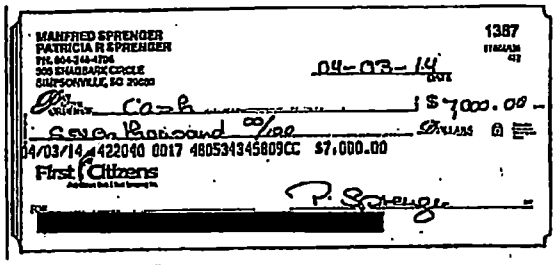
First Citizens

FOR [redacted]

DDA Debit - (03/26/2014)


Pay To The Order Of
SUNTRUST BANK
For Deposit Only
TOTAL HOME EXTERIORS
7102013241

(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-246-4706
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1387

04-03-14
DATE

Pay To The Cash
Seven Thousand 00/100 $ 7000.00
DOLLARS

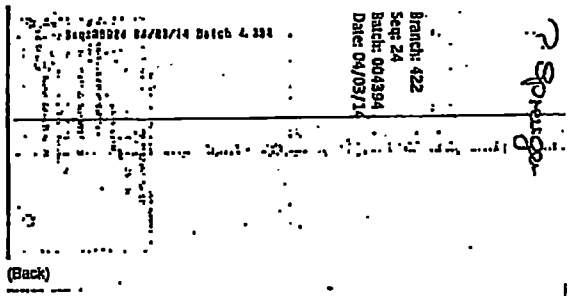
04/03/14 422040 0017 480534345809CC $7,000.00

First Citizens

FOR [redacted]

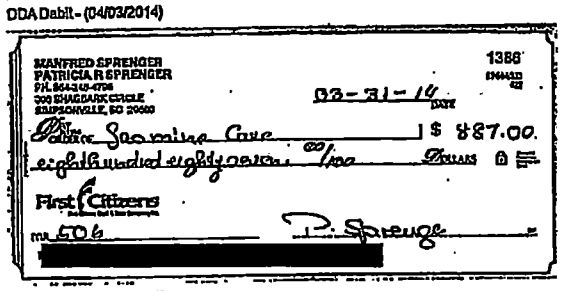
P. Sprenger

DDA Debit - (04/03/2014)


Branch: 422
Seq: 24
Batch: 004394
Date: 04/03/14

P. Sprenger

(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-246-4706
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1388

03-31-14
DATE

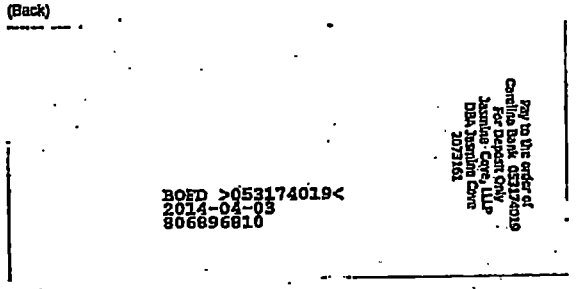
Pay To The Jasmine Cave
eight hundred eighty seven 00/100 $ 887.00
DOLLARS

First Citizens

FOR 606 [redacted]

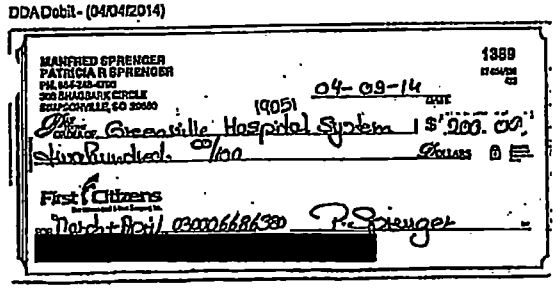
P. Sprenger

DDA Debit - (04/04/2014)


Pay to the order of
Comiso Bank 053174019
For Deposit Only
Jasmine Cave, LLLP
DBA Jasmine Cave
3073161

BOED >053174019<
2014-04-03
806896810

(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-246-4706
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1389

04-09-14
DATE

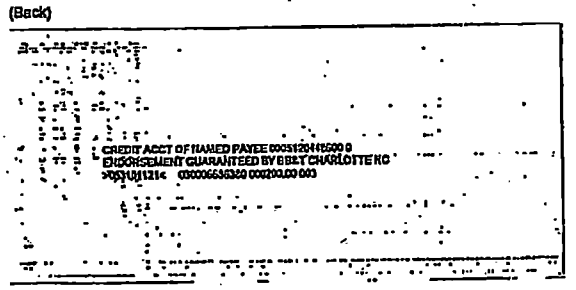
Pay To The (905) Greenville Hospital System
Nine Hundred 00/100 $ 900.00
DOLLARS

First Citizens

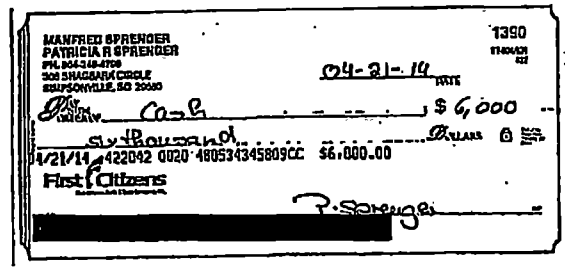
For Match+Roll 030006686330 [redacted]

P. Sprenger

DDA Debit - (04/15/2014)


CREDIT ACCT OF NAMED PAYEE 030312041550098
ENDORSEMENT GUARANTEED BY BB&T CHARLOTTE NC
>053174019< 030006686330 000900,00 000

(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-246-4706
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1390

04-21-14
DATE

Pay To The Cash
Six Thousand $ 6,000
DOLLARS

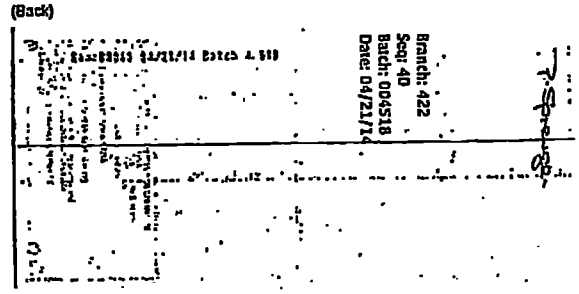
4/21/14 422042 0020 480534345809CC $6,000.00

First Citizens

FOR [redacted]

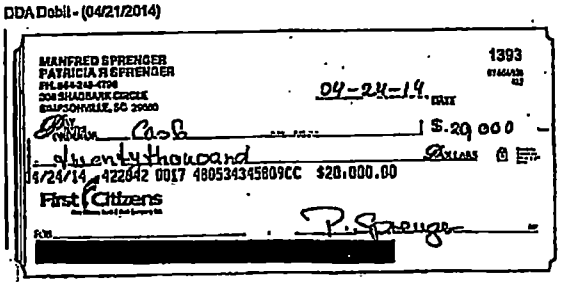
P. Sprenger

DDA Debit - (04/21/2014)


Branch: 422
Seq: 40
Batch: 004518
Date: 04/21/14

P. Sprenger

(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-246-4706
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1393

04-24-14
DATE

Pay To The Cash
Twenty Thousand $ 20,000
DOLLARS

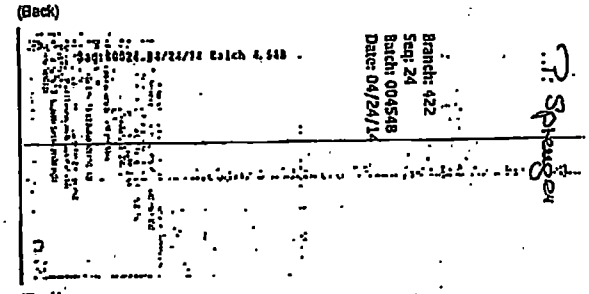
4/24/14 422042 0017 480534345809CC $20,000.00

First Citizens

FOR [redacted]

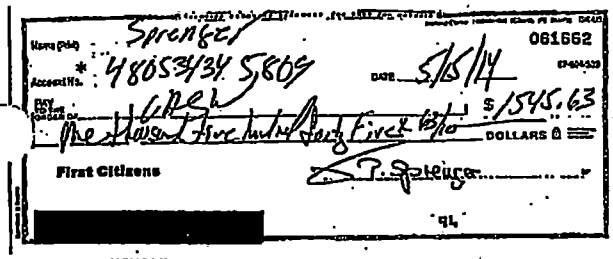
P. Sprenger

DDA Debit - (04/24/2014)

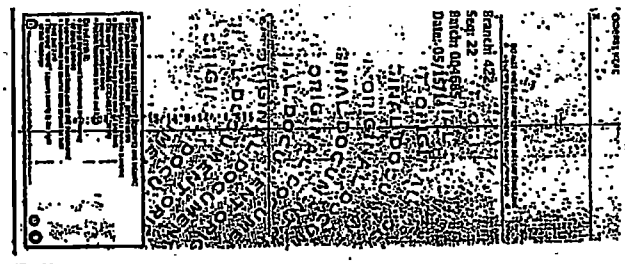

Branch: 422
Seq: 24
Batch: 004548
Date: 04/24/14

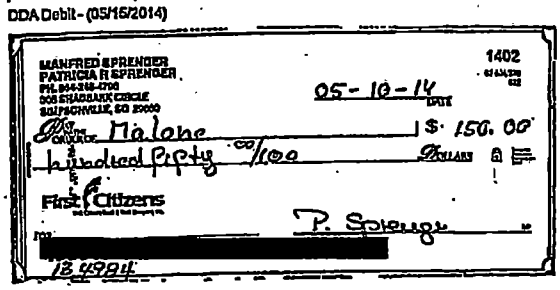
P. Sprenger

(Back)

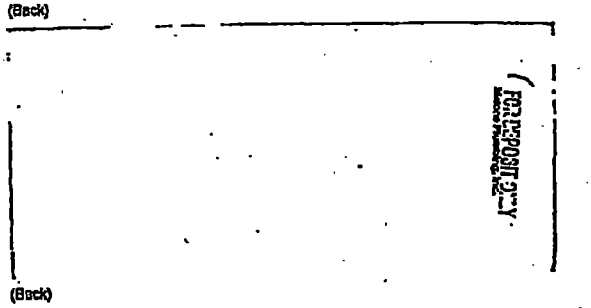

Sprenger
061662
4805 34 5809
DATE 5/15/14
Five Hundred Forty Five and 63/100 $ 1545.63
DOLLARS
First Citizens
P. Sprenger
[redacted]

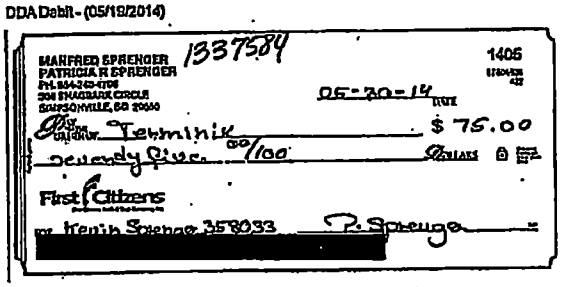
DDA Debit - (05/15/2014)


(Back)

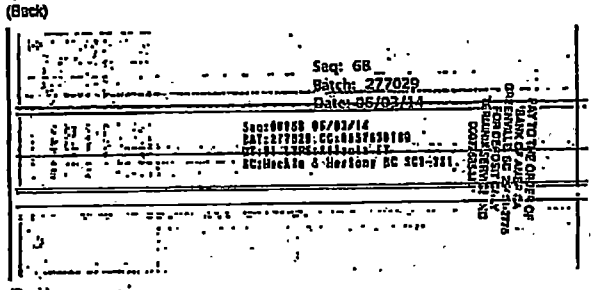

MANFRED SPRENGER
PATRICIA R SPRENGER
[redacted]
1402
05-10-14
Malone
$ 150.00
Hundred Fifty 00/100 Dollars
First Citizens
P. Sprenger
[redacted]

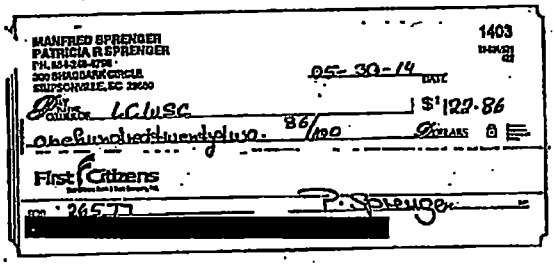
DDA Debit - (05/19/2014)


(Back)

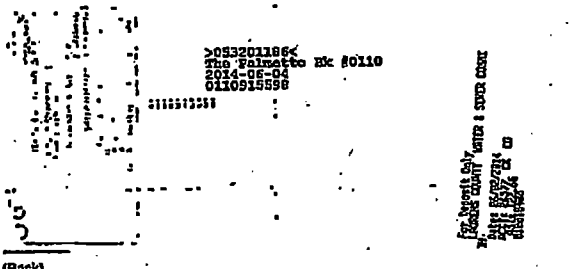

MANFRED SPRENGER
PATRICIA R SPRENGER
[redacted]
1337584
1405
05-30-14
Terminix
$ 75.00
Seventy Five 00/100 Dollars
First Citizens
for Kenia Sprenger 358033
P. Sprenger
[redacted]

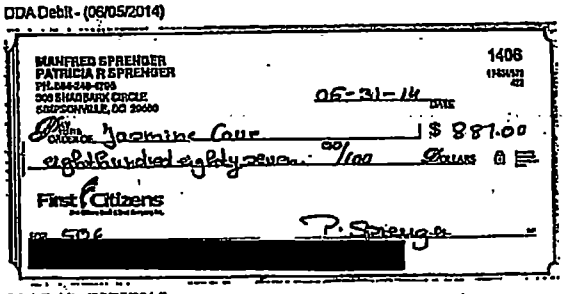
DDA Debit - (06/03/2014)


Seq: 68
Batch: 277029
Date: 06/03/14
(Back)

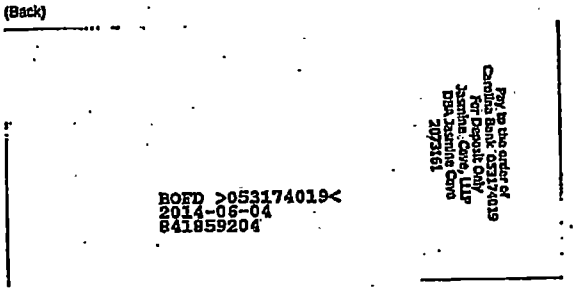

MANFRED SPRENGER
PATRICIA R SPRENGER
[redacted]
1403
05-30-14
LCWSC
$ 122.86
One Hundred Twenty Two and 86/100 Dollars
First Citizens
for 26577
P. Sprenger
[redacted]

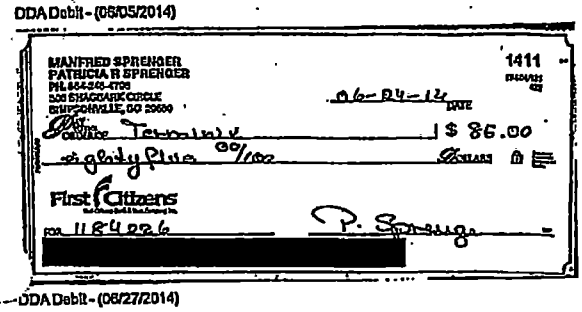
DDA Debit - (06/05/2014)


>053201186<
The Palmetto Bk #0110
2014-06-04
0110515598
(Back)

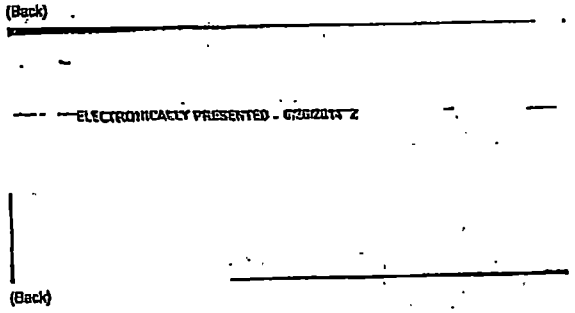

MANFRED SPRENGER
PATRICIA R SPRENGER
[redacted]
1406
06-31-14
Jasmine Cove
$ 887.00
eight Hundred eighty seven and 00/100 Dollars
First Citizens
for 506
P. Sprenger
[redacted]

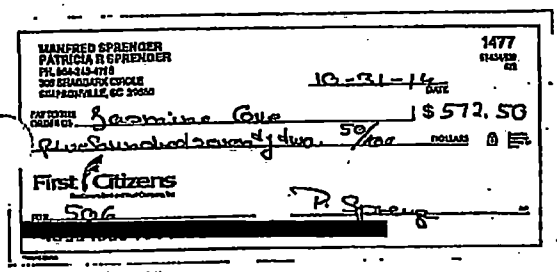
DDA Debit - (06/05/2014)


BOED >053174019<
2014-06-04
841859204
(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
[redacted]
1411
06-24-14
Terminix
$ 86.00
eighty Five 00/100 Dollars
First Citizens
for 11840026
P. Sprenger
[redacted]

DDA Debit - (06/27/2014)


ELECTRONICALLY PRESENTED - 6/26/2014 Z
(Back)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-345-4718
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1477

10-31-14

Jasmine Cove | $ 572.50

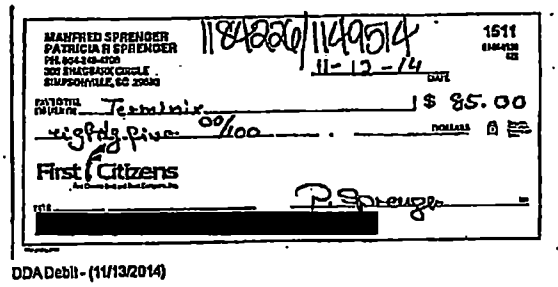
Five Hundred seventy two 50/100 DOLLARS

First Citizens

FOR 506

P Sprenger

DDA Debit - (11/06/2014)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-345-4718
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1184886/1149514

1511

11-12-14

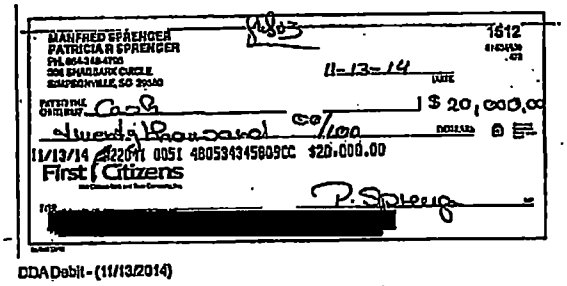
Terminix | $ 85.00

eighty five 00/100 DOLLARS

First Citizens

P Sprenger

DDA Debit - (11/13/2014)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-345-4718
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

4803

1512

11-13-14

Cash | $ 20,000.00

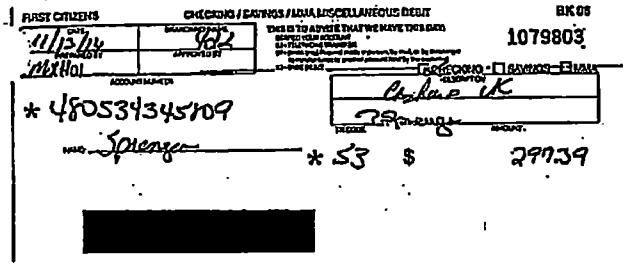
twenty thousand 00/100 DOLLARS

11/13/14 122011 0051 4805343458096C $20,000.00

First Citizens

P. Sprenger

DDA Debit - (11/13/2014)


FIRST CITIZENS

CHECKING / SAVINGS / LOAN MISCELLANEOUS DEBIT

BK 05

11/13/14

902

1079803

THIS IS TO ADVISE THAT WE HAVE THIS DAY

PAY TO THE ORDER OF

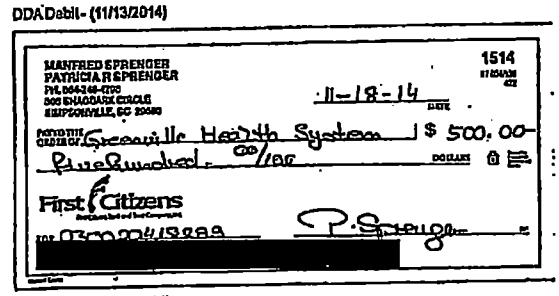
Ashley UK

P Sprenger

* 480534345709

Sprenger * 53 $ 297.39

DDA Debit - (11/13/2014)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-345-4718
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1514

11-18-14

PAY TO THE ORDER OF Greenville Health System | $ 500.00

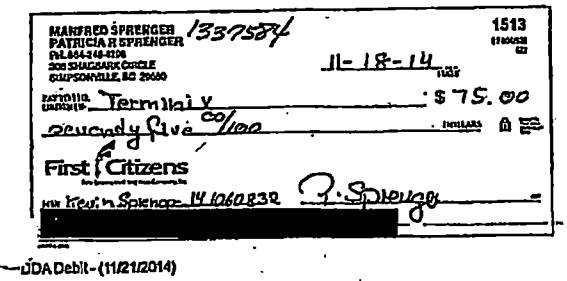
Five Hundred 00/100 DOLLARS

First Citizens

FOR 0300204/13888

P. Sprenger

DDA Debit - (11/20/2014)


MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-345-4718
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1337584

1513

11-18-14

PAY TO THE ORDER OF Termlnix | $ 75.00

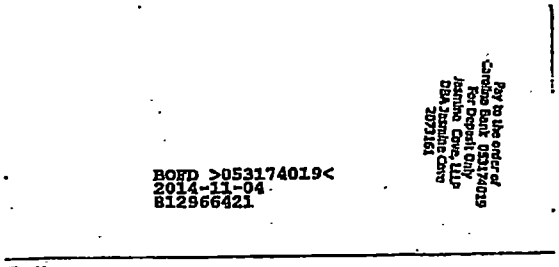
seventy five 00/100 DOLLARS

First Citizens

FOR Kevin Sprenger 14 1060832

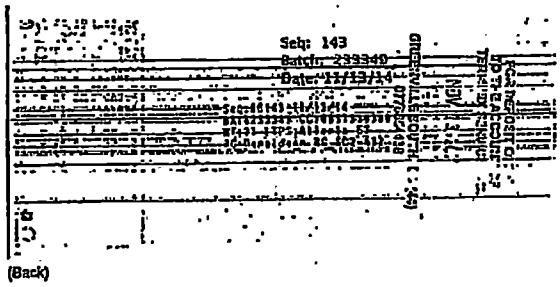
P. Sprenger

DDA Debit - (11/21/2014)

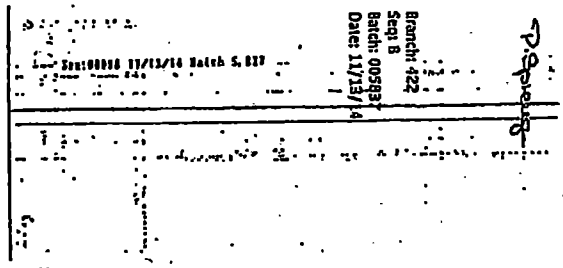

BOFD >053174019<
2014-11-04
812966421

Pay to the order of
Any Bank
All Prior Endorsements Guaranteed
Any Bank
ABA 053174019
2014-11-04

(Back)


Seq: 143
Batch: 233349
Date: 11/13/14

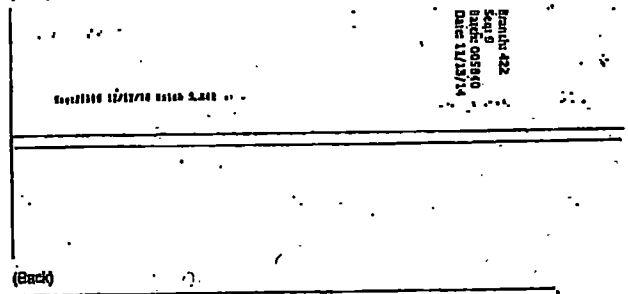
(Back)


Seq:00008 11/13/14 Batch 5,837

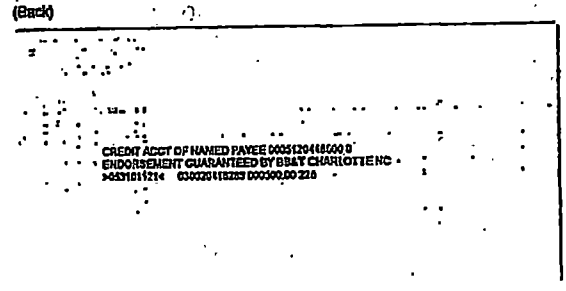
Branch: 422
Seq: 8
Batch: 005837
Date: 11/13/14

P. Sprenger

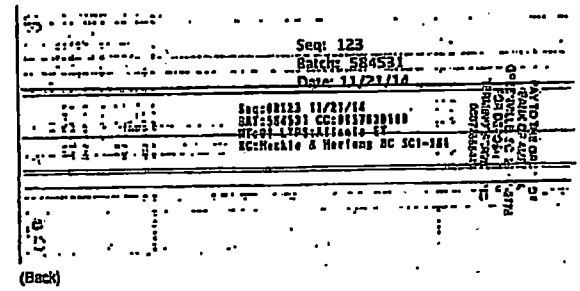
(Back)


Branch: 422
Seq: 9
Batch: 005860
Date: 11/13/14

(Back)


CREDIT ACCT OF NAMED PAYEE 0005120488000 0
ENDORSEMENT GUARANTEED BY BB&T CHARLOTTE NC

(Back)


Seq: 123
Batch: 584531
Date: 11/21/14

Seq:00123 11/21/14
BAT:584531 CC:0413738168
MT:01-1195:Atlanta GA
RC:Rockle & Herlong SC SC1-581

PAY TO THE ORDER OF
BANK OF AMERICA
CHARLOTTE, NC
ATLANTA, GA

(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4705
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1516

11/24/14
DATE

PAY TO THE ORDER OF ITS Production Solution $ 40,000.00
forty thousand.00/100 DOLLARS

First Citizens

FOR [redacted]

DDA Debit - (11/24/2014)

Seq: 56
Batch: 636703
Date: 11/24/14

Credited To The Account Of
The Wilkins Named Payee
Endorsement Guaranteed
Bankers Armor Co., N.A.

(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4705
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1515

11-19-14
DATE

PAY TO THE ORDER OF Dallas Ward $ 945.88
nine hundred forty five 88/100 DOLLARS

First Citizens

FOR 1115 [redacted] P. Sprenger

DDA Debit - (11/25/2014)

(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4705
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1517

11-25-14
DATE

PAY TO THE ORDER OF Greenville Hospital Systems $ 100.00
One Hundred 00/100 DOLLARS

First Citizens

FOR 1794508 [redacted] P. Sprenger

DDA Debit - (12/02/2014)

CREDIT ACCT OF NAMED PAYEE 00053120416500 0
ENDORSEMENT GUARANTEED BY BB&T CHARLOTTE NC
>053101214 03002041650 000100.00 123

(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4705
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1518

11-28-14
DATE

PAY TO THE ORDER OF Jerry Henderson $ 1,095.00
one thousand ninety five 00/100 DOLLARS

First Citizens

FOR Love Diana Sprenger [redacted] P. Sprenger

DDA Debit - (12/02/2014)

Branch: 422
Seq: 21
Batch: 005994
Date: 12/02/14

(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4705
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1522

12-04-14
DATE

PAY TO THE ORDER OF Greenville Health System $ 500.00
Five Hundred 00/100 DOLLARS

First Citizens

FOR 03000041650 89 [redacted] P. Sprenger

DDA Debit - (12/10/2014)

CREDIT ACCT OF NAMED PAYEE 00053120416500 0
ENDORSEMENT GUARANTEED BY BB&T CHARLOTTE NC
>053101214 03002041650 000500.00 123

(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
PH. 864-348-4705
308 SHAGBARK CIRCLE
SIMPSONVILLE, SC 29680

1528

12-24-14
DATE

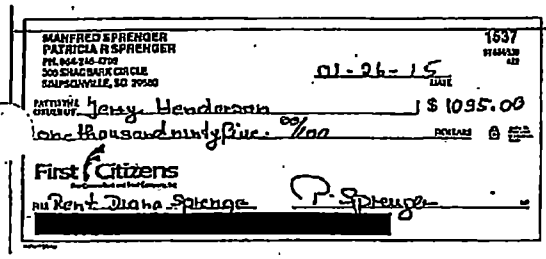
PAY TO THE ORDER OF Marcell + Dacia Sprenger $ 2,000.00
two thousand 00/100 DOLLARS

First Citizens

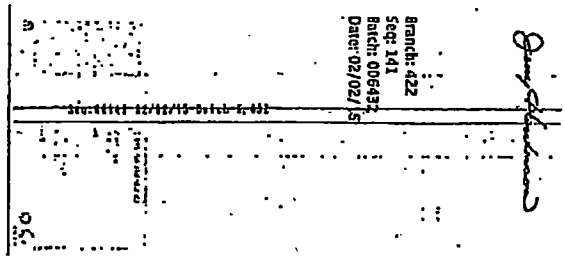
FOR [redacted] P. Sprenger

DDA Debit - (12/26/2014)

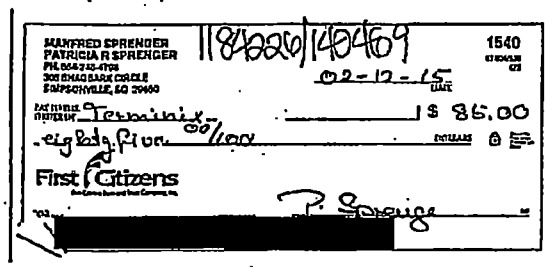
(Back)



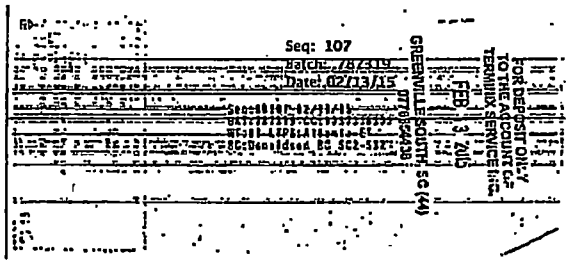
DDA Debit - (02/02/2015)



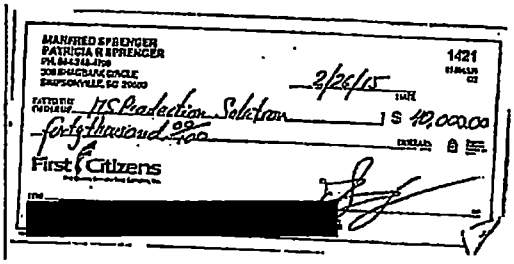
(Back)



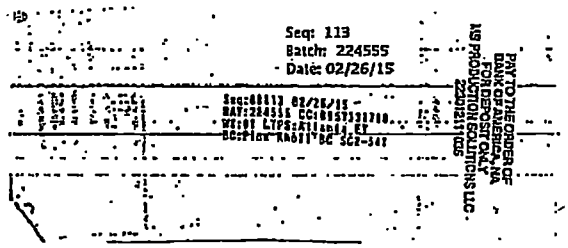
DDA Debit - (02/13/2015)



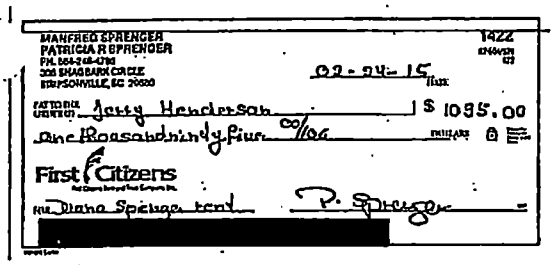
(Back)



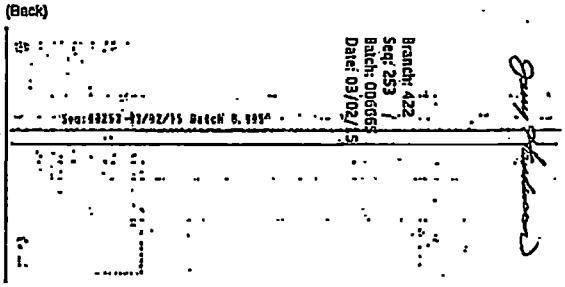
DDA Debit - (02/26/2015)



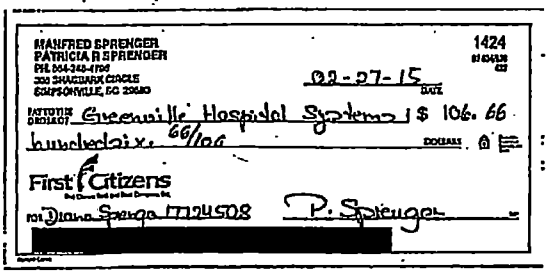
(Back)



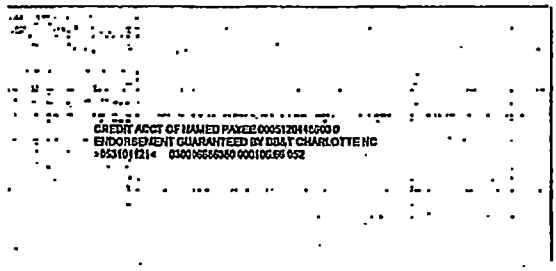
DDA Debit - (03/02/2015)



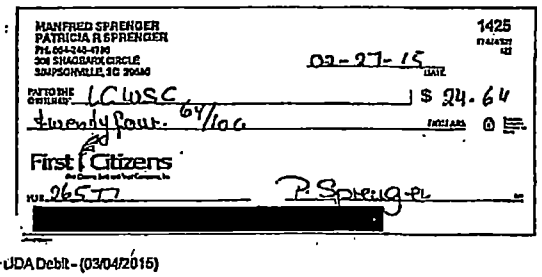
(Back)



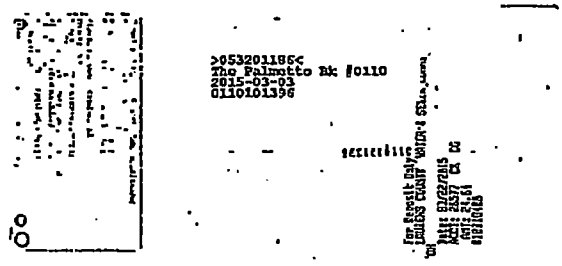
DDA Debit - (03/03/2015)



(Back)



DDA Debit - (03/04/2015)



(Back)

FIRST CITIZENS — CHECKING / SAVINGS / MMA MISCELLANEOUS DEBIT — BK 08

6/8/15 — 1152916

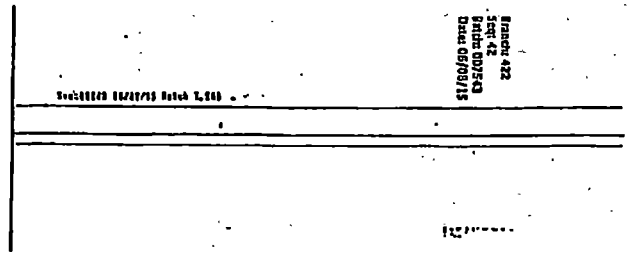
Cashier ck

* 4805343458 09

Patricia Sprenger * 53 $ 1339.16

[redacted]

DDA Debit - (06/08/2015)



(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
Ph. 864-345-4758
208 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1491

06-04-15

Pay to the Order of Cash $ 60,000.00

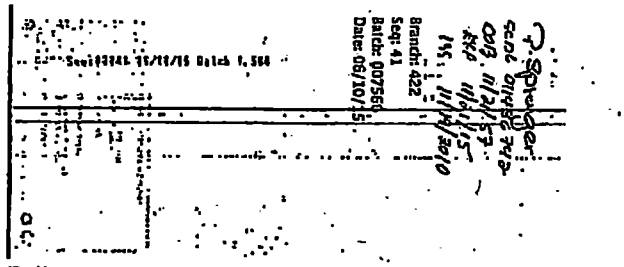
Fifty thousand 00/100 Dollars

6/10/15 4220044 0026 480534345809CC 950-000.00

First Citizens

[redacted]

DDA Debit - (06/10/2015)



(Back)

FIRST CITIZENS — CHECKING / SAVINGS / MMA MISCELLANEOUS DEBIT — BK 08

6/15/15 — 1189331

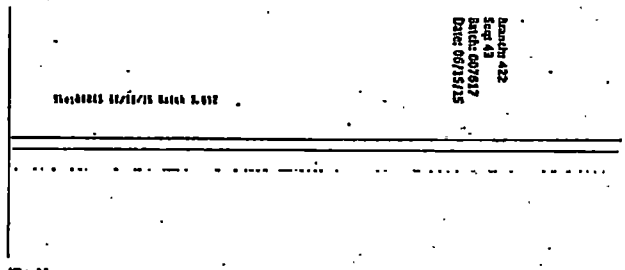
Purchase Cashiers ck

* 480534345809

Patricia Sprenger * 53 $ 1324.49

[redacted]

DDA Debit - (06/15/2015)



(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
Ph. 864-345-4758
208 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1493

06-14-15

Pay to the Order of Chris Baxter $ 600.00

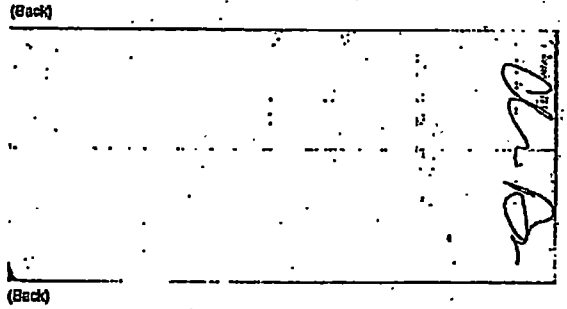
Six hundred 00/100 Dollars

First Citizens

For House Rock Hill R Sprenger

[redacted]

DDA Debit - (06/22/2015)



(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
Ph. 864-345-4758
208 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1466

06-27-15

Pay to the Order of Greenville County Tax Collector $ 460.70

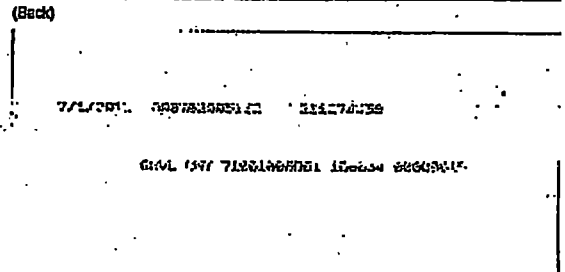
four hundred sixty 70/100 Dollars

First Citizens

For 150607802748 R Sprenger

[redacted]

DDA Debit - (07/01/2015)



(Back)

MANFRED SPRENGER
PATRICIA R SPRENGER
Ph. 864-345-4758
208 SHADDARK CIRCLE
SIMPSONVILLE, SC 29680

1494

06-21-15

Pay to the Order of LCWSC $ 142.65

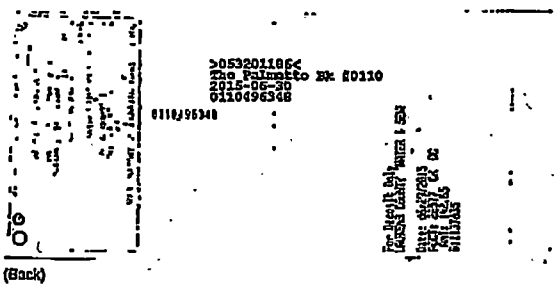
Hundred fourty three 65/100 Dollars

First Citizens

For 36577 P. Sprenger

[redacted]

DDA Debit - (07/01/2015)



(Back)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2015 MAY 5 PM 4 27

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

China Construction America
Of South Carolina, Inc.

Plaintiffs,

vs.

MS Production Solutions LLC
A/k/a MSPS Steel Fabricators

Defendants.

RULE TO SHOW CAUSE AND ORDER OF REFERENCE
(Case. NO.: 2014-CP-23-1871)

Judgment having been rendered, an Execution issued, a *Nulla Bona* return made to said Execution, the Petitioner having moved for an examination of the Respondent, pursuant to the provisions of §15-39-310, *et seq.*, as amended; it is therefore,

ORDERED that **MS Production Solutions LLC a/k/a MSPS Steel Fabricators,** DO APPEAR before **The Honorable Charles B. Simmons, Jr., Master-In-Equity for Greenville County, Greenville County Courthouse, 305 East North Street, Courtroom 5, Greenville, South Carolina, on the** 2nd **day of** June **, 2015, at** 2:30 **a.m./p.m.,** to answer under oath concerning your assets; TO SHOW CAUSE why your property should not be applied towards satisfaction of the Judgment set out in the Petition; to SHOW CAUSE why a Receiver of Respondent's property should not be appointed, pursuant to the provisions of § 15-39-430, et seq. South Carolina Code Ann. (Law. Co-op. 1976).

The Master-in-Equity will entertain and rule upon all motions necessary to dispose of this

RBS

matter, to include but not limited to, motions to dismiss, motions to appoint Receiver, motions to continue the matter, and motions to sell all or certain property of judgment debtor in satisfaction of the Petitioner's debt and has authority to enter a Final Order. Any appeal from the Master-in-Equity is directly to the Supreme Court.

IT IS FURTHER ORDERED that the Respondent is hereby restrained and enjoined from making any transaction or transfer or other disposition of property belonging to him/it which is not exempt from execution pending further Order of this Court.

YOU ARE FURTHER ORDERED PRODUCE A COPY OF THE FOLLOWING DOCUMENTS TO COUNSEL FOR PLAINTIFF ON, OR BEFORE, FIVE (5) BUSINESS DAYS BEFORE THIS HEARING:

1. Bank statements for all bank accounts owned in whole or in part by Defendants for the past year.
2. Pay stubs for the past five (5) years.
3. Federal and State Tax returns for the past five (5) years.
4. Insurance Policies [home, automobile, real estate, etc...].
5. Records of any real estate owned, either in whole or in part.
6. Records of vehicles and boats.
7. Any inventories of personal property.
8. Copies of any contracts entitling you to payment of money.
9. Any personal financial statements prepared for any reasons either by your self or by any independent sources, with any applicable notes attached thereto from the past five (5) years and, if not reflected in such statements, a complete description of any and all contingent liabilities, including guarantees, by you.
10. Any and all year-end financial statements of any corporation, partnership, trust, or other business entity in which you hold directly or indirectly a 10% interest (balance sheet statements and statement of in come and expenses) audited and unaudited for the last three years of the respective entities with any applicable notes attached thereto and any subsequently prepared

financial reports or statements prepared by the entity or on its behalf for any reason.

11. Any and all documents and financial records that relate to, refer to, or describe, recount, or are in any way related to any transfer of or pledge, hypothecation, gift, assignment, or granting of a security interest in assets owned or controlled by him, made by him, or on his behalf in excess of One Hundred Dollars ($100) in any single transaction from the past five (5) years to the present, and any and all documents and financial records that relate to, refer to, to describe the disposition of proceeds, promissory notes, or other evidence of indebtedness or consideration received from such transfers, pledges, etc.

12. Any and all documents and financial records that relate to, refer to, or describe any and all transactions between him and members of his family.

13. Any and all documents and financial records, including appraisals which relate to, refer to, or describe or substantiate any valuation of assets disclosed in your financial statements/records produced under paragraph 11 above, and the manner of valuation or fixing of value of such assets, prepared either by you or by any third party or entity relating to these assets.

14. Any and all documents which relate to, or recount or describe any pending or potential claim against you or against any entity referenced in paragraph 10 above, whether or not currently in litigation, together with any and all documents which relate to, recount, or describe any judgments held against you or any entity referenced in paragraph 10.

15. Any and all documents which relate to, refer to, or describe any trust in which you are a beneficiary, including any financial statements of the aforesaid trust and the dispositive provisions of the trust as relates to you and members of your family.

IF YOU DO NOT APPEAR IT MAY RESULT IN THE APPOINTMENT OF A RECEIVER AND AWARDING THE PLAINTIFF/PETITIONER SUCH OTHER AND FURTHER RELIEF AS MAY BE REQUESTED. YOU MAY ALSO BE HELD IN CONTEMPT OF COURT, WHICH COULD RESULT IN A FINE AND/OR JAIL SENTENCE.

AND IT IS SO ORDERED.

s/Robin B. Stilwell
Presiding Circuit Court Judge, Greenville County
STILWELL/2158

Greenville, South Carolina

MAY, 2015

FILED-CLERK OF COURT
GREENVILLE COUNTY
PAUL D. WICKENSIMER
2015 MAY 5 PM 4 27

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF GREENVILLE)

China Construction America
Of South Carolina, Inc.

Plaintiffs,

vs.

MS Production Solutions LLC
A/k/a MSPS Steel Fabricators

Defendants.

VERIFIED PETITION FOR SUPPLEMENTAL PROCEEDINGS
(Case. NO.: 2014-CP-23-1871)

PETITIONER WOULD RESPECTFULLY SHOW:

That heretofore Petitioner recovered and recorded judgment against Respondent MS Production Solutions LLC a/k/a MSPS Steel Fabricators ("Respondent") as hereinafter set forth; and that there is still due and owing on said judgment the sum indicated, Respondent having failed and refused to satisfy same:

JUDGMENT ENTERED:		January 28, 2015 in Greenville County
JUDGMENT ROLL #	:	2014-CP-23-1871
AMOUNT DUE	:	$657.137.30, plus interest as accrued

1. That execution thereafter was duly issued to the Sheriff of Greenville County against Respondent and said Sheriff has returned same NULLA BONA.

2. That upon information and belief, the Respondent has assets in the County not exempt from levy which Respondent unjustly refuses to apply toward satisfaction of said judgment.

3. That Petitioner is informed and believes that it is entitled under the law and statutes to have an examination of Respondent in supplementary proceedings and to ascertain and discover any and all property and assets, real, personal, or mixed, and wheresoever situated,

belonging to Respondent; or in which Respondent could claim any interest, solely or in conjunction with any person, firm, or corporation or entity, and any or all of which is or should be made applicable by the Court to the payment of said debt.

4. In addition, Petitioner is entitled to the appointment of a receiver of Respondent for any and all of the aforesaid property, assets, or effects which are so discovered or revealed in order to carry said judgment into effect.

WHEREFORE Petitioner prays that this court do inquire into the matters hereinabove alleged and that it issue such order or orders granting relief to which Petitioner believes it is entitled, for all expended and statutory costs allowable for this proceeding, and for such other and further relief and remedies as may be allowable and which the Court may deem proper.

And further Petitioner requests this matter be referred to the Master-in-Equity pursuant to Rule 53 of the South Carolina Rules of Civil Procedure with authority to enter a final order with any appeal being directly to the South Carolina Supreme Court.

BRUNER, POWELL, WALL & MULLINS, LLC

Caitlin Heyward

Joey R. Floyd
Henry P. Wall
Caitlin C. Heyward
P.O. Box 61110
Columbia, South Carolina 29260-1110
(803) 252-7693
Attorneys for Petitioner
China Construction America of South Carolina, Inc.

April 13, 2015

VERIFICATION

PERSONALLY appears Caitlin C. Heyward, who first being duly sworn, deposes and says that he is the attorney for the Petitioning judgment creditor and that he has read the foregoing Petition and knows the contents thereof and the same are true of his own knowledge except to matters alleged therein on information and belief, and as to these, he believes it to be true, that he is the attorney for the Petitioner and is authorized to make this oath on their behalf.

Caitlin Heyward

Caitlin C. Heyward
Attorney for the Petitioner

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 13 DAY OF April, 2015

Notary Public for South Carolina
My Commission Expires: 01/22/2017

Bank of America

Capture Date: 10/14/2014 Sequence #: 3442498489

Bank of America

Checking ☐ Savings ☐ Withdrawal Slip DEBIT

Please Check Proper Box.

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 10.14.14

Name and Address: MS Production Solution
253 Beverly Rd
Greenville SC 29609

Telephone No. 864 244 6505

Three hundred sixty six 55/100 Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X Customer Signature

Total Withdrawal

$ 366.55

[redacted]

For SC Use Only 40-14-3075B 05-2008

Seq: 122
Batch: 962001
Date: 10/14/14

Exchanged for Cashier's Check # 1106100693
Or Money Order #

Bank of America, N.A.

Seq:00122 10/14/14
BAT:962001 CC:0857331738
WT:01 LIPS:Atlanta GA
BO:Pine Knott BO-SC2-347

Tran 00152 10/14/2014 10:42
Entry MSC CC 7337100 TLR 00003
Account 223012110J6
R/TH 540570139
Official Check Sale $366.55
N CHCHSCKXXXXXXXXXXXXXXXXXX 03/15

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
10/14/2014	3442498489	11000138	-1	Y		BANK OF AMERICA, NA

No Payee Endorsements Found

9-21-15
EXHIBIT NO. 6
M. Sprenger
G. Smith

Bank of America

Capture Date: 10/02/2014 Sequence #: 3742827687

Bank of America

Checking ☐ Savings ☐ Withdrawal $ DEBIT

Please Check Proper Box.

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 10/2/14

Name and Address MS Production Solution, LLC
233 Beverly Rd
Greenville SC 29609

Telephone No. (N/A)

Twenty five thousand 00/100 Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X Customer Signature

Total Withdrawal $: 25000.00

[redacted]

N sig card crt
3 day
Driver
WD

For SC Use Only 40-14-3075N 05-2008

Seq: 264
Batch: 501831
Date: 10/02/14

Tran 00034 10/02/2014 10:35
Entity NSC CC 73317001 Tr# 00007
Account 2230121110J6
R/TH 540570139
Official Check Sale $25,000.00
CKC85C********** 03/15

Seq:00264 10/02/14
BAT:501831 CC:0057331700
WT:01 LTPS:Atlanta ET
SC:Pine Knoll 30-302-541

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
10/02/2014	3742827687	11000138	-1	Y		BANK OF AMERICA, NA

No Payee Endorsements Found

Electronic Endorsements
Date Sequence Bank # Endrs Type TRN RRC Bank Name
06/19/2014 4742755725 110001380 -1 Y BANK OF AMERICA, NA
No Payee Endorsements Found

Bank of America

Check Withdrawal Slip — DEBIT

Please Check Proper Box.

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 6-19-14

Name and Address
Manfred Sprenger
833 Devereaux Rd
Greenville SC 29609

Telephone No. (864) 244-6505

Five hundred fifty 14/100 Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X Customer Signature

Total Withdrawal

$ 550.14

For SC Use Only 40-14-3075B 05-2008 varnim

[redacted]

Seq: 136
Batch: 934257
Date: 06/19/14

Tran 00015 06/19/2014 09:41
Entity NSC CC 7331700 Tlr 00088
Account 2230121310236
R/TH 590570139
Money Order Sale -- $550.14
DDA SCxxxxxxxx -- 02/15 02/18

Seq:00136 06/19/14
Ba: 934257 Tr: 00015/00088
WF:01-LTPS:Atlanta-ET
BC:Pine Knoll BC SC2-541

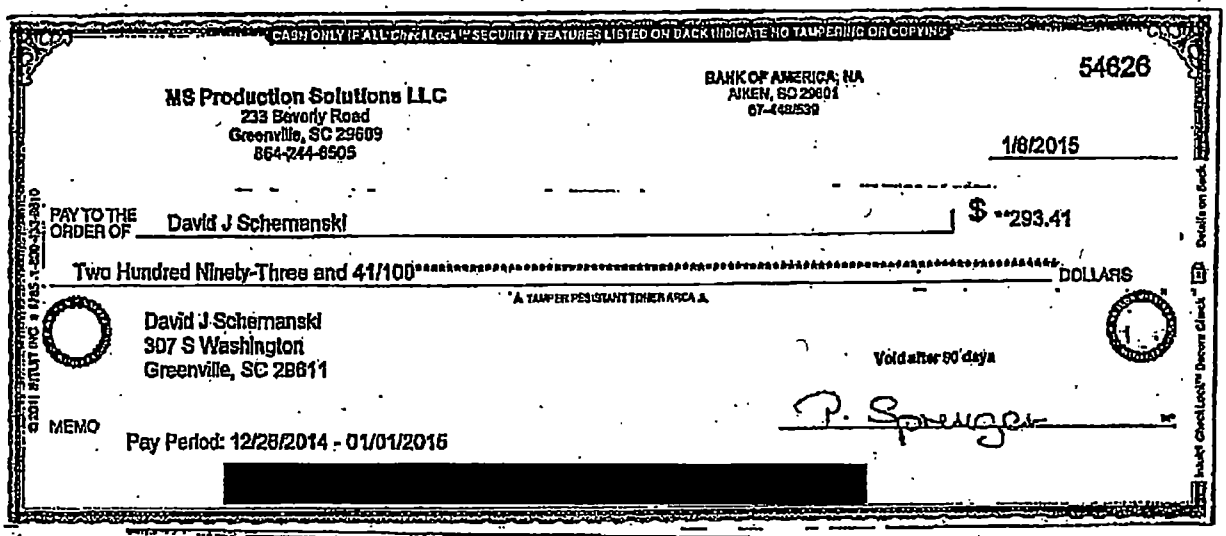
Bank of America

Capture Date: 06/19/2014 Sequence #: 4742755725

Bank of America

9-21-15
EXHIBIT NO. 7
M Sprunger
G. Smith

Capture Date: 01/12/2015 Sequence #: 5892379698



CASH ONLY IF ALL CHECK & SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

54626

MS Production Solutions LLC
233 Beverly Road
Greenville, SC 29609
864-244-6505

BANK OF AMERICA, NA
AIKEN, SC 29801
67-448/539

1/8/2015

PAY TO THE ORDER OF David J Schemanski $ **293.41

Two Hundred Ninety-Three and 41/100 DOLLARS

A TAMPER RESISTANT FEATHER ARCH A

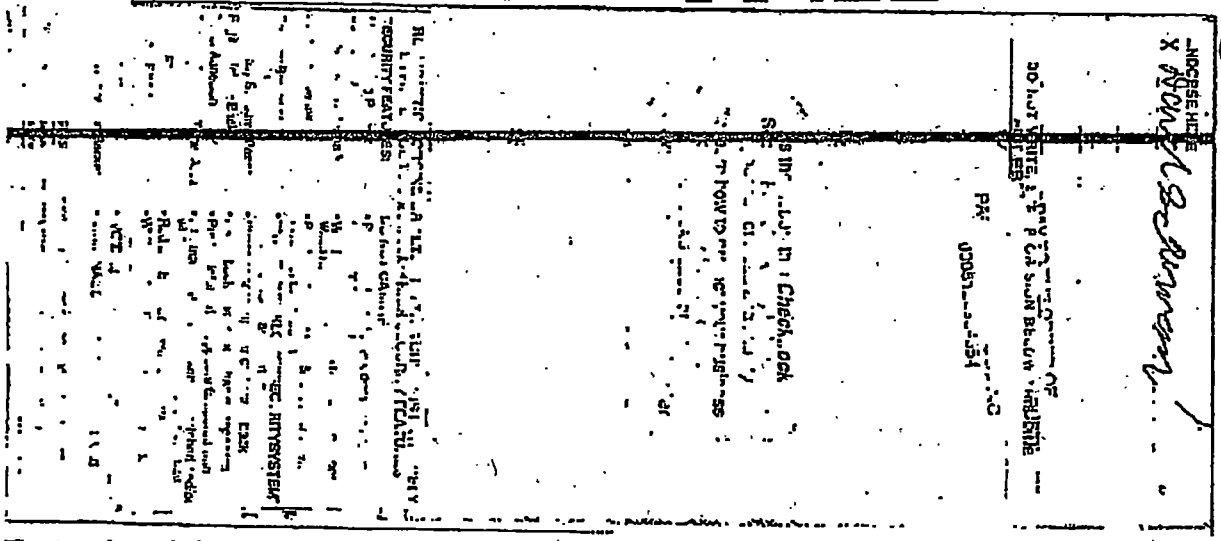
David J Schemanski
307 S Washington
Greenville, SC 29611

Void after 90 days

P. Sprunger

MEMO Pay Period: 12/28/2014 - 01/01/2015

[redacted]



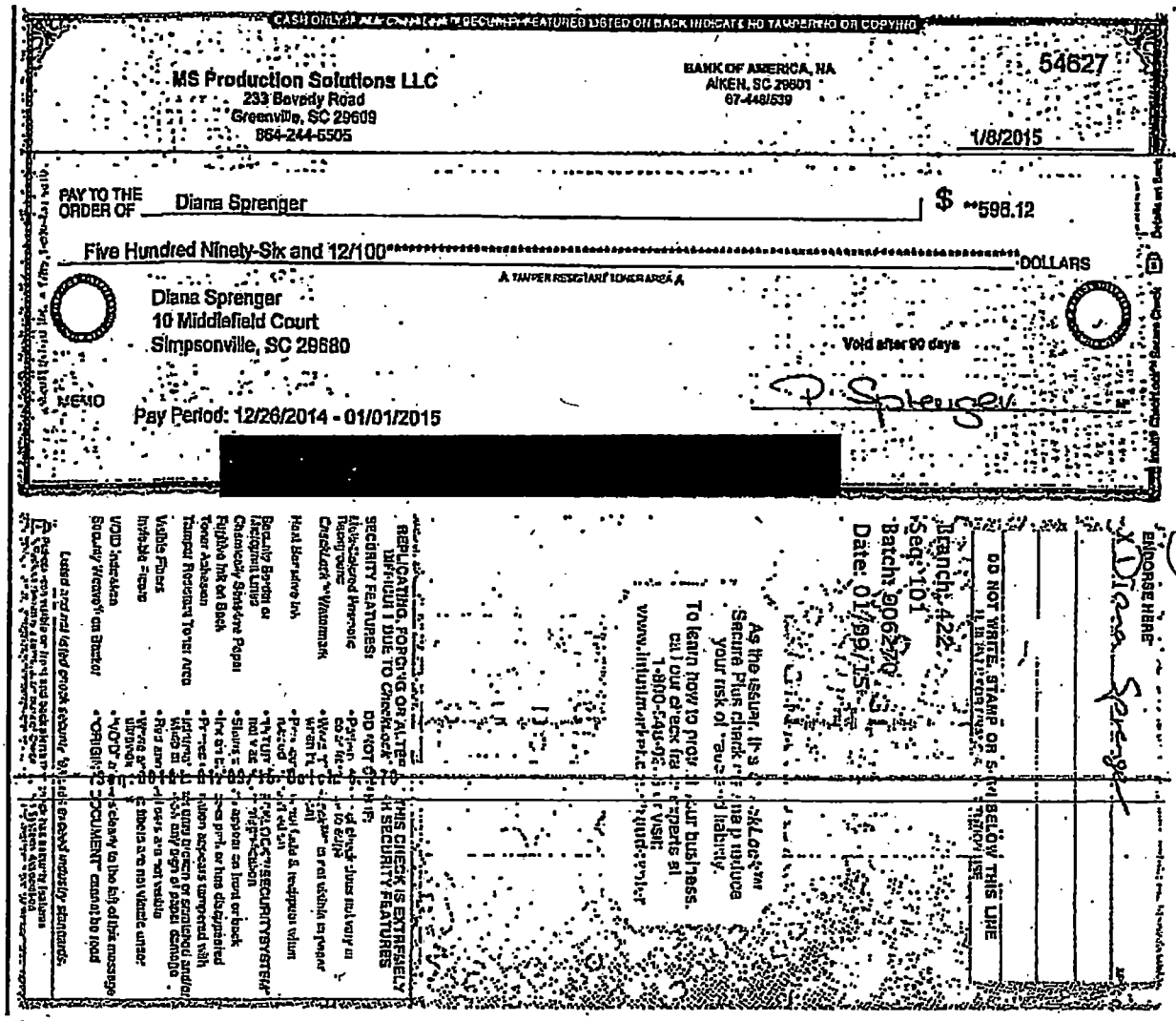
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/12/2015	2303367267	53101121	-1	Y		BRANCH BNKG AND TRUS
01/12/2015	005892379698	111012822	Pay Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 01/12/2015 Sequence #: 3792600898



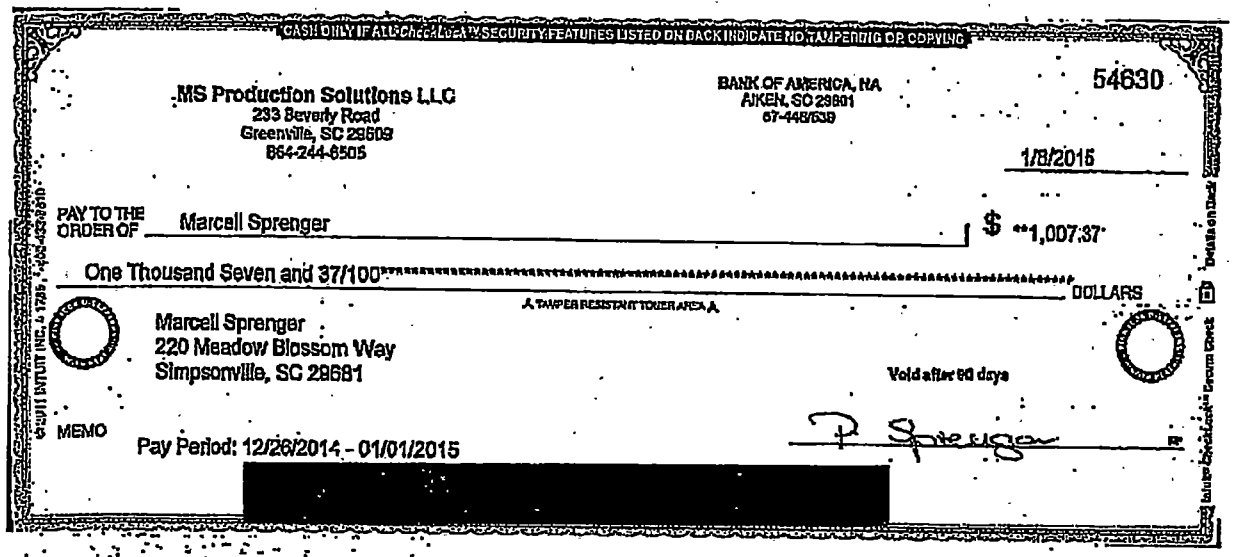
Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/09/2015	000006700173664	53201487	-1	N		FIRST-CITIZENS BANK
01/09/2015	000006700173664	53100300	Undetermined	Y		FIRST-CITIZENS BANK
01/12/2015	003792600898	112002080	Col Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 01/09/2015 Sequence #: 8492486885



CASH ONLY IF ALL CHECK LEVEL SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

MS Production Solutions LLC
293 Beverly Road
Greenville, SC 29609
864-244-6505

BANK OF AMERICA, NA
AIKEN, SC 29801
67-446/539

54630

1/8/2015

PAY TO THE ORDER OF Marcell Sprenger $ **1,007.37

One Thousand Seven and 37/100 DOLLARS

A TAMPER RESISTANT TOUCH AREA

Marcell Sprenger
220 Meadow Blossom Way
Simpsonville, SC 29681

Void after 90 days

MEMO Pay Period: 12/26/2014 - 01/01/2015

[redacted]

418435473 6

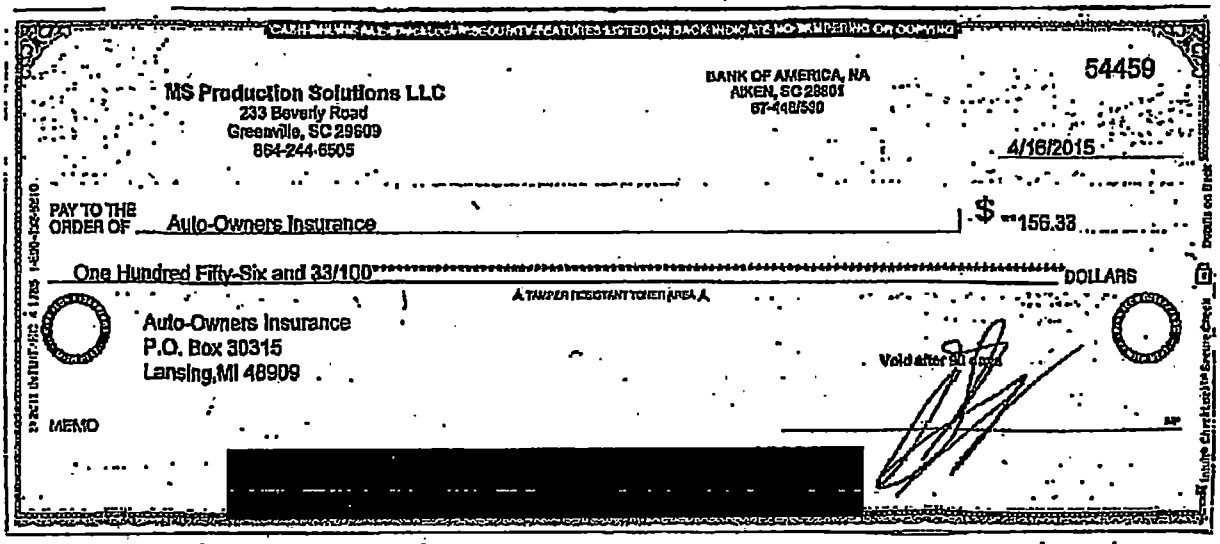
Electronic Endorsements

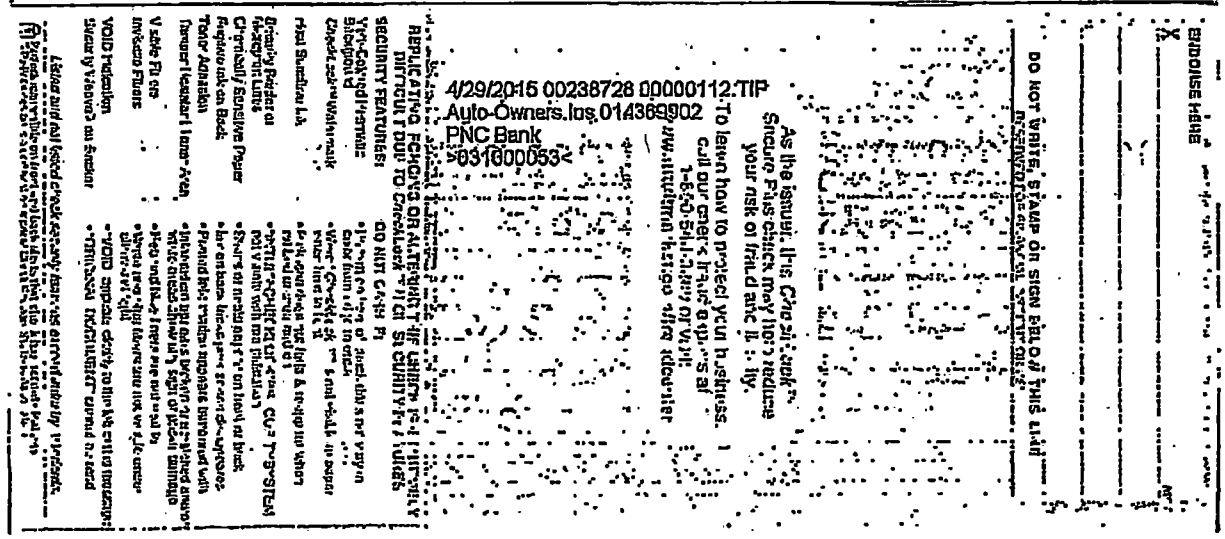
Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
01/09/2015	000004184354736	91000019	-1	Y		WELLS FARGO BANK, NA
01/09/2015	008492486885	111012822	Pay Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

Bank of America

Capture Date: 04/28/2015 Sequence #: 5792164476





Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
04/28/2015	001002387280112	31000053	-1	Y		PNC BANK, NATIONAL A
04/28/2015	008500430164	31000053	Undetermined	N		PNC BANK, NATIONAL A
04/28/2015	005792164476	111012822	Pay Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
OCT 16 2017
SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master-in-Equity

Common Pleas Case No.: 2014-CP-23-01871
Appellate Case No.: 2016-1787

China Construction America of South Carolina, Inc.....Appellant/Respondent,

vs.

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

AMENDED RECORD ON APPEAL
VOLUME III

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

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

INDEX

Rule to Show Cause and Order of Reference of May 5, 2015.....1

Order of August 5, 2014.....4

Order of October 13, 2015.....6

Amended Order of October 27, 2015.....10

Order of December 23, 2015.....13

Order of June 7, 2016.....19

Order of August 2, 2016.....32

Order of Judgment of December 24, 2014.....34

Amended Order of Judgment of January 29, 2015.....38

Appellant/Respondent's Complaint.....40

Respondents/Appellants' Answer.....62

Affidavit of Service of Complaint.....65

Verified Petition for Supplemental Proceedings.....66

Appellant/Respondent's Notice of Motion and Motion for Order of Default.....69

Appellant/Respondent's Notice of Motion and Motion for Damages Hearing.....74

Appellant/Respondent's Motion for Execution and Set Aside Fraudulent Transfers.....76

Appellant/Respondent's Motion for Contempt and Sanction.....136

Appellant/Respondent's Notice of Motion and Motion to Join Parties.....149

Appellant/Respondent's Motion to Alter or Amend.....154

Respondent/Appellant's Motion to Reconsider, Alter or Amend Pursuant to Rule 59(e).....157

Testimony

Transcript of Testimony from June 2, 2015.....161

Transcript of Testimony from October 2, 2015.....192

Transcript of Testimony from November 18, 2015.....219

Transcript of Testimony from March 2, 2016.....241

Plaintiff's Exhibits

1. Tab 3.....291
2. Tab 7.....336
3. Tab 8.....401
4. Tab 9.....460
5. Tab 11.....499
6. Tab 12.....553
7. Tab 13.....557
8. Tab 14.....576

Defendant's Exhibits

October 2, 2015 Hearing

1.....593
2.....595
3.....600
4.....603
5.....609
6.....624
7.....641
8.....648
9.....680
10.....716
11.....724
12.....726
13.....735

March 2, 2016 Hearing

1.....742
2.....758
3.....793

4.....797
5.....804
6.....810
7.....817
8.....823
9.....832
10.....841
11.....845
12.....849
13.....850
14.....855
15.....859
16.....862
17.....867
18.....869
19.....872

Certificate of Appellant.....873

To indicate your understanding and agreement with the terms and conditions contained herein, please initial each page and execute the signature page of this letter. Return one executed original along with a deposit of $6,000 (to be applied against loan processing expenses) within three (3) business days or this proposal will be withdrawn. If SBA declines the loan request, this check is refundable less any out of pocket expenses incurred by SBLS. If however, this loan commitment is withdrawn by you prior to closing; the deposit will be non-refundable.

This letter does not constitute a contractual commitment of the Lender to make a loan to the Borrower on these or any other terms, and any representation to the contrary is hereby expressly disclaimed.

Those matters which are not covered by or made clear in the above outline are subject to mutual written agreement of the parties of this proposed transaction.

THE WRITTEN LOAN AGREEMENT WILL REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Sincerely,

Small Business Loan Source, LLC.

By: _____
Michael McGee

Title: Assistant Vice President

By: _____
Jason Yeow

Title: Senior Vice President

Acknowledged:

By: _____
Manfred Sprenger

Date: 07-09-07

By: _____
Patricia Sprenger

Date: 07-09-07

2007088211 SAT/AFFIT 1 PG
Book:SAT 361 Page:1607-1607
August 31, 2007 01:43:54 PM
Rec:$5.00 Cnty Tax:$0.00 State Tax:$0.00
FILED IN GREENVILLE COUNTY,SC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

MORTGAGE LIEN SATISFACTION
(SC Code Section 29-3-330)
BOOK 3894 PAGE 1213

The undersigned, being first duly sworn, herein certifies as follows:

1. The undersigned is a licensed attorney admitted to practice in the State of South Carolina.

2. With respect to the mortgage given by **D&T Steel, LLC**, to **Eugene Szabo Steel Fabrication, Inc.** which was recorded **April 9, 2003** in **Mortgage Book 3894 at Page 1213** in the office of the ROD for Greenville County, South Carolina:

   a. [X] The undersigned was given written payoff information and made such payoff and is in possession of a cancelled check to the mortgagee, holder of record, or representative servicer; or

   b. [ ] The undersigned was given written payoff information and made such payoff by wire transfer or other electronic means to the mortgagee, holder of record, or representative servicer, and has confirmation from the undersigned's bank of the transfer to the account provided by the mortgagee, holder of record, or representative servicer.

The register of Deeds is hereby requested and directed to cancel the above-referenced Mortgage and mark the records accordingly.

Under penalties of perjury, I declare that I have examined this affidavit this 30th day of August, 2007, and, to the best of my knowledge and belief, it is true, correct, and complete.

Witness

Witness

David W. Holmes (SC Bar No. 2577)
712 North Main Street
Greenville, SC 29609
864-271-2381

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within-named attorney sign, seal, and, as his act and deed, sign this affidavit and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 30th
day of August, 2007.

Notary Public for South Carolina
My commission expires:

Witness

FILED FOR RECORD IN GREENVILLE COUNTY,SC ROD
2007088211 Book:SAT 361 Page:1607-1607
August 31, 2007 01:43:54 PM

[Space Above This Line For Recording Data]

This Document was prepared by:

HOLMES LAW FIRM
712 N. Main Street
Greenville, SC 29609
(864) 271-2381

GRANTEE'S ADDRESS:

16100 Heron Run Drive
Tega Cay, SC 29708

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that,

D&T STEEL, LLC

in consideration of **Three Hundred Ten Thousand and 00/100ths, ($310,000.00) Dollars**, and no other consideration to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s), the receipt of which is hereby acknowledged, has/have granted, bargained, sold and released, and by these presents do(es) grant, bargain, sell and release unto:

MS PRODUCTION SOLUTIONS, LLC

all right, title, and interest in and to the following described property, to-wit:

See Exhibit A attached hereto and made a part hereof.

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

THIS CONVEYANCE is made subject to easements, conditions and restrictions of record, including matters appearing on plats of record.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said grantee(s), and the grantee(s) heirs or successors and assigns forever.

AND the grantor do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors and assigns to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and assigns, and against grantor(s) and grantor(s) heirs, successors and assigns.

IN WITNESS WHEREOF, the execution hereof this **17th** day of **August, 2007.**

WITNESSES:

D&T Steel, LLC

By: Robert Dillon
Robert Dillon
Sole Member

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

I, the undersigned, a Notary Public, do hereby certify that the Grantor(s) above named personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal, this **17th** day of **August, 2007.**

Notary Public for South Carolina
My Commission Expires: 5/6/11

Certified to be a True and Correct Copy of the Original
Robert L. Williams
Notary Public for South Carolina
My Commission Expires: 1.17.2017

EXHIBIT A – PROPERTY DESCRIPTION

EXHIBIT A

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bound description.

LESS HOWEVER that property shown on Exhibit B.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

TMS# P009-01-01-009.00

EXHIBIT
tabber B

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE
Approximate Survey Stations
54+55.69 (22 Feet Rt.) to 55+10.82 (22 Feet Rt.)

Road/Route.....Beverly Road
File.....
Item.....
Project.....Beverly Road Improvements
PIN.....

KNOW ALL MEN BY THESE PRESENTS, That I (or we), D&T Steel, LLC, 233 Beverly Road, Greenville SC, 29609, in consideration of the sum of Six hundred twenty four and no/100 Dollars ($624.00) and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering hereof, by the County of Greenville, a political subdivision of the State of South Carolina exempt from recording fees under the S.C. Code Ann., 12-24-40(2), receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said County of Greenville, its successors and assigns, all that certain real property of the Grantor in fee simple absolute for Beverly Road Improvements, State and County aforesaid, as shown on plans prepared by TranSystems Corporation and dated August 11, 2006.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 959 square feet, more or less, of existing prescriptive right of way and 406 square feet, more or less, of additional right of way required for this project and all improvements thereon, if any, owned by D&T Steel, LLC, Robert W. Dillon (Owner), shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired by virtue of deed from Eugene Szabo Steel Fabrication as recorded in the RMC Office for Greenville County, S.C. in Deed Book 2033 at Page 1582 on April 9, 2003 and shown on Tax Map No. P009010100900.

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

And I (or we) do hereby bind my (or our) heirs, executor and administrators, to warrant and forever defend all and singular the said premises unto the said County of Greenville, it's successors and assigns, against me (or us) and my (or our) heirs and against every person whomsoever lawfully claiming, or to claim, the same and any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said COUNTY OF GREENVILLE, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this 27th day of October, in the year of our Lord, Two Thousand six.

SIGNED, sealed and delivered in the presence of:

Brett Helsel
1st Witness (L.S.)

BRETT HELSEL
Print Name

[signature]
2nd Witness (L.S.)

Jason Oldham
Print Name

Robert W. Dillon
1st Owner (L.S.)

ROBERT W. DILLON GENERAL PARTNER
Print Name/Title if other than Owner

2nd Owner (L.S.)

Print Name/Title if other than Owner

NOTE: All Right-of-Way agreements must be in writing and are subject to rejection by the County of Greenville.

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me the undersigned witness and made oath that she/he saw the within named grantor sign, seal and as their act and deed, deliver the within written instrument; and that she/he with the other witness whose signature appears above witnessed the execution thereof.

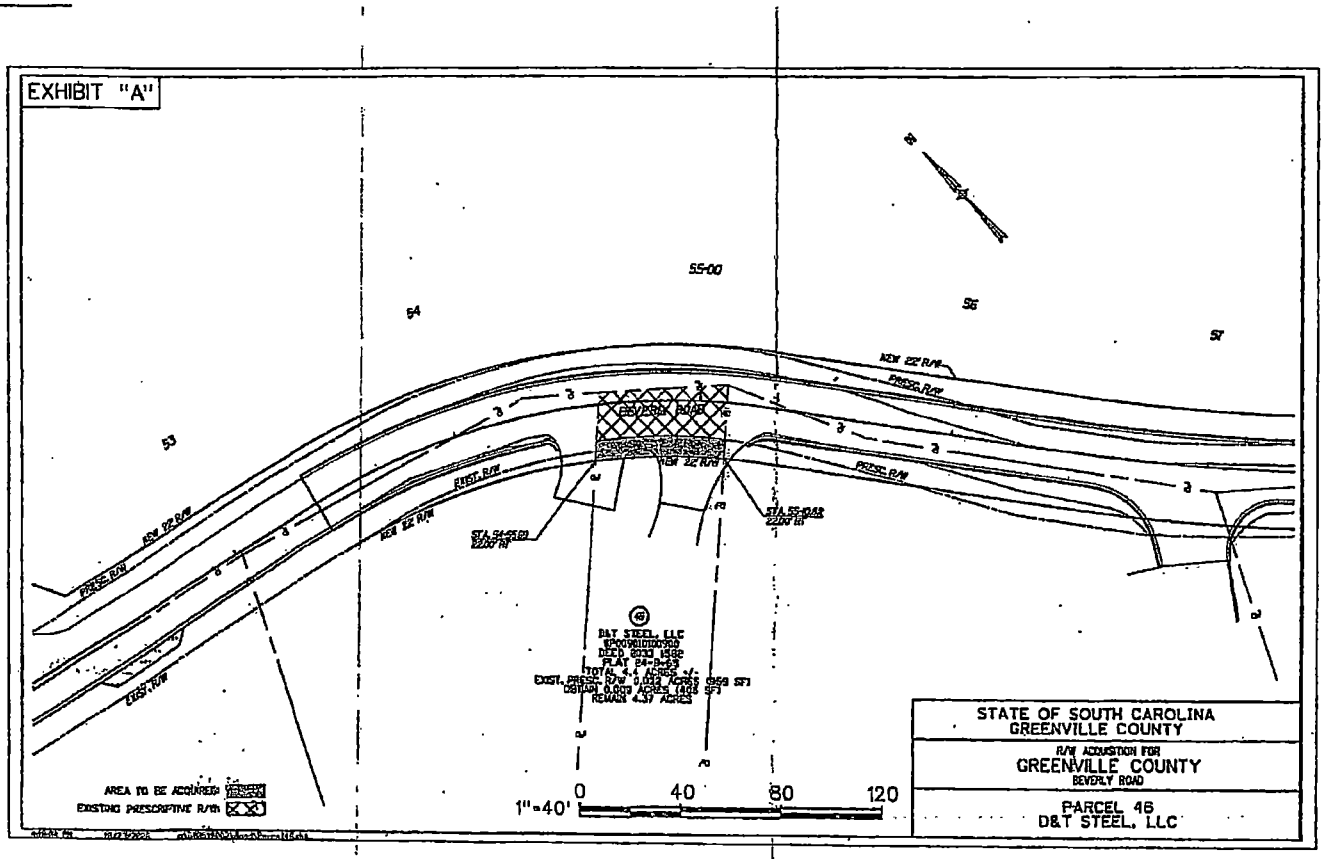
Brett Helsel
1st Witness

SWORN to before me this 27th
day of October 2005
Megan M Wells
NOTARY PUBLIC FOR South Carolina
My Commission Expires: March 21, 2011

Checked_____ By_____
Recorded_____ By_____
Project_____ File No._____

Greenville County, a political subdivision of the State of South Carolina, is exempt from recording fees under the S.C. Code 12-24-40(2).

APPENDIX 643



STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

MORTGAGE LIEN SATISFACTION
(SC Code Section 29-3-330)
BOOK 3894 PAGE 1213

The undersigned, being first duly sworn, herein certifies as follows:

1. The undersigned is a licensed attorney admitted to practice in the State of South Carolina.

2. With respect to the mortgage given by **D&T Steel, LLC**, to **Eugene Szabo Steel Fabrication, Inc.** which was recorded **April 9, 2003** in **Mortgage Book 3894 at Page 1213** in the office of the ROD for Greenville County, South Carolina:

   a. [X] The undersigned was given written payoff information and made such payoff and is in possession of a cancelled check to the mortgagee, holder of record, or representative servicer; or

   b. [ ] The undersigned was given written payoff information and made such payoff by wire transfer or other electronic means to the mortgagee, holder of record, or representative servicer, and has confirmation from the undersigned's bank of the transfer to the account provided by the mortgagee, holder of record, or representative servicer.

The register of Deeds is hereby requested and directed to cancel the above-referenced Mortgage and mark the records accordingly.

Under penalties of perjury, I declare that I have examined this affidavit this 30th day of August, 2007, and, to the best of my knowledge and belief, it is true, correct, and complete.

Witness

Witness

David W. Holmes (SC Bar No. 2577)
712 North Main Street
Greenville, SC 29609
864-271-2381

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within-named attorney sign, seal, and, as his act and deed, sign this affidavit and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Sworn to before me this 30th
day of August, 2007.

Notary Public for South Carolina
My commission expires:

Witness

OMB NO. 2502-0265

A.	B. TYPE OF LOAN:
U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: MS PRODUCTION RE 07- 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/99 (MS PRODUCTION RE 07-055.PFD/MS PRODUCTION RE 07-)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
MS Production Solutions, LLC 16100 Heron Run Drive Tega Cay, SC 29708 TIN: 20-6908600	D&T Steel, LLC 233 Beverly Road Greenville, SC 29609 TIN: 43-2006548	Small Business Loan Source LLC 9801 Westheimer Rd, 11th Floor Houston, TX 77042

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 57-0946500	I. SETTLEMENT DATE:
233 Beverly Road Greenville, SC 29609 Greenville County, South Carolina 233 Beverly Rd P/O Lots 21 & 22 Beverly Hills	David W. Holmes PLACE OF SETTLEMENT 712 N. Main Street Greenville, SC 29609	August 17, 2007

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price	310,000.00	401. Contract Sales Price	310,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	61,038.43	403.	
104.		404.	
105. Working Capital to Buyer to MS Production Solution	188,000.00	405.	
Adjustments For Items Paid By Seller in advance		*Adjustments For Items Paid By Seller in advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109. Asset Purchase	1,090,000.00	409. Asset Purchase	1,090,000.00
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,649,038.43	*420. GROSS AMOUNT DUE TO SELLER*	1,400,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	1,457,000.00	502. Settlement Charges to Seller (Line 1400)	56,322.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit held by lender	11,000.00	504. Payoff of first Mortgage to STRED, Inc./233 Beverl	165,004.67
205.		505. Payoff of second Mortgage to STRED, Inc./D&T Steel	234,990.89
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/07 to 08/16/07	4,345.94	511. County Taxes 01/01/07 to 08/16/07	4,345.94
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,474,345.94	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	460,663.49
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	1,649,038.43	601. Gross Amount Due To Seller (Line 420)	1,400,000.00
302. Less Amount Paid By/For Borrower (Line 220)	(1,474,345.94)	602. Less Reductions Due Seller (Line 520)	(460,663.49)
303. CASH (X FROM) (TO) BORROWER	174,692.49	*603. CASH (X TO) (FROM) SELLER*	939,336.51

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price	$	@ 0.0000 %		
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to	Small Business Loan Source LLC	2,000.00	
804. SBA Guarantee Fee	to	Small Business Loan Source LLC	38,478.13	
805. Credit Bureau Fee	to	Small Business Loan Source LLC	60.00	
806. Flood Certification Fee	to	Small Business Loan Source LLC	24.00	
807. FedEx Overnight fees	to	Small Business Loan Source LLC	75.00	
808. Public Records Search Fees	to	Small Business Loan Source LLC	1,000.00	
809. Post Closing Search Filing Fee	to	Small Business Loan Source LLC	300.00	
810. Packaging Fee	to	Small Business Loan Source LLC	1,000.00	
811. Tax Transcript Fee	to	Small Business Loan Source LLC	27.00	
812. EPA Fee	to	Small Business Loan Source LLC	2,100.00	
813. SBLS Attorneys Fees	to	McCrary & Clark, LLP	2,990.00	
814.				
815.				
816.				
817.				
818.				
819.				
820.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 08/17/07 to 09/01/07 @ $ 429.120000/day (15 days %)			6,436.80	
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for 1.0 years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ $	per month		
1002. Mortgage Insurance	months @ $	per month		
1003. City/Town Taxes	months @ $	per month		
1004. County Taxes	months @ $	per month		
1005. Assessments	months @ $	per month		
1006.	months @ $	per month		
1007.	months @ $	per month		
1008. Aggregate Adjustment	months @ $	per month		
1100. TITLE CHARGES				
1101. Title Update/Opinion-Residence	to	Elizabeth Blake	325.00	
1102. Abstract or Title Search	to	Professional Abstracting, LLC	432.00	
1103. Title Examination	to			
1104. Title Insurance Binder	to	David W. Holmes	100.00	
1105. Document Preparation	to	David W. Holmes	350.00	175.00
1106. Notary Fees	to			
1107. Attorney's Fees	to	David W. Holmes	1,500.00	
(includes above item numbers:)				
1108. Title Insurance	to	David W. Holmes/Chicago Title	2,485.50	
(includes above item numbers:)				
1109. Lender's Coverage	$ 1,457,000.00	2,410.50		
1110. Owner's Coverage	$ 1,457,000.00	75.00		
1111. Satisfaction Processing Fee	David W. Holmes			
1112. Lenders Title Ins Tega Cay Res	to	David W. Holmes	1,170.00	
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $ 10.00; Mortgage $ 56.00;		Releases $	66.00	
1202. City/County Tax/Stamps: Deed		; Mortgage		
1203. State Tax/Stamps: Revenue Stamps		1,147.00; Mortgage		1,147.00
1204.				
1205. Rcrd Mtg & Notice Request	to	York County Register of Deeds	54.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Brokers Fees	to	LeMans, Inc. Sale of D&T Steel		55,000.00
1304. Disbursement Fees	to	David W. Holmes	65.00	
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			61,038.43	56,822.00

Certified to be a true copy.

ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: MS Production Solutions, LLC
Seller: D&T Steel, LLC
Lender: Small Business Loan Source LLC
Settlement Agent: David W. Holmes
(864)271-2381
Place of Settlement: 712 N. Main Street
Greenville, SC 29609
Settlement Date: August 17, 2007
Property Location: 233 Beverly Road
Greenville, SC 29609
Greenville County, South Carolina
233 Beverly Rd
P/O Lots 21 & 22
Beverly Hills

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

MS Production Solutions, LLC
BY: _____
Manfred Springer
Sole Member
ATTEST:

_____
Secretary/Treasurer

D&T Steel, LLC
BY: Robert W. Dillon
Robert W. Dillon
Its: Sole member

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

_____
David W. Holmes
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

EXHIBIT "A"

(Legal Description)

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bound description.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

LESS HOWEVER that property shown on Exhibit B.

EXHIBIT "A"

(Legal Description)

TRACT ONE:

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bound description.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

LESS HOWEVER that property shown on Exhibit B.

TRACT TWO:

ALL that certain piece, parcel or lot of land lying, being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being known and designated as Lot 100, Section 16, of Tega Cay, and being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Wallwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 609, in the Office of the Clerk of Court for Your County, South Carolina, reference to said plat being craved for a complete metes and bounds description.

ALSO ALL that certain piece, parcel or lot of land lying , being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being shown and designated as Lot A of Section 16, being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Wallwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 610, in the Office of the Clerk of Court for Yourk County, South Caolina, reference to said plat being craved for a complete metes and bound description.

APPENDIX 650

OMB NO. 2502-0265

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT **SETTLEMENT STATEMENT**	B. TYPE OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS. 6. FILE NUMBER: MS PRODUCTION RE 07- 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:

C. NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.*

1.0 3/98 (MS PRODUCTION RE 07-035.PFD/MS PRODUCTION RE 07-)

D. NAME AND ADDRESS OF BORROWER:	E. NAME AND ADDRESS OF SELLER:	F. NAME AND ADDRESS OF LENDER:
MS Production Solutions, LLC 16100 Heron Run Drive Tega Cay, SC 29708 TIN: 20-8806800	D&T Steel, LLC 233 Beverly Road Greenville, SC 29609 TIN: 43-2006548	Small Business Loan Source LLC 9801 Westheimer Rd, 11th Floor Houston, TX 77042

G. PROPERTY LOCATION:	H. SETTLEMENT AGENT: 57-0948500 David W. Holmes PLACE OF SETTLEMENT 712 N. Main Street Greenville, SC 29609	I. SETTLEMENT DATE:
233 Beverly Road Greenville, SC 29609 Greenville County, South Carolina 233 Beverly Rd P/O Lots 21 & 22 Beverly Hills		August 17, 2007

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		**400. GROSS AMOUNT DUE TO SELLER:**	
101. Contract Sales Price	310,000.00	401. Contract Sales Price	310,000.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	249,038.43	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In advance		*Adjustments For Items Paid By Seller In advance*	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109. Asset Purchase	1,090,000.00	409. Asset Purchase	1,090,000.00
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	1,649,038.43	*420. GROSS AMOUNT DUE TO SELLER*	1,400,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		**500. REDUCTIONS IN AMOUNT DUE TO SELLER:**	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)	1,457,000.00	502. Settlement Charges to Seller (Line 1400)	56,322.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Deposit held by lender	11,000.00	504. Payoff of first Mortgage to STRED, Inc./233 Beverl	165,004.67
205.		505. Payoff of second Mortgage to STRED, Inc./D&T Steel	234,990.88
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		*Adjustments For Items Unpaid By Seller*	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/07 to 08/18/07	4,345.94	511. County Taxes 01/01/07 to 08/18/07	4,345.94
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	1,474,345.94	*520. TOTAL REDUCTION AMOUNT DUE SELLER*	460,663.49
300. CASH AT SETTLEMENT FROM/TO BORROWER:		**600. CASH AT SETTLEMENT TO/FROM SELLER:**	
301. Gross Amount Due From Borrower (Line 120)	1,649,038.43	601. Gross Amount Due To Seller (Line 420)	1,400,000.00
302. Less Amount Paid By/For Borrower (Line 220)	(1,474,345.94)	602. Less Reductions Due Seller (Line 520)	(460,663.49)
303. CASH (X FROM) (TO) BORROWER	174,692.49	*603. CASH (X TO) (FROM) SELLER*	939,336.51

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement.

L. SETTLEMENT CHARGES

			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price $ @ 0.0000 %				
Division of Commission (line 700) as Follows:				
701. $ to				
702. $ to				
703. Commission Paid at Settlement				
704. to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee % to				
802. Loan Discount % to				
803. Appraisal Fee	to Small Business Loan Source LLC		2,000.00	
804. SBA Guarantee Fee	to Small Business Loan Source LLC		36,478.18	
805. Credit Bureau Fee	to Small Business Loan Source LLC		60.00	
806. Flood Certification Fee	to Small Business Loan Source LLC		24.00	
807. FedEx Overnight fees	to Small Business Loan Source LLC		75.00	
808. Public Records Search Fees	to Small Business Loan Source LLC		1,000.00	
809. Post Closing Search Filing Fee	to Small Business Loan Source LLC		300.00	
810. Packaging Fee	to Small Business Loan Source LLC		1,000.00	
811. Tax Transcript Fee	to Small Business Loan Source LLC		27.00	
812. EPA Fee	to Small Business Loan Source LLC		2,100.00	
813. SBLS Attorneys Fees	to McCrary & Clark, LLP		2,990.00	
814. Working Capital	to Small Business Loan Source LLC	To be disbursed to borrower	188,000.00	
815.				
816.				
817.				
818.				
819.				
820.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest From 08/17/07 to 09/01/07 @ $ 429.120000/day (15 days %)			6,436.80	
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for 1.0 years to				
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance	months @ $ per month			
1002. Mortgage Insurance	months @ $ per month			
1003. City/Town Taxes	months @ $ per month			
1004. County Taxes	months @ $ per month			
1005. Assessments	months @ $ per month			
1006.	months @ $ per month			
1007.	months @ $ per month			
1008. Aggregate Adjustment	months @ $ per month			
1100. TITLE CHARGES				
1101. Title Update/Opinion-Residence	to Elizabeth Blake		325.00	
1102. Abstract or Title Search	to Professional Abstracting, LLC		432.00	
1103. Title Examination	to			
1104. Title Insurance Binder	to David W. Holmes		100.00	
1105. Document Preparation	to David W. Holmes		350.00	175.00
1106. Notary Fees	to			
1107. Attorney's Fees	to David W. Holmes		1,500.00	
(includes above item numbers:			)	
1108. Title Insurance	to David W. Holmes/Chicago Title		2,485.60	
(includes above item numbers:			)	
1109. Lender's Coverage	$ 1,457,000.00	2,410.60		
1110. Owner's Coverage	$ 1,457,000.00	75.00		
1111. Satisfaction Processing Fee	David W. Holmes			
1112. Lenders Title Ins Tega Cay Res	to David W. Holmes		1,170.00	
1113.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed $ 10.00; Mortgage $ 56.00;		Releases $	66.00	
1202. City/County Tax/Stamps: Deed	; Mortgage			
1203. State Tax/Stamps: Revenue Stamps	1,147.00; Mortgage			1,147.00
1204.				
1205. Rcrd Mtg & Notice Request	to York County Register of Deeds		54.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest Inspection	to			
1303. Brokers Fees	to LeMans, Inc.	Sale of D&T Steel		55,000.00
1304. Disbursement Fees	to David W. Holmes		65.00	
1305.				
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			249,038.43	56,322.00

Certified to be a true copy.

Certified to be a True and Correct Copy of the Original

Roberta L. Wells

Notary Public for South Carolina

My Commission Expires: 1.17.2017

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

by

MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
-and-
MANFRED SPRENGER and spouse, PATRICIA SPRENGER

to and for the benefit of

SMALL BUSINESS LOAN SOURCE LLC
a Nevada Limited Liability Company

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by **MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company -and- MANFRED SPRENGER and spouse, PATRICIA SPRENGER** ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of **SMALL BUSINESS LOAN SOURCE LLC, a Nevada Limited Liability Company**, its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS:

(A) Mortgagee has agreed to loan to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars ($1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). **The loan is made under SBA Loan No. PLP 263-273-5006. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.**

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the **State of South Carolina** and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth, together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of South Carolina.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on **Exhibit "B"** attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;

d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. Payment of Taxes and Assessments. Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on **Exhibit "C"** attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to time reasonably require. Unless Mortgagor provides Mortgagee evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

b. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Mortgagee and such separate insurance is otherwise acceptable to Mortgagee.

c. In the event of loss, Mortgagor shall give prompt notice thereof to Mortgagee, who, if such loss exceeds the lesser of ten percent (10%) of the Indebtedness or Five Hundred Thousand and No/100 Dollars ($500,000.00) ("Threshold") shall have the sole, and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding sentence are not satisfied, then Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and (iii) Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, then Mortgagee shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Mortgagee pursuant to the terms of this paragraph, after the payment of all of Mortgagee's expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon Mortgagee may declare the whole of the balance of Indebtedness, plus any Prepayment Premium/Exit Fee/Make Whole Costs (as defined in the Note, if any) to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subparagraph d below; provided, however, that Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subparagraph d below, if (i) after giving effect to any Leases which have been or could be terminated, the Debt Service Ratio described in Paragraph 37 below shall be satisfied, (i) Mortgagee has received satisfactory evidence that such restoration or

repair shall be completed no later than the date that is six (6) months prior to the Maturity Date, and (iii) no Event of Default, or event that, with the passage of time, the giving of notice or both would constitute an Event of Default, then exists. If insurance proceeds are made available to Mortgagor by Mortgagee as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Note shall be subject to the Prepayment Premium/Exit Fee/Make Whole Costs described in the Note, if any. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

d. If insurance proceeds are made available by Mortgagee to Mortgagor, Mortgagor shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph c above (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be satisfied as to the following:

(a) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(b) either such Improvements have been fully restored or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(c) prior to each disbursement of any such proceeds, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with

the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking Mortgagee may declare the whole of the balance of the Indebtedness, plus any Make Whole Costs, Prepayment Premium or Exit Fee to be due and payable. Notwithstanding the provisions of this paragraph to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Mortgagor, and Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Note or any of the other Loan Documents, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor further agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. **Lease Assignment.** Mortgagor acknowledges that, concurrently herewith, Mortgagor has executed and delivered to Mortgagee, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "Assignment") pursuant to

which Mortgagor has assigned to Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Mortgagor agrees to abide by all of the provisions of the Assignment. Regardless of the existence of a separate Assignment, Mortgagor hereby assigns to Mortgagee all right, title and interest in and to all rents, income, reimbursements, fees, deposits and other sums payable under any leaseholds affecting the property to the greatest extent permitted under Applicable Law.

10. Effect of Extensions of Time and Other Changes. If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

11. Effect of Changes in Laws Regarding Taxation. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then Mortgagor, upon demand by Mortgagee, shall pay such Taxes or charges, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee. If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Note) then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection

with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Loan, be used directly or indirectly to payoff, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code) (which property is herein referred to as the "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;

c. The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

d. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at anytime, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request Mortgagor further ratified and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;

ii. Mortgagor's/Borrower's executive office is located in the State of South Carolina;

iii. Mortgagor's/Borrower's state of formation is the State of South Carolina ;

iv. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and

v. Mortgagor's/Borrower's organizational identification number is 20-8906600.

k. Mortgagor agrees that:

i. Where Collateral is in the possession of a third party, Mortgagor will join with Mortgagee in notifying the third party of Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

ii. Mortgagor will cooperate with Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

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

14. Restrictions on Transfer.

a. Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

i. The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereto such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

ii. Any shares of capital stock of a corporate Mortgagor, a corporation which is a general partner or managing member/manager in a partnership or

limited liability company Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

iii. All or any part of the managing member or manager interest, as the case may be, in a limited liability company Mortgagor or a limited liability company which is a general partner of a partnership Mortgagor;

iv. All or any part of the general partner or joint venture interest, as the case may be, of a partnership Mortgagor or a partnership which is a manager of a limited liability company Mortgagor or the conversion of a partnership Mortgagor to a corporation or limited liability company; or

v. If there shall be any change in control (by way of transfers of stock, partnership or member interests or otherwise) in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor or Guarantor (as defined in the Note) and/or owns a controlling interest in Mortgagor or Guarantor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 14 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases permitted by the terms of the Loan Documents, if any.

b. In determining whether or not to make the Loan, Mortgagee evaluated the background and experience of Mortgagor and its partners/members/officers in owning and operating property such as the Premises; found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and its partners/members/officers are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary junior financing

placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph 14 is deemed a restraint on alienation, that it is a reasonable one.

15. Single Asset Entity. If Mortgagor is a single asset entity at the time of execution hereof, Mortgagor shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Premises, or become a shareholder of or a member or partner in any entity which acquires any property other than the Premises, until such time as the Indebtedness has been fully repaid. Mortgagor's articles of incorporation, partnership agreement or operating agreement, as applicable, shall limit its purpose to the acquisition, operation, management and disposition of the Premises, and such purposes shall not be amended without the prior written consent of Mortgagee. Mortgagor covenants:

a. To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

b. To conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;

c. To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, and observe all organizational formalities;

d. Not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

e. Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

f. Not to enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Mortgagor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and

substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate;

g. Neither Mortgagor nor any constituent party of Mortgagor will seek the dissolution or winding up, in whole or in part, of Mortgagor, nor will Mortgagor merge with or be consolidated into any other entity;

h. Mortgagor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Mortgagor, Affiliate, any guarantor of the Note or any other person;

i. Mortgagor now has and will hereafter have no debts or obligations other than normal accounts payable in the ordinary course of business, this Mortgage, and the Loan; and any other indebtedness or other obligation of Mortgagor has been paid in full prior to or through application of proceeds from the funding of the Loan.

16. Events of Default; Acceleration. Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Lender under the Note, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof.

b. Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents, subject to any notice provisions contained in the Note;

c. the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagee by Mortgagor or any guarantor of the Note as of the date given;

d. Mortgagor or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor or any guarantor of the Note or any of the Premises or all or a substantial part of the assets of Mortgagor or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty

(30) days;

e. the commencement of any involuntary petition in bankruptcy against Mortgagor or any guarantor of the Note or the institution against Mortgagor or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any guarantor of the Note which shall remain undismissed or undischarged for a period of sixty (60) days;

f. the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note;

g. the occurrence of a Prohibited Transfer; or

h. the occurrence of an "Event of Default" under the Note or any of the other Loan Documents.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

17. Foreclosure; Expense of Litigation.

a. When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with South Carolina law.

b. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage,

the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

18. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with South Carolina Law, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with South Carolina Law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Mortgagee's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

a. cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

537

b. subject to the rights of tenants, elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

c. extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

d. make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

e. use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereupon;

f. exercise all rights and powers of Mortgagor with respect to the Premises, whether in the name of Mortgagor or otherwise;

g. insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and

h. receive all of such avails, rents, issues and profits.

21. Application or Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

b. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

c. to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

22. **Additional South Carolina Remedies; Compliance with South Carolina Law.** Mortgagee shall have the following rights and remedies, which shall be in addition to, and not in limitation of, any other rights and remedies contained in this Mortgage.

a. Mortgagee may institute proceedings to foreclose this Mortgage, in which case the Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

b. With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, Mortgagee may institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due;

c. Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any of the other Loan Documents;

d. Mortgagee may recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage;

e. Mortgagee may pursue such other rights and remedies as may then be available at law and in equity. To the extent permitted presently or in the future by South Carolina laws, Mortgagee may institute a proceeding or proceedings, judicial or nonjudicial, by advertisement or otherwise, for the complete or partial foreclosure of this Mortgage or the complete or partial sale of the Premises under a power of sale, which power is hereby granted to Mortgagee;

f. In the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien on the remaining portion of the Premises;

g. Upon the completion of any sale or sales made under or by virtue of this Mortgage, an officer of any court or other authorized person empowered to do so shall execute and deliver to the purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Such officer or other authorized person is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold, and for that purpose, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that such officer

or other authorized person shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Mortgage pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

h. Upon any sale made under or by virtue of this Mortgage, pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom, to the extent allowed by applicable law, the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage;

i. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before;

j. Mortgagee may release, regardless of consideration and without the necessity, for any notice to or a consent by any person or entity, any part of the Premises without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by this Mortgage or the other Loan Documents or their stature as a first and prior lien and security interests in and to the Premises. For payment of the Indebtedness, Mortgagee may resort to any security in such order and manner as Mortgagee may elect;

k. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee incurred in connection with the enforcement of any obligations of Mortgagor hereunder or in any of the other Loan Documents, whether incurred before or after any decree or judgment of foreclosure, shall be added to the Indebtedness and/or by the judgment of foreclosure;

l. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 19 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under South Carolina law in the absence of said provision. Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in South Carolina Law to the full extent permitted by law;

m. If any provision in this Mortgage shall be inconsistent with any provision of South Carolina law, provisions of South Carolina law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with South Carolina law.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

24. Mortgagee's Right of Inspection. Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

25. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

26. Notices. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier addressed in each case as follows:

To Mortgagee:

Small Business Loan Source LLC
9801 Westheimer, Suite 1100
Houston, Texas 77042
Attention: Ms. Threasa Horton

With a copy to:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

To Mortgagor:

MS PRODUCTION SOLUTIONS LLC
Manfred Sprenger and Patricia Sprenger
233 Beverly Road
Greenville, SC 29609

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

27. Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

a. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by South Carolina law;

b. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

c. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

28. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and

542

any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

a. Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

b. Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called "Lien Amount") of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

c. Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

d. Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and at any amount expended by Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

29. Expenses Relating to Note and Mortgage.

a. Mortgagor will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration and recording fees and taxes, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise

taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:

i. May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

ii. May make preparations following the occurrence of (an Event of Default hereunder for the commencement of any suit for the foreclosure hereof), which may or may not be actually commenced;

iii. May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

iv. May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

v. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

vi. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.

b. All expenses, charges, costs and fees described in this Paragraph 29 shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

30. **Financial Statements.** Mortgagor represents and warrants that the financial statements for Mortgagor and the Premises previously submitted to Mortgagee are true complete and correct in all material respects, disclose all actual and contingent liabilities of Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Mortgagor or the Premises from the dates of said financial

statements until the date hereof. Mortgagor shall furnish to Mortgagee such financial information regarding Mortgagor, its constituent partners or members, as the case may be, the Premises and any guarantor of the Note as Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) semi-annual financial statements for the Premises including a balance sheet, statement of income and rent roll for the Premises (if applicable), no later than thirty (30) days after the end of each calendar quarter of each year, all in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, and (ii) annual reviewed financial statements for Mortgagor and the Premises and annual financial statements for any guarantor of the Note certified by such guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, together with an unqualified accountant's opinion in a form satisfactory to Mortgagee and an operating budget for the Premises for the next year. Such statements shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 37 below) for the quarter to which they apply and shall be certified by Mortgagor.

31. Statement of Indebtedness. Mortgagor, within seven days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. Further Instruments. Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. Additional Indebtedness Secured. All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

34. Indemnity. Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the

ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

35. **Subordination of Property Manager's Lien.** Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

36. **Compliance with Environmental Laws.** Mortgagor acknowledges that concurrently herewith Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement (the "Indemnity") pursuant to which Mortgagor and Guarantor (as defined in the Note) have fully indemnified Mortgagee for certain environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of Mortgagor thereunder. Mortgagor agrees to abide by all of the provisions of the Indemnity.

37. **Miscellaneous.**

a. **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

b. **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or

applications thereof, shall not be affected thereby and shall remain in full force and effect This Mortgage is to be construed in accordance with and governed by the laws of the State of South Carolina.

c. **Municipal Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

d. **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

e. **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

f. **Mortgagee In Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

g. **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

h. **Time of the Essence.** Time is of the essence of the payment by

Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

i. **No Merger.** The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

j. **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, the total amount of the Indebtedness secured hereby represented by the Note may increase or decrease from time to time, but at no time shall the total principal amount of the Indebtedness represented by the Note secured hereby exceed the maximum secured amount of One Million Four Hundred Fifty-Seven Thousand and NO/100 Dollars ($1,457,000.00), which shall be the last dollar of principal Indebtedness paid. The foregoing dollar limitation shall apply only to principal and shall not apply to the other portions of the Indebtedness, including, but not limited to, interest and sums expended or incurred for the protection of security or for the enforcement of rights and remedies. In no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

k. **Consent to Jurisdiction.** TO INDUCE MORTGAGEE TO ACCEPT THE NOTE, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN SOUTH CAROLINA. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SOUTH CAROLINA, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

l. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

m. Complete Agreement. This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

n. Intentionally Deleted.

o. Foreclosure by Power of Sale. If permitted under the laws of the State where the property is situated, Borrower/Mortgagor hereby grants to Mortgagee the right to foreclose this Mortgage by power of sale pursuant to applicable law. If Lender elects to foreclose by power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other person entitled to notice pursuant to applicable law.

p. Waiver of Appraisement. In any judicial action to foreclose this Mortgage, appraisement of the Mortgaged Property is hereby waived, or not waived, at Lender's option, which option shall be exercised at the time a written judgment is signed by the court, or at any time prior thereto. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Mortgaged Property is used as a dwelling place as defined in Sec. 12-37-250 of the South Carolina Code.

38. SBA Loan. This provision shall apply if the loan secured hereby is guaranteed, in whole or in part, by the United States Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using

these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

39. No Claim of Credit for Taxes. Mortgagor will not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the Premises by reason of this Mortgage.

40. HOMESTEAD WAIVER. Mortgagor/Borrower waives all rights of homestead exemption in the Mortgaged Property to the extent allowed by Applicable Law.

41. Adjustable Rate Loan. The Note secured hereby contains provisions for an adjustable interest rate as more fully set forth in said Note and incorporated herein for all purposes.

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

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

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

EXECUTED on the date first written above.

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

By: _____
Manfred Sprenger, Sole Member/Manager

MANFRED SPRENGER

P. Sprenger
PATRICIA SPRENGER

Witnessed:

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MANFRED SPRENGER, Individually and as Sole Member/Manager of MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company,** who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

Notary Public For SC
My Comm Exp 5/03/11

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **PATRICIA SPRENGER**, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

Notary Public for SC
My Comm Exp 5/03/11

After Recordation, return to:

McCrary & Clark, LLP
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER [optional]
Phone:(800) 331-3282 Fax: (818) 662-4141

B SEND ACKNOWLEDGEMENT TO: (Name and Address)
5940 SMALL BUSINESS

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

11981693

SCSC

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: MS Production Solutions LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
233 Beverly Road	Greenville	SC	29609	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	SC	[X] NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME: Szabo Steel Fabricators

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
233 Beverly Road	Greenville	SC	29609	USA

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
		DBA	SC	[X] NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Small Business Loan Source, LLC

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
9801 Westheimer Rd, 11th Floor	Houston	TX	77042	USA

4 This FINANCING STATEMENT covers the following collateral.

ALL OF THE BUSINESS PERSONAL PROPERTY OF THE DEBTOR AT OR ARISING OUT OF THE FOLLOWING LOCATION, OR WHEREVER LOCATED INCLUDING WITHOUT LIMITATION ALL ACCOUNTS, CHATTEL PAPER, INVENTORY, EQUIPMENT, INSTRUMENTS, INVESTMENT PROPERTY, DOCUMENTS, DEPOSIT ACCOUNTS, LETTER OF CREDIT RIGHTS, GENERAL INTANGIBLES, FURNITURE, BUILDING MATERIALS AND FIXTURES AT OR ARISING OUT OF THAT LOCATION, WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, LAWSUITS, GENERAL INTANGIBLES, AND ACCOUNT PROCEEDS) AND ALL REMEDIES OR CLAIMS WITH RESPECT TO ANY THEREOF.

5. ALTERNATIVE DESIGNATION [if applicable] [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER [ ] AG LIEN [ ] NON-UCC FILING

6. [ ] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2 (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA

11981693 PLP 263-273-5008 PLP 263-273-5005

FILING OFFICE COPY - NATIONAL UCC FINANCING

070828-1052023 UCC-1 FINANCING STATEMENT
Lapse Date 08/28/2012 10 52 02 Filing Fee 8 ORIG

Prepared by UCC Direct Services, P O Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

SZABO STEEL
EQUIPMENT LIST
June 2007

#	S/N	Item Description	
628	JG041G11	Miller Deltaweld 400	$ 5,000
628	V1000812580	Lincoln wirefeed LN-7	$ 1,000
631	5823050	Buffalo Iron Worker	$ 3,500
	30987133	Ellis rakre saw	$ 7,000
	H10316A17702811	Thermal eve pak-10, plasma cutting system	$ 5,500
624	JE764235	Miller deltaweld 450	$ 4,500
624	V1000812619	Lincoln wirefeed LN-7	$ 1,000
	V1040717027	Lincoln precision Tig 276	$ 6,000
628		Airco DV250	$ 3,000
	7046	Lincoln magnoni spool gun	$ 2,500
629		Notcher (pipe)	$ 2,500
600	AC396082	Lincoln arch welder	$ 4,000
626	HH057528	Miller welder	$ 4,000
626	UN000812596	Lincoln wire feeder LN-7	$ 1,000
	4960152	ER collna pipe bending machine	$ 7,000
627	H239655	Kalamazoo saw	$ 3,500
		Piranha ironworker / shear	$ 34,000
618	HH004520	Miller wire feeder	$ 1,000
618	HH014706	Miller welder	$ 4,000
	803 / 29066 / 1972	Mubea ironworker (rebar cutter)	$ 1,500
	0800	Rol-Air Compressor	$ 800
		Small bender for ladders	$ 2,000
		Big bender for ladders	$ 3,500
	C2730137	Linde CE301HW - Union Carbide	$ 1,000
	2823	Barnes Drill	$ 5,000
	B014-1456	Enco milling & drillinh machine	$ 4,500
	319502	Ridgid 535 pipe machine	$ 1,000
642		Buffalo Iron Worker	$ 2,500
	AC528489	Ideal arc welder R35-400	$ 1,000
	98122	Lincoln wire feeder LN-7	$ 600
	HH098100	Miller matic wire feeder	$ 600
		L-Tec 1600E welding machine	$ 1,000
	78-3771	Rockwell drilling machine	$ 2,000
620	HK307785	Miller MP45E welder	$ 4,000
620	V1000812510	Lincoln wire feeder	$ 600
	80D02005	Ellis drill press	$ 3,000
	33121060	Beno's saw	$ 2,000
619	HK342646	Miller MP-45E welder	$ 5,000
619	V1000209113	Lincoln wire feeder LN-7	$ 1,000
	40010008	Amada saw	$ 12,000
	148/414/28	Mubea ironworker	$ 2,500
627	HJ134690	Miller welder notin use	$ 2,500
	HF840948	Miller arc welder	$ 4,000
1	50230722	Milwaukee mag drill	$ 800
2	Model #10914	Hougen mag drill	$ 800
3	Model #10914	Hougen mag drill	$ 800
4	Model #10914	Hougen mag drill	$ 800
5	Model #10914	Hougen mag drill	$ 800
		Office equip (Lot)	$ 5,000
		Paint Sprayer	$ 1,500
		Overhead crane 2.5T	$ 2,500
		Overhead crane 3.0T	$ 3,000
	1FDPK70U3FVA44621	Ford F7000	$ 4,000
	1FDJF37LXFNA00227	Ford F 350	$ 2,500
	1FTEF1SN5RNB06135	Ford F150	$ 3,500
	1FMCA11U3PZB1260	Ford van	$ 1,500
			$ 181,200

[redacted]

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
DETRICE GRISBY 3145922623

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
FIRST BANK
600 JAMES S MCDONNELL BLVD
HAZELWOOD, MO 63042

SC SECRETARY OF STATE
120405-1230069 NS
Date: 4/5/2012
Time: 12:30 PM
Page Count: 1 Pg
Debtor Count:
Filing Fees: $8.00
Electronic Records Access: $8.00
Total: $16.00
Order ID# 5423516

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
070828-1052023

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
☒ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
SMALL BUSINESS LOAN SOURCE LLC
OR
6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
FIRST BANK
OR
7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS: 9801 WESTHEIMER RD, 11TH FLOOR | CITY: HOUSTON | STATE: TX | POSTAL CODE: 77042 | COUNTRY: US

7d. TAX ID# (Organizations): DO NOT PROVIDE | ADDL 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.
9a. ORGANIZATION'S NAME
SMALL BUSINESS LOAN SOURCE LLC
OR
9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

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

SOUTH CAROLINA SECRETARY OF STATE'S OFFICE, 1205 Pendleton Street Suite 525 Columbia, SC 29201 (03/01/2011)

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
DETRICE GRISBY 3145922623

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST BANK
600 JAMES S MCDONNELL BLVD

HAZELWOOD, MO 63042

SC SECRETARY OF STATE
120405-1221466 NS
Lapse Date: 08/28/2017

Date: 4/5/2012
Time: 12:21 PM
Page Count: 1 Pg
Debtor Count: 0
Filing Fees: $8.00
Electronic Records Access: $8.00

Total: $16.00
Order ID# 5423456

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
070828-1052023

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID# (Organizations)	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
SMALL BUSINESS LOAN SOURCE LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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

Form **1040** Department of the Treasury — Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2013** OMB No. 1545-0074 IRS Use Only — Do not write or staple in this space.

For the year Jan 1 - Dec 31, 2013, or other tax year beginning , 2013, ending , 20

See separate instructions.

Your first name and initial: MANFRED
Last name: SPRENGER
Your social security number: [redacted]

If a joint return, spouse's first name and initial: PATRICIA
Last name: SPRENGER
Spouse's social security number: [redacted]

Home address (number and street). If you have a P.O. box, see instructions.: 308 SHAGBARK CIRCLE
Apartment no.:

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).: SIMPSONVILLE, SC 29680
Foreign country name / Foreign province/state/county / Foreign postal code

Presidential Election Campaign
Check here if you, or your spouse if filing jointly, want $3 to go to this fund? Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.
1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here . . . ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions
6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse
Boxes checked on 6a and 6b . . 2
No. of children on 6c who: ● lived with you . . . . . ● did not live with you due to divorce or separation (see instrs) . . . Dependents on 6c not entered above . . Add numbers on lines above . . . . ▶ 2

c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax cr (see instrs)

If more than four dependents, see instructions and check here . . . ▶ ☐

d Total number of exemptions claimed 2

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	
8a	Taxable interest. Attach Schedule B if required	8a	
b	Tax-exempt interest. Do not include on line 8a . . . 8b		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends . . . 9b		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	50,745.
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ▶ ☐	13	-3,000.
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions . . . 15a	b Taxable amount	15b
16a	Pensions and annuities . . . 16a	b Taxable amount	16b
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits . . . 20a	b Taxable amount	20b
21	Other income NOL STATEMENT 1	21	-372,770.
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	-325,025.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	3,585.
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	21,545.
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN . . . ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	25,130.
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	-350,155.

APPENDIX 693

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	-350,155.
	39a	Check if: ☐ You were born before January 2, 1949, ☐ Blind. ☐ Spouse was born before January 2, 1949, ☐ Blind. Total boxes checked ► 39a		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ► 39b ☐		
Standard Deduction for — • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,100 Married filing jointly or Qualifying widow(er), $12,200 Head of household, $8,950	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	19,138.
	41	Subtract line 40 from line 38	41	-369,293.
	42	Exemptions. If line 38 is $150,000 or less, multiply $3,900 by the number on line 6d. Otherwise, see instrs	42	7,800.
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
	44	Tax (see instrs). Check if any from: a ☐ Form(s) 8814 c ☐ b ☐ Form 4972	44	0.
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	0.
	46	Add lines 44 and 45 ►	46	0.
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 19 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit. Attach Schedule 8812, if required — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53		
	54	Add lines 47 through 53. These are your total credits	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ►	55	0.
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	7,170.
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instrs; enter code(s)	60	
	61	Add lines 55-60. This is your total tax ►	61	7,170.
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099 — 62		
	63	2013 estimated tax payments and amount applied from 2012 return — 63		
	64a	Earned income credit (EIC) NO — 64a		
	b	Nontaxable combat pay election — 64b		
	65	Additional child tax credit. Attach Schedule 8812 — 65		
	66	American opportunity credit from Form 8863, line 8 — 66		
	67	Reserved — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a ☐ 2439 b ☐ Reserved c ☐ 8885 d ☐ — 71		
	72	Add lns 62, 63, 64a, & 65-71. These are your total pmts ►	72	0.
Refund Direct deposit? See instructions.	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here. ► ☐	74a	
	b	► Routing number ► c Type: ☐ Checking ☐ Savings		
	d	► Account number		
	75	Amount of line 73 you want applied to your 2014 estimated tax ► 75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay see instructions	76	7,276.
	77	Estimated tax penalty (see instructions) — 77 106.		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☐ No ☒ Yes. Complete below.

Designee's name ► MARC L. SAUNDERS Phone no. ► 8649633467 Personal identification number (PIN) ► [redacted]

Sign Here Joint return? See instructions. Keep a copy for your records.

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

Your signature	Date	Your occupation	Daytime phone number
		CEO	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see instrs)
		HOUSEWIFE	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARC L. SAUNDERS	MARC L. SAUNDERS			[redacted]

Firm's name ► SAUNDERS O'DELL P.A. Firm's EIN ► 57-0812016

Firm's address ► 210 EAST TRADE STREET SIMPSONVILLE, SC 29681 Phone no. (864) 963-3467

SCHEDULE A (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Itemized Deductions

► Information about Schedule A and its separate instructions is at www.irs.gov/scheduleа.
► Attach to Form 1040.

OMB No. 1545-0074

2013

Attachment Sequence No. 07

Name(s) shown on Form 1040: MANFRED AND PATRICIA SPRENGER

Your social security number: [redacted]

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
	1	Medical and dental expenses (see instructions)	1		
	2	Enter amount from Form 1040, line 38 ... 2			
	3	Multiply line 2 by 10% (.10). But if either of you or your spouse was born before January 2, 1949, multiply line 2 by 7.5% (.075) instead	3		
	4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	0.
Taxes You Paid	5	State and local (check only one box): a [ ] Income taxes, or b [X] General sales taxes	5	248.	
	6	Real estate taxes (see instructions)	6	1,970.	
	7	Personal property taxes	7	1,210.	
	8	Other taxes. List type and amount ►	8		
	9	Add lines 5 through 8		9	3,428.
Interest You Paid	10	Home mtg interest and points reported to you on Form 1098	10	15,710.	
	11	Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying number, and address ►	11		
Note. Your mortgage interest deduction may be limited (see instructions).	12	Points not reported to you on Form 1098. See instrs for spcl rules	12		
	13	Mortgage insurance premiums (see instructions)	13		
	14	Investment interest. Attach Form 4952 if required. (See instrs.)	14		
	15	Add lines 10 through 14		15	15,710.
Gifts to Charity	16	Gifts by cash or check. If you made any gift of $250 or more, see instrs	16		
If you made a gift and got a benefit for it, see instructions.	17	Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	17		
	18	Carryover from prior year	18	200.	
	19	Add lines 16 through 18 ....DISALLOWED CONTRIBUTIONS.... -200.		19	0.
Casualty and Theft Losses	20	Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20	0.
Job Expenses and Certain Miscellaneous Deductions	21	Unreimbursed employee expenses – job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ►	21		
	22	Tax preparation fees	22		
	23	Other expenses – investment, safe deposit box, etc. List type and amount ►	23		
	24	Add lines 21 through 23	24		
	25	Enter amount from Form 1040, line 38 ... 25			
	26	Multiply line 25 by 2% (.02)	26		
	27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	0.
Other Miscellaneous Deductions	28	Other – from list in instructions. List type and amount ►		28	0.
Total Itemized Deductions	29	Is Form 1040, line 38, over $150,000? [X] No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. [ ] Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.		29	19,138.
	30	If you elect to itemize deductions even though they are less than your standard deduction, check here ► [ ]			

APPENDIX 695

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business
(Sole Proprietorship)

► For information on Schedule C and its instructions, go to www.irs.gov/schedulec.
► Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2013

Attachment Sequence No. 09

Name of proprietor	Social security number (SSN)
MANFRED SPRENGER	[redacted]

A Principal business or profession, including product or service (see instructions)	B Enter code from instructions
STEEL FABRICATORS	► [redacted]

C Business name. If no separate business name, leave blank.	D Employer ID number (EIN), (see instrs)
MS PRODUCTION SOLUTION LLC	20-8906600

E Business address (including suite or room no.) ► 233 BEVERLY RD
City, town or post office, state, and ZIP code GREENVILLE, SC 29609

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ►

G Did you 'materially participate' in the operation of this business during 2013? If 'No,' see instructions for limit on losses.. [X] Yes [ ] No

H If you started or acquired this business during 2013, check here ► [ ]

I Did you make any payments in 2013 that would require you to file Form(s) 1099? (see instructions) [X] Yes [ ] No

J If 'Yes,' did you or will you file all required Forms 1099? [X] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked ► [ ]	1	1,202,085.
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	1,202,085.
4	Cost of goods sold (from line 42)	4	505,328.
5	Gross profit. Subtract line 4 from line 3	5	696,757.
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ►	7	696,757.

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8	700.	18	Office expense (see instructions)	18	14,751.
9	Car and truck expenses (see instructions)	9	14,991.	19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11		a	Vehicles, machinery, and equipment	20a	3,119.
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	23,612.	21	Repairs and maintenance	21	16,451.
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	350.
15	Insurance (other than health)	15	23,867.	23	Taxes and licenses	23	51,536.
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc)	16a	74,473.	a	Travel	24a	8,741.
b	Other	16b		b	Deductible meals and entertainment (see instructions)	24b	3,437.
17	Legal & professional services	17	10,240.	25	Utilities	25	5,340.
				26	Wages (less employment credits)	26	184,200.
				27a	Other expenses (from line 48)	27a	210,204.
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ►	28	646,012.
29	Tentative profit or (loss). Subtract line 28 from line 7	29	50,745.
30	Expenses for business use of your home. Do not report such expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	50,745.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the instructions for line 31). Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a [ ] All investment is at risk.

32b [ ] Some investment is not at risk.

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If 'Yes,' attach explanation ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	
36	Purchases less cost of items withdrawn for personal use	36	457,301.
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	48,027.
39	Other costs	39	
40	Add lines 35 through 39	40	505,328.
41	Inventory at end of year	41	
42	**Cost of goods sold.** Subtract line 41 from line 40. Enter the result here and on line 4	42	505,328.

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ► _____.

44 Of the total number of miles you drove your vehicle during 2013, enter the number of miles you used your vehicle for:

a Business _____ b Commuting (see instructions) _____ c Other _____

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If 'Yes,' is the evidence written? ☐ Yes ☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

SEE STATEMENT 2	
48 **Total other expenses.** Enter here and on line 27a	48 210,204.

SCHEDULE D (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Capital Gains and Losses

► Attach to Form 1040 or Form 1040NR.

► Information about Schedule D and its separate instructions is at *www.irs.gov/schedule*.

► Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

OMB No. 1545-0074

2013

Attachment Sequence No. 12

Name(s) shown on return: MANFRED AND PATRICIA SPRENGER

Your social security number: [redacted]

Part I Short-Term Capital Gains and Losses — Assets Held One Year or Less

See instructions for how to figure the amounts to enter on lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked	1,185,344.	1,190,808.	3,212.	-2,252.
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				

4 Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	
5 Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	
6 Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions	6	-14,886.
7 Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gain or losses, go to Part II below. Otherwise, go to Part III on page 2	7	-17,138.

Part II Long-Term Capital Gains and Losses — Assets Held More Than One Year

See instructions for how to figure the amounts to enter on lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				

11 Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	
12 Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	
13 Capital gain distributions. See instrs	13	
14 Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions	14	
15 Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on page 2	15	

Part III Summary

16 Combine lines 7 and 15 and enter the result • If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then to go line 22.	16	-17,138.
17 Are lines 15 and 16 both gains? ☐ Yes. Go to line 18. ☐ No. Skip lines 18 through 21, and go to line 22.		
18 Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions	18	
19 Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions	19	
20 Are lines 18 and 19 both zero or blank? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). Do not complete lines 21 and 22 below. ☐ No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.		
21 If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) Note. When figuring which amount is smaller, treat both amounts as positive numbers.	21	-3,000.
22 Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☒ No. Complete the rest of Form 1040 or Form 1040NR.		

APPENDIX 699

Form **8949**

Department of the Treasury
Internal Revenue Service

Sales and Other Dispositions of Capital Assets

► Information about Form 8949 and its separate instructions is at *www.irs.gov/form8949*.
► File with your Schedule D to list your transactions for lines 1b, 2, 3, 8b, 9, and 10 of Schedule D.

OMB No. 1545-0074

2013

Attachment Sequence No. **12A**

Name(s) shown on return

MANFRED AND PATRICIA SPRENGER

SSN or taxpayer identification no. [redacted]

Most brokers issue their own substitute statement instead of using Form 1099-B. They also may provide basis information (usually your cost) to you on the statement even if it is not reported to the IRS. Before you check Box A, B, or C below, determine whether you received any statement(s) and, if so, the transactions for which basis was reported to the IRS. Brokers are required to report basis to the IRS for most stock you bought in 2011 or later.

Part I **Short-Term.** Transactions involving capital assets you held one year or less are short term. For long-term transactions, see page 2.

Note. You may aggregate all short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS and for which no adjustments or codes are required. Enter the total directly on Schedule D, line 1a; you are not required to report these transactions on Form 8949 (see instructions).

You *must* check Box A, B, *or* C below. Check only one box. If more than one box applies for your short-term transactions, complete a separate Form 8949, page 1, for each applicable box. If you have more short-term transactions than will fit on this page for one or more of the boxes, complete as many forms with the same box checked as you need.

- [X] **(A)** Short-term transactions reported on Form(s) 1099-B showing basis was reported to the IRS (see Note above)
- [ ] **(B)** Short-term transactions reported on Form(s) 1099-B showing basis was not reported to the IRS
- [ ] **(C)** Short-term transactions not reported to you on Form 1099-B

1 (a) Description of property (Example: 100 shares XYZ Co)	(b) Date acquired (Mo, day, yr)	(c) Date sold or disposed (Mo, day, yr)	(d) Proceeds (sales price) (see instructions)	(e) Cost or other basis. See the Note below and see *Column (e)* in the separate instructions	Adjustment, if any, to gain or loss. If you enter an amount in column (g), enter a code in column (f). See the separate instructions. (f) Code(s) from instructions	(g) Amount of adjustment	(h) Gain or (loss). Subtract column (e) from column (d) and combine the result with column (g)
MULTIPLE VARIOUS -	SEE ATTACHED SCHEDULE		- SEE ATTACHED STATEMENT 1185344.	1190808.	MW	3,212.	-2,252.
2 **Totals.** Add the amounts in columns (d), (e), (g), and (h) (subtract negative amounts). Enter each total here and include on your Schedule D, line 1b (if Box A above is checked), line 2 (if Box B above is checked), or line 3 (if Box C above is checked) ►			1185344.	1190808.		3,212.	-2,252.

Note. If you checked Box A above but the basis reported to the IRS was incorrect, enter in column (e) the basis as reported to the IRS, and enter an adjustment in column (g) to correct the basis. See *Column (g)* in the separate instructions for how to figure the amount of the adjustment.

SCHEDULE SE (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Self-Employment Tax

► Information about Schedule SE and its separate instructions is at *www.irs.gov/scheduleseе.*
► Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2013

Attachment Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)

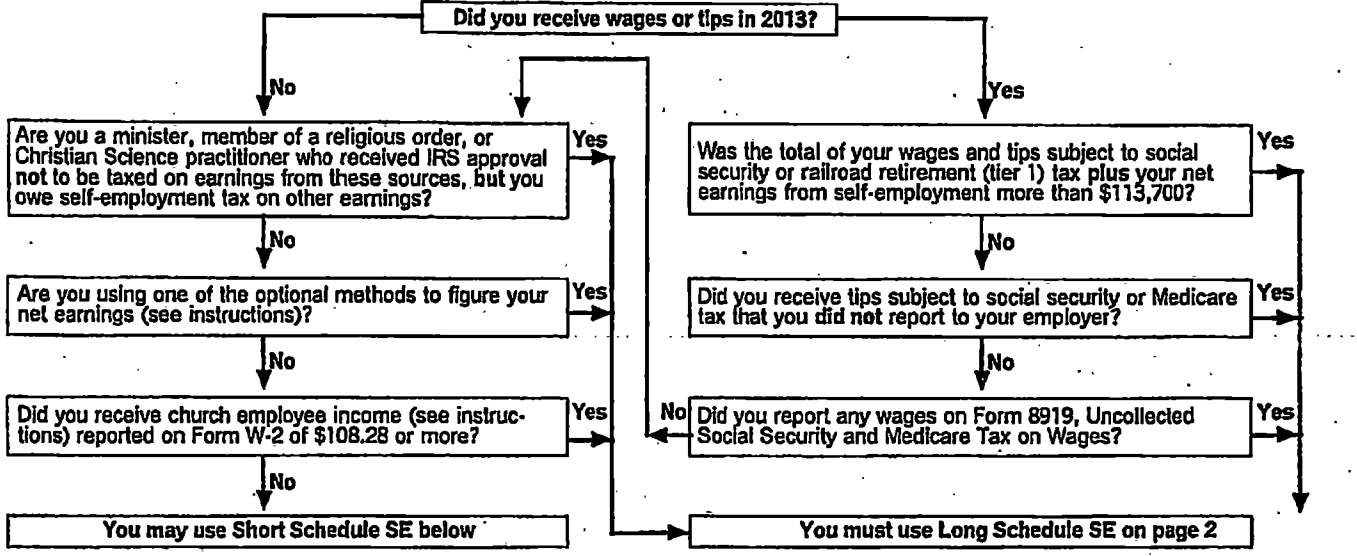
MANFRED SPRENGER

Social security number of person with self-employment income ► [redacted]

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see *Who Must File Schedule SE,* in the instructions.



Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	50,745.
3	Combine lines 1a, 1b, and 2	3	50,745.
4	Multiply line 3 by 92.35% (.9235). If less than $400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b ►	4	46,863.
	Note. If line 4 is less than $400 due to Conservation Reserve Program payments on line 1b, see instructions.		
5	**Self-employment tax.** If the amount on line 4 is: • $113,700 or less, multiply line 4 by 15.3% (.153). Enter the result here and on **Form 1040, line 56, or Form 1040NR, line 54** • More than $113,700, multiply line 4 by 2.9% (.029). Then, add $14,098.80 to the result. Enter the total here and on **Form 1040, line 56, or Form 1040NR, line 54**	5	7,170.
6	**Deduction for one-half of self-employment tax.** Multiply line 5 by 50% (.50). Enter the result here and on **Form 1040, line 27 or Form 1040NR, line 27**	6	3,585.

BAA For Paperwork Reduction Act Notice, see your tax return instructions. Schedule SE (Form 1040) 2013

FDIA1101L 10/24/13

Form **1116**

Department of the Treasury Internal Revenue Service (99)

Foreign Tax Credit

(Individual, Estate, or Trust)

► Attach to Form 1040, 1040NR, 1041, or 990-T.

► Information about Form 1116 and its separate instructions is at *www.irs.gov/form1116.*

OMB No. 1545-0121

2013

Attachment Sequence No. 19

Name: MANFRED AND PATRICIA SPRENGER

ID no. as shown on page 1 of your tax return: [redacted]

Use a separate Form 1116 for each category of income listed below. See Categories of Income in the instructions. Check only one box on each Form 1116. Report all amounts in U.S. dollars except where specified in Part II below.

a [X] Passive category income
b [ ] General category income
c [ ] Section 901(j) income
d [ ] Certain income re-sourced by treaty
e [ ] Lump-sum distributions

f Resident of (name of country) ►

Note: If you paid taxes to only one foreign country or U.S. possession, use column A in Part I and line A in Part II. If you paid taxes to more than one foreign country or U.S. possession, use a separate column and line for each country or possession.

Part I Taxable Income or Loss From Sources Outside the United States (for Category Checked Above)

	Foreign Country or U.S. Possession A	B	C	Total (Add columns A, B, and C.)
g Enter the name of the foreign country or U.S. possession ►	VARIOUS			
1a Gross income from sources within country shown above and of the type checked above (see instructions):				1a
b Check if line 1a is compensation for personal services as an employee, your total compensation from all sources is $250,000 or more, and you used an alternative basis to determine its source (see instructions) ► [ ]				
Deductions and losses *(Caution: See instructions)*:				
2 Expenses definitely related to the income on line 1a (attach statement)				
3 Pro rata share of other deductions not definitely related:				
a Certain itemized deductions or standard deduction (see instructions)	2,218.			
b Other deductions (attach statement)				
c Add lines 3a and 3b	2,218.			
d Gross foreign source income (see instructions)				
e Gross income from all sources (see instructions)	696,757.			
f Divide line 3d by line 3e (see instructions)				
g Multiply line 3c by line 3f				
4 Pro rata share of interest expense (see instructions):				
a Home mortgage interest (use the Worksheet for Home Mortgage Interest in the instructions)				
b Other interest expense				
5 Losses from foreign sources				
6 Add lines 2, 3g, 4a, 4b, and 5				6
7 Subtract line 6 from line 1a. Enter the result here and on line 15, page 2 ►				7

Part II Foreign Taxes Paid or Accrued (see instructions)

COUNTRY	Credit is claimed for taxes (you must check one) (h) [X] Paid (i) [ ] Accrued	Foreign taxes paid or accrued: In foreign currency — Taxes withheld at source on: (k) Dividends	(l) Rents & royalties	(m) Interest	(n) Other foreign taxes paid or accrued	In U.S. dollars — Taxes withheld at source on: (o) Dividends	(p) Rents & royalties	(q) Interest	(r) Other foreign taxes paid or accrued	(s) Total foreign taxes paid or accrued (add columns (o) through (r))
	(j) Date paid or accrued									
A										
B										
C										

8 Add lines A through C, column (s). Enter the total here and on line 9, page 2 ► 8

Part III Figuring the Credit

9	Enter the amount from line 8. These are your total foreign taxes paid or accrued for the category of income checked above Part I	9		
10	Carryback or carryover (attach detailed computation)	10		
11	Add lines 9 and 10	11		
12	Reduction in foreign taxes (see instructions)	12		
13	Taxes reclassified under high tax kickout (see instructions)	13		
14	Combine lines 11, 12 and 13. This is the total amount of foreign taxes available for credit			14
15	Enter the amount from line 7. This is your taxable income or (loss) from sources outside the United States (before adjustments) for the category of income checked above Part I (see instructions)	15		
16	Adjustments to line 15 (see instructions)	16		
17	Combine the amounts on lines 15 and 16. This is your net foreign source taxable income. (If the result is zero or less, you have no foreign tax credit for the category of income you checked above Part I. Skip lines 18 through 22. However, if you are filing more than one Form 1116, you must complete line 20.)	17		
18	**Individuals:** Enter the amount from Form 1040, line 41, or Form 1040NR, line 39. **Estates and trusts:** Enter your taxable income without the deduction for your exemption	18		
	Caution: *If you figured your tax using the lower rates on qualified dividends or capital gains, see instructions.*			
19	Divide line 17 by line 18. If line 17 is more than line 18, enter '1'			19
20	**Individuals:** Enter the amount from Form 1040, line 44. If you are a nonresident alien, enter the amount from Form 1040NR, line 42. **Estates and trusts:** Enter the amount from Form 1041, Schedule G, line 1a, or the total of Form 990-T, lines 36 and 37			20
	Caution: *If you are completing line 20 for separate category e (lump-sum distributions), see instructions.*			
21	Multiply line 20 by line 19 (maximum amount of credit)			21
22	Enter the smaller of line 14 or line 21. If this is the only Form 1116 you are filing, skip lines 23 through 27 and enter this amount on line 28. Otherwise, complete the appropriate line in Part IV (see instructions) ▶			22

Part IV Summary of Credits From Separate Parts III (see instructions)

23	Credit for taxes on passive category income	23		
24	Credit for taxes on general category income	24		
25	Credit for taxes on certain income re-sourced by treaty	25		
26	Credit for taxes on lump-sum distributions	26		
27	Add lines 23 through 26			27
28	Enter the smaller of line 20 or line 27			28
29	Reduction of credit for international boycott operations. See instructions for line 12			29
30	Subtract line 29 from line 28. This is your **foreign tax credit.** Enter here and on Form 1040, line 47; Form 1040NR, line 45; Form 1041, Schedule G, line 2a; or Form 990-T, line 40a ▶			30

Form 1116 (2013)

APPENDIX 703

Form **4562**

Department of the Treasury Internal Revenue Service (99)

Depreciation and Amortization (Including Information on Listed Property)

► See separate instructions. ► Attach to your tax return.

OMB No. 1545-0172

2013

Attachment Sequence No. 179

Name(s) shown on return

MANFRED AND PATRICIA SPRENGER

[redacted]

Business or activity to which this form relates

SCHEDULE C - MS PRODUCTION SOLUTION LLC

Part I Election To Expense Certain Property Under Section 179

Note: *If you have any listed property, complete Part V before you complete Part I.*

1	Maximum amount (see instructions)	1	500,000.
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000.
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2012 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instrs)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2014. Add lines 9 and 10, less line 12 ►	13	

Note: *Do not use Part II or Part III below for listed property. Instead, use Part V.*

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2013	17	21,837.
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ► ☐		

Section B — Assets Placed in Service During 2013 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only — see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs		S/L	
h	Residential rental property			27.5 yrs	MM	S/L	
				27.5 yrs	MM	S/L	
i	Nonresidential real property			39 yrs	MM	S/L	
					MM	S/L	

Section C — Assets Placed in Service During 2013 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs		S/L	
c	40-year			40 yrs	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	1,775.
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations — see instructions	22	23,612.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A – Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ..... [X] Yes [ ] No | 24b If 'Yes,' is the evidence written? ..... [X] Yes [ ] No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)					25			
26 Property used more than 50% in a qualified business use:								
VEHICLES	8/17/07	100.0	11,500.	11,500.	5.0	200DB HY		
BMW 750	7/15/09	100.0	109,620.	98,660.	5.0	200DB HY	1,775.	
TRUCK	6/24/09	100.0						
27 Property used 50% or less in a qualified business use:								
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1					28		1,775.	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	0.

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles)	12,630											
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32	12,630											
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?		X										
35 Was the vehicle used primarily by a more than 5% owner or related person?		X										
36 Is another vehicle available for personal use?	X											

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.) ..... Note: *If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.*		

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year (see instructions):					
43 Amortization of costs that began before your 2013 tax year				43	62,402.
44 Total. Add amounts in column (f). See the instructions for where to report				44	62,402.

Part V Listed Property (Include automobiles, certain other vehicles, certain computers, and property used for entertainment, recreation, or amusement.)

Note: *For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.*

Section A – Depreciation and Other Information (Caution: *See the instructions for limits for passenger automobiles.*)

24a Do you have evidence to support the business/investment use claimed? ☐ Yes ☐ No | 24b If 'Yes,' is the evidence written? ☐ Yes ☐ No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25		
26 Property used more than 50% in a qualified business use:								
F150 TRUCK	6/24/09	100.0	14,000.		5.0	200DB HY		
F150 TRUCK	7/02/09	100.0	9,114.		5.0	200DB HY		
F150 TRUCK	12/21/09	100.0	6,950.		5.0	200DB HY		
27 Property used 50% or less in a qualified business use:								
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28		
29 Add amounts in column (i), line 25. Enter here and on line 7, page 1							29	

Section B – Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other 'more than 5% owner,' or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C – Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		
39 Do you treat all use of vehicles by employees as personal use?		
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		

Note: *If your answer to 37, 38, 39, 40, or 41 is 'Yes,' do not complete Section B for the covered vehicles.*

Part VI Amortization

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2013 tax year (see instructions):					
43 Amortization of costs that began before your 2013 tax year				43	
44 Total. Add amounts in column (f). See the instructions for where to report				44	

2013 **FEDERAL STATEMENTS** PAGE 1

MANFRED AND PATRICIA SPRENGER [redacted]

STATEMENT 1
FORM 1040, LINE 21
COMPUTATION OF 2013 TAXABLE INCOME FOR NOL UTILIZATION

TAXABLE INCOME (FORM 1040, LINE 41)	-369,293.
LESS: DEDUCTION FOR EXEMPTIONS (FORM 1040, LINE 42)	-7,800.
PLUS: NOL CARRYOVERS FROM 2007 AND LATER YEARS	372,770.
2013 TAXABLE INCOME BEFORE NOL DEDUCTION	-4,323.

STATEMENT 1
FORM 1040, LINE 21
2007 NOL UTILIZATION

INITIAL LOSS	183,514.
NOL CARRYOVER AVAILABLE IN 2013	138,167.
MODIFED TAXABLE INCOME (FROM LINE 9 BELOW)	6,277.
NOL ABSORBED THIS YEAR	6,277.
TAXABLE INCOME AFTER NOL DEDUCTION	0.
NOL CARRYOVER TO 2014	131,890.

WORKSHEET FOR NOL CARRYOVER
COMPUTED FOR FIRST NOL THAT REDUCES TAXABLE INCOME BELOW ZERO
PER IRS PUBLICATION 536

NOL YEAR: 2007
USE YOUR 2013 FORM 1040 OR FORM 1040NR TO COMPLETE THIS WORKSHEET

1. NOL DEDUCTION FOR THE NOL YEAR ENTERED ABOVE	138,167.
2. TAXABLE INCOME BEFORE THE NOL DEDUCTION FOR 2007 AND LATER YEARS	-4,323.
3. NET CAPITAL LOSS DEDUCTION	3,000.
4. GAIN EXCLUDED ON SALE OF SMALL BUSINESS STOCK	0.
5. DOMESTIC PRODUCTION ACTIVITIES DEDUCTION	0.
6. ADJUSTMENTS TO ADJUSTED GROSS INCOME	0.
7. ADJUSTMENTS TO ITEMIZED DEDUCTIONS (LINE 35)	-200.
8. DEDUCTION FOR EXEMPTIONS	7,800.
9. MODIFIED TAXABLE INCOME	6,277.
10. NOL CARRYOVER TO 2014	131,890.

ADJUSTMENTS TO ITEMIZED DEDUCTIONS

11. AGI WITHOUT THE NOL DEDUCTION FOR THE YEAR ENTERED ABOVE	22,615.
12. COMBINE LINE 3, 4, 5, AND 6 ABOVE	3,000.
13. MODIFIED ADJUSTED GROSS INCOME	25,615.

ADJUSTMENT TO CHARITABLE CONTRIBUTIONS

22. CHARITABLE CONTRIBUTIONS (FORM 1040, SCH A, LN 19)	0.
23. CHARITABLE CONTRIBUTIONS REFIGURED USING LINE 13	200.
24. SUBTRACT LINE 23 FROM LINE 22	-200.
TENTATIVE TOTAL ADJUSTMENT	
35. COMBINE LINES 18, 21, 24, 29, AND 34	-200.

MANFRED AND PATRICIA SPRENGER [redacted]

(CONTINUED)
STATEMENT 1
FORM 1040, LINE 21
2011 NOL UTILIZATION

INITIAL LOSS	234,603.
NOL CARRYOVER AVAILABLE IN 2013	234,603.
TAXABLE INCOME BEFORE NOL DEDUCTION	0.
NOL ABSORBED THIS YEAR	0.
TAXABLE INCOME AFTER NOL DEDUCTION	0.
NOL CARRYOVER TO 2014	234,603.

STATEMENT 2 - STEEL FABRICATORS
SCHEDULE C, PART V
OTHER EXPENSES

AMORTIZATION	$ 62,402.
BANK CHARGES	2,152.
COMPUTER & INTERNET EXP	6,838.
LICENSE AND PERMITS	370.
MISCELLANEOUS	2,065.
OUTSIDE SERVICES	108,384.
POSTAGE	154.
PRINTING	19,931.
TELEPHONE	5,661.
TOOLS	2,247.
TOTAL	$ 210,204.

1030

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

2013 INDIVIDUAL INCOME TAX RETURN

SC1040
(Rev. 8/20/13)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number [redacted]	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2013, or fiscal tax year beginning 2013 and ending 2014

Enter your first name and initial	Last name	Suff.
MANFRED	SPRENGER	
Spouse's first name, if married filing jointly	**Last name**	
PATRICIA	SPRENGER	

Check if new address ☐	Mailing address (number and street, Apt. No or P.O. Box) Foreign address, see instructions	County code
	308 SHAGBARK CIRCLE	23

City	State	Zip	Area Code Daytime telephone
SIMPSONVILLE	SC	29680	

Check if address is outside US ☐ — Foreign country address including Postal code (see instructions)

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ..... ► ☐
Check this box ONLY if filing a composite return on behalf of the nonresident partners/shareholders of a partnership or "S" corporation ..... ► ☐
Check this box if you have filed a federal or state extension ..... ► ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ..... ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ..... ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (3) ☐ Married filing separately. **Enter spouse's SSN here:**
(2) ☒ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2013 federal return ..... ► 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2013 ..... ►
Enter the number of taxpayers age 65 or older, as of December 31, 2013 ..... ►

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

SCIA0112L 11/25/13

[redacted]

APPENDIX 709

INCOME AND ADJUSTMENTS — 2013

					Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below	▶		1	0.00
	ADDITIONS TO FEDERAL TAXABLE INCOME				
	a State tax addback, if itemizing on federal return (See instructions)	▶ a	248.00		
	b Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	▶ b	00		
	c Expenses related to National Guard and Military Reserve income	c	00		
	d Interest income on obligations of states and political subdivisions other than South Carolina	d	00		
	e Other additions to income. Attach an explanation (See instructions)	▶ e	00		
2	Add lines a through e and enter the total here. These are your **total additions**	▶		2	248.00
3	Add lines 1 and 2 and enter the total here			3	248.00
	SUBTRACTIONS FROM FEDERAL TAXABLE INCOME				Dollars
	f State tax refund, if included on your federal return	▶ f	00		
	g Total and permanent disability retirement income, if taxed on your federal return	▶ g	00		
	h Out-of-state income/gain — Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	▶ h	00		
	I 44% of net capital gains held for more than one year (See instructions)	▶ I	00		
	J Volunteer deductions (See Instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	▶ J	00		
	k Contributions to the SC College Investment Program ('Future Scholar') or the SC Tuition Prepayment Program (See instructions)	▶ k	00		
	l Active Trade or Business Income deduction (See instructions)	▶ l	00		
	m Interest income from obligations of the US government	m	00		
	n Certain nontaxable National Guard or Reserve Pay (See instructions)	▶ n	00		
	o Social security and/or railroad retirement, if taxed on your federal return	▶ o	00		
	p **Caution: Retirement Deduction** (See instructions)				
	p-1 Taxpayer: date of birth _____	▶ p-1	00		
	p-2 Spouse: date of birth _____	▶ p-2	00		
	p-3 Surviving spouse #1: date of birth of deceased spouse _____	p-3	00		
	p-4 Surviving spouse #2: date of birth of deceased spouse _____	p-4	00		
	q Age 65 and older deduction (See instructions)				
	q-1 Taxpayer: date of birth _____	▶ q-1	00		
	q-2 Spouse: date of birth _____	▶ q-2	00		
	r Negative amount of federal taxable income	▶ r	377,093.00		
	s Subsistence allowance ____ days @ $8.00	▶ s	00		
	t Dependents under the age of 6 years on December 31 of the tax year	▶ t	00		
	u Consumer Protection Services	▶ u	00		
	v Other subtractions (See instructions)	▶ v	00		
4	Add lines f through v and enter here. These are your **total subtractions**	▶		4	377,093.00
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero enter zero here. This is your **South Carolina INCOME SUBJECT TO TAX.**	▶		5	0.00
6	TAX: enter tax from SOUTH CAROLINA tax tables	6	0.00		
7	TAX on Lump Sum Distribution (Attach SC4972)	▶ 7	00		
8	TAX on Active Trade or Business Income (Attach I-335)	▶ 8	00		
9	TAX on excess withdrawals from Catastrophe Savings Accounts	▶ 9	00		
10	Add lines 6 through 9 and enter the total here. This is your **TOTAL SOUTH CAROLINA TAX**			10	0.00
11	Child and Dependent Care (See instructions)	▶ 11	00		
12	Two Wage Earner Credit (See instructions)	▶ 12	00		
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	▶ 13	00		
14	TOTAL non-refundable credits. Add lines 11 though 13 and enter the total here			14	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here			15	0.00

SCIA0112L 11/25/13

[redacted]

2013

PAYMENTS AND REFUNDABLE CREDITS

16	SC INCOME TAX WITHHELD (Attach W-2 or SC41) ▶	00	20	Other SC withholding (Attach Form 1099) ▶	00		
17	2013 estimated tax payments ▶	00	21	Tuition tax credit (Attach I-319) ▶	00		
18	Amount paid with extension ▶	00	22	Other refundable credit(s) ▶	00		
19	NR sale of real estate ▶	00					

Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334) ☐ Classroom Teacher Expenses (Attach I-360)

23	Add lines 16 through 22 and enter the total here. These are your **TOTAL PAYMENTS**	23		00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25	0.	00
26	**USE TAX:** (See instructions) ▶ 26		0.	00
27	Amount of line 24 to be credited to your 2014 Estimated Tax ▶ 27			00
28	Total Contributions for Check-offs (Attach I-330) ▶ 28			00
29	Add lines 26 through 28 and enter the total here	29		00
30	If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) **REFUND** ▶	30		00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card* ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank Of America

30b Direct Deposit (for US Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) — Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (BAN) — 1-17 digits

31	Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31		00
32	Late filing and/or late payment: Penalties _____ Interest _____ (See instructions) Enter total here ▶	32		00
33	Penalty for Underpayment of Estimated Tax (Attach SC2210) (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax ☐ ▶	33		00
34	Add lines 31 through 33 and enter the AMOUNT YOU OWE here **BALANCE DUE** ▶	34	0.	00

Pay electronically free of charge at www.sctax.org. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to 'SC Department of Revenue'. Write your social security number and '2013 SC1040' on the payment.

Go Paperless! SCDOR will offer the option to receive your Form 1099-G/INT electronically instead of receiving it in the mail. Form 1099-G/INT is used when preparing your federal tax return.

☐ Check here and enter your email address if you wish to receive information about obtaining your 1099-G/INT Income Tax Refund statement electronically.

Email Address

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes [X] No ☐ Preparer's printed name MARC L. SAUNDERS

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only	Preparer signature	Date	Check if self-employed	PTIN
	MARC L. SAUNDERS		☐	[redacted]
	Firm name (or yours if self-employed) and address and Zip Code: SAUNDERS O'DELL P.A. SIMPSONVILLE, SC 29681			FEIN 57-0812016 Phone No. (864) 963-3467

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

SCIA0112L 11/25/13

[redacted]

APPENDIX 711

SI*R460 05/14/2015 2:27 PM

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2014** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning , 2014, ending , 20 See separate instructions.

Your first name and initial	Last name	Your social security number
MANFRED	SPRENGER	[redacted]
If a joint return, spouse's first name and initial	Last name	Spouse's social security number
PATRICIA	SPRENGER	[redacted]

Home address (number and street). If you have a P.O. box, see instructions. Apt. no. ▲ Make sure the SSN(s) above and on line 6c are correct.

308 SHAGBARK CIRCLE

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).

SIMPSONVILLE SC 29680

Foreign country name | Foreign province/state/county | Foreign postal code

Presidential Election Campaign — Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse
Boxes checked on 6a and 6b: 2

c Dependents:

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qual. for child tax credit (see instr.)

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who:
- lived with you
- did not live with you due to divorce or separation (see instructions)

Dependents on 6c not entered above

Add numbers on lines above ▶ 2

d Total number of exemptions claimed

Income — Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	
8a	Taxable interest. Attach Schedule B if required	8a	
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	64,694
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐	13	-3,000
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income. List type and amount PRIOR YEAR NOL	21	-366,493
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	-304,799

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	4,318
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	23,449
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	27,767
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	-332,566

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Form **1040** (2014)

DAA

APPENDIX 712

SPR450 05/14/2015 2:27 PM

Form 1040 (2014) MANFRED & PATRICIA SPRENGER [redacted]

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	-332,566
	39a	Check if: ☐ You were born before January 2, 1950, ☐ Blind. ☐ Spouse was born before January 2, 1950, ☐ Blind. Total boxes checked ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,200 Married filing jointly or Qualifying widow(er), $12,400 Head of household, $9,100	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	20,246
	41	Subtract line 40 from line 38		41	-352,812
	42	**Exemptions.** If line 38 is $152,525 or less, multiply $3,950 by the number on line 6d. Otherwise, see instructions		42	7,900
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	0
	44	Tax (see instr.). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	0
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962		46	
	47	Add lines 44, 45, and 46 ▶		47	
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child and dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52		
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your total credits		55	
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	0
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	8,636
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your total tax ▶		63	8,636
Payments If you have a qualifying child, attach Schedule EIC.	64	Federal income tax withheld from Forms W-2 and 1099	64		
	65	2014 estimated tax payments and amount applied from 2013 return	65		
	66a	Earned income credit (EIC)	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b ☒ Reserved c ☒ Reserved d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶		74	
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid		75	
	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ ☐		76a	
Direct deposit? See instructions.	b	Routing number ▶ c Type: ☐ Checking ☐ Savings			
	d	Account number			
	77	Amount of line 75 you want applied to your 2015 estimated tax ▶	77		
Amount You Owe	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	8,779
	79	Estimated tax penalty (see instructions)	79	143	

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ▶ BENJAMIN O'DELL Personal identification number (PIN) ▶ 25705 Phone no. ▶ 864-963-3467

Sign Here Joint return? See instr. Keep a copy for your records.

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

Your signature	Date	Your occupation	Daytime phone number
		CEO	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see instr.)
		HOUSEWIFE	

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
	BENJAMIN O'DELL	BENJAMIN O'DELL	05/14/15		P01281657
	Firm's name ▶ SAUNDERS O'DELL PA			Firm's EIN ▶	57-0812016
	Firm's address ▶ 210 E TRADE ST SIMPSONVILLE SC 29681-2632			Phone no.	[redacted]

www.irs.gov/form1040
DAA

Form 1040 (2014)

APPENDIX 713

SPR460 05/14/2015 2:27 PM

SCHEDULE A (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

▶ Information about Schedule A and its separate instructions is at www.irs.gov/scheduleа.

▶ Attach to Form 1040.

OMB No. 1545-0074

2014

Attachment Sequence No. 07

Name(s) shown on Form 1040: MANFRED & PATRICIA SPRENGER

Your social security number: [redacted]

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.			
	1 Medical and dental expenses (see instructions)	1		
	2 Enter amount from Form 1040, line 38 [2]			
	3 Multiply line 2 by 10% (.10). But if either you or your spouse was born before January 2, 1950, multiply line 2 by 7.5% (.075) instead	3		
	4 Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-		4	
Taxes You Paid	5 State and local (check only one box): a ☐ Income taxes, or b ☐ General sales taxes	5		
	6 Real estate taxes (see instructions)	6	1,970	
	7 Personal property taxes	7	1,470	
	8 Other taxes. List type and amount ▶	8		
	9 Add lines 5 through 8		9	3,440
Interest You Paid Note. Your mortgage interest deduction may be limited (see instructions).	10 Home mortgage interest and points reported to you on Form 1098	10	16,806	
	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see instructions and show that person's name, identifying no., and address ▶	11		
	12 Points not reported to you on Form 1098. See instructions for special rules	12		
	13 Mortgage insurance premiums (see instructions)	13		
	14 Investment interest. Attach Form 4952 if required. (See instructions.)	14		
	15 Add lines 10 through 14		15	16,806
Gifts to Charity If you made a gift and got a benefit for it, see instructions.	16 Gifts by cash or check. If you made any gift of $250 or more, see instructions	16		
	17 Other than by cash or check. If any gift of $250 or more, see instructions. You must attach Form 8283 if over $500	17		
	18 Carryover from prior year	18		
	19 Add lines 16 through 18		19	
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See instructions.)		20	
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses—job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See instructions.) ▶	21		
	22 Tax preparation fees	22		
	23 Other expenses—investment, safe deposit box, etc. List type and amount ▶	23		
	24 Add lines 21 through 23	24		
	25 Enter amount from Form 1040, line 38 [25]			
	26 Multiply line 25 by 2% (.02)	26		
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-		27	
Other Miscellaneous Deductions	28 Other—from list in instructions. List type and amount ▶		28	
Total Itemized Deductions	29 Is Form 1040, line 38, over $152,525? ☒ No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ☐ Yes. Your deduction may be limited. See the Itemized Deductions Worksheet in the instructions to figure the amount to enter.		29	20,246
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶ ☐			

For Paperwork Reduction Act Notice, see Form 1040 Instructions.

DAA

Schedule A (Form 1040) 2014

APPENDIX 714

SPR460 05/14/2015 2:27 PM

SCHEDULE C (Form 1040)

Department of the Treasury Internal Revenue Service (99)

Profit or Loss From Business

(Sole Proprietorship)

▶ Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

OMB No. 1545-0074

2014

Attachment Sequence No. 09

Name of proprietor: MANFRED SPRENGER

Social security number (SSN): [redacted]

A Principal business or profession, including product or service (see instructions): STEEL FABRICATORS

B Enter code from instructions: ▶ 238120

C Business name. If no separate business name, leave blank.: MS PRODUCTION SOLUTION LLC

D Employer ID number (EIN), (see instr.): 20-8906600

E Business address (including suite or room no.) ▶ 233 BEVERLY RD

City, town or post office, state, and ZIP code: GREENVILLE SC 29609

F Accounting method: (1) [X] Cash (2) [ ] Accrual (3) [ ] Other (specify) ▶

G Did you "materially participate" in the operation of this business during 2014? If "No," see instructions for limit on losses: [X] Yes [ ] No

H If you started or acquired this business during 2014, check here ▶ [ ]

I Did you make any payments in 2014 that would require you to file Form(s) 1099? (see instructions): [X] Yes [ ] No

J If "Yes," did you or will you file required Forms 1099? [X] Yes [ ] No

Part I Income

1	Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked ▶ [ ]	1	1,608,540
2	Returns and allowances	2	
3	Subtract line 2 from line 1	3	1,608,540
4	Cost of goods sold (from line 42)	4	821,128
5	Gross profit. Subtract line 4 from line 3	5	787,412
6	Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7	Gross income. Add lines 5 and 6 ▶	7	787,412

Part II Expenses. Enter expenses for business use of your home only on line 30.

8	Advertising	8		18	Office expense (see instructions)	18	20,070
9	Car and truck expenses (see instructions)	9		19	Pension and profit-sharing plans	19	
10	Commissions and fees	10		20	Rent or lease (see instructions):		
11	Contract labor (see instructions)	11	114,259	a	Vehicles, machinery, and equipment	20a	118,593
12	Depletion	12		b	Other business property	20b	
13	Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13	15,632	21	Repairs and maintenance	21	6,443
14	Employee benefit programs (other than on line 19)	14		22	Supplies (not included in Part III)	22	400
15	Insurance (other than health)	15	23,217	23	Taxes and licenses	23	43,236
16	Interest:			24	Travel, meals, and entertainment:		
a	Mortgage (paid to banks, etc.)	16a		a	Travel	24a	
b	Other	16b	49,198	b	Deductible meals and entertainment (see instructions)	24b	3,761
17	Legal and professional services	17	7,004	25	Utilities	25	6,753
				26	Wages (less employment credits)	26	189,154
				27a	Other expenses (from line 48)	27a	124,998
				b	Reserved for future use	27b	

28	Total expenses before expenses for business use of home. Add lines 8 through 27a ▶	28	722,718
29	Tentative profit or (loss). Subtract line 28 from line 7	29	64,694
30	Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	
31	Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3. • If a loss, you must go to line 32.	31	64,694
32	If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3. • If you checked 32b, you must attach Form 6198. Your loss may be limited.	32a [ ] All investment is at risk. 32b [ ] Some investment is not at risk.	

For Paperwork Reduction Act Notice, see the separate instructions. DAA

Schedule C (Form 1040) 2014

MANFRED SPRENGER [redacted]

Schedule C (Form 1040) 2014 STEEL FABRICATORS

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation ☐ Yes ☐ No

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35	0
36	Purchases less cost of items withdrawn for personal use	36	765,870
37	Cost of labor. Do not include any amounts paid to yourself	37	
38	Materials and supplies	38	55,258
39	Other costs	39	
40	Add lines 35 through 39	40	821,128
41	Inventory at end of year	41	0
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42	821,128

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶

44 Of the total number of miles you drove your vehicle during 2014, enter the number of miles you used your vehicle for:

a Business b Commuting (see instructions) c Other

45	Was your vehicle available for personal use during off-duty hours?	☐ Yes	☐ No
46	Do you (or your spouse) have another vehicle available for personal use?	☐ Yes	☐ No
47a	Do you have evidence to support your deduction?	☐ Yes	☐ No
b	If "Yes," is the evidence written?	☐ Yes	☐ No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

COMPUTER & INTERNET EXP	6,922
BANK CHARGES	2,376
MISCELLANEOUS	270
PRINTING	29,594
TELEPHONE	5,510
FREIGHT AND SHIPPING COSTS	3,014
DUES & SUBSCRIPTIONS	18
AUTO EXPENSE	14,892
AMORTIZATION	62,402

48 Total other expenses. Enter here and on line 27a 48 124,998

SPR460 05/14/2015 2:27 PM

SCHEDULE D (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Capital Gains and Losses

▶ Attach to Form 1040 or Form 1040NR.
▶ Information about Schedule D and its separate instructions is at www.irs.gov/scheduled.
▶ Use Form 8949 to list your transactions for lines 1b, 2, 3, 8b, 9, and 10.

OMB No. 1545-0074

2014

Attachment Sequence No. 12

Name(s) shown on return
MANFRED & PATRICIA SPRENGER

Your social security number
[redacted]

Part I Short-Term Capital Gains and Losses – Assets Held One Year or Less

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part I, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
1a Totals for all short-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 1b				
1b Totals for all transactions reported on Form(s) 8949 with Box A checked				
2 Totals for all transactions reported on Form(s) 8949 with Box B checked				
3 Totals for all transactions reported on Form(s) 8949 with Box C checked				

4	Short-term gain from Form 6252 and short-term gain or (loss) from Forms 4684, 6781, and 8824	4	-1,431
5	Net short-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	5	
6	Short-term capital loss carryover. Enter the amount, if any, from line 8 of your Capital Loss Carryover Worksheet in the instructions	6	(17,138)
7	Net short-term capital gain or (loss). Combine lines 1a through 6 in column (h). If you have any long-term capital gains or losses, go to Part II below. Otherwise, go to Part III on the back	7	-18,569

Part II Long-Term Capital Gains and Losses – Assets Held More Than One Year

See instructions for how to figure the amounts to enter on the lines below. This form may be easier to complete if you round off cents to whole dollars.	(d) Proceeds (sales price)	(e) Cost (or other basis)	(g) Adjustments to gain or loss from Form(s) 8949, Part II, line 2, column (g)	(h) Gain or (loss) Subtract column (e) from column (d) and combine the result with column (g)
8a Totals for all long-term transactions reported on Form 1099-B for which basis was reported to the IRS and for which you have no adjustments (see instructions). However, if you choose to report all these transactions on Form 8949, leave this line blank and go to line 8b				
8b Totals for all transactions reported on Form(s) 8949 with Box D checked				
9 Totals for all transactions reported on Form(s) 8949 with Box E checked				
10 Totals for all transactions reported on Form(s) 8949 with Box F checked				

11	Gain from Form 4797, Part I; long-term gain from Forms 2439 and 6252; and long-term gain or (loss) from Forms 4684, 6781, and 8824	11	-2,146
12	Net long-term gain or (loss) from partnerships, S corporations, estates, and trusts from Schedule(s) K-1	12	
13	Capital gain distributions. See the instructions	13	
14	Long-term capital loss carryover. Enter the amount, if any, from line 13 of your Capital Loss Carryover Worksheet in the instructions	14	( )
15	Net long-term capital gain or (loss). Combine lines 8a through 14 in column (h). Then go to Part III on the back	15	-2,146

Part III Summary

16	Combine lines 7 and 15 and enter the result	16	-20,715
	• If line 16 is a gain, enter the amount from line 16 on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 17 below. • If line 16 is a loss, skip lines 17 through 20 below. Then go to line 21. Also be sure to complete line 22. • If line 16 is zero, skip lines 17 through 21 below and enter -0- on Form 1040, line 13, or Form 1040NR, line 14. Then go to line 22.		
17	Are lines 15 and 16 both gains? ☐ Yes. Go to line 18. ☐ No. Skip lines 18 through 21, and go to line 22.		
18	Enter the amount, if any, from line 7 of the 28% Rate Gain Worksheet in the instructions ▶	18	
19	Enter the amount, if any, from line 18 of the Unrecaptured Section 1250 Gain Worksheet in the instructions ▶	19	
20	Are lines 18 and 19 both zero or blank? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). Do not complete lines 21 and 22 below. ☐ No. Complete the Schedule D Tax Worksheet in the instructions. Do not complete lines 21 and 22 below.		
21	If line 16 is a loss, enter here and on Form 1040, line 13, or Form 1040NR, line 14, the smaller of: • The loss on line 16 or • ($3,000), or if married filing separately, ($1,500) Note. When figuring which amount is smaller, treat both amounts as positive numbers.	21	(3,000)
22	Do you have qualified dividends on Form 1040, line 9b, or Form 1040NR, line 10b? ☐ Yes. Complete the Qualified Dividends and Capital Gain Tax Worksheet in the instructions for Form 1040, line 44 (or in the instructions for Form 1040NR, line 42). ☒ No. Complete the rest of Form 1040 or Form 1040NR.		

SPR460 05/14/2015 2:27 PM

SCHEDULE SE (Form 1040)

Department of the Treasury
Internal Revenue Service (99)

Self-Employment Tax

▶ Information about Schedule SE and its separate instructions is at www.irs.gov/schedulese.

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2014

Attachment Sequence No. 17

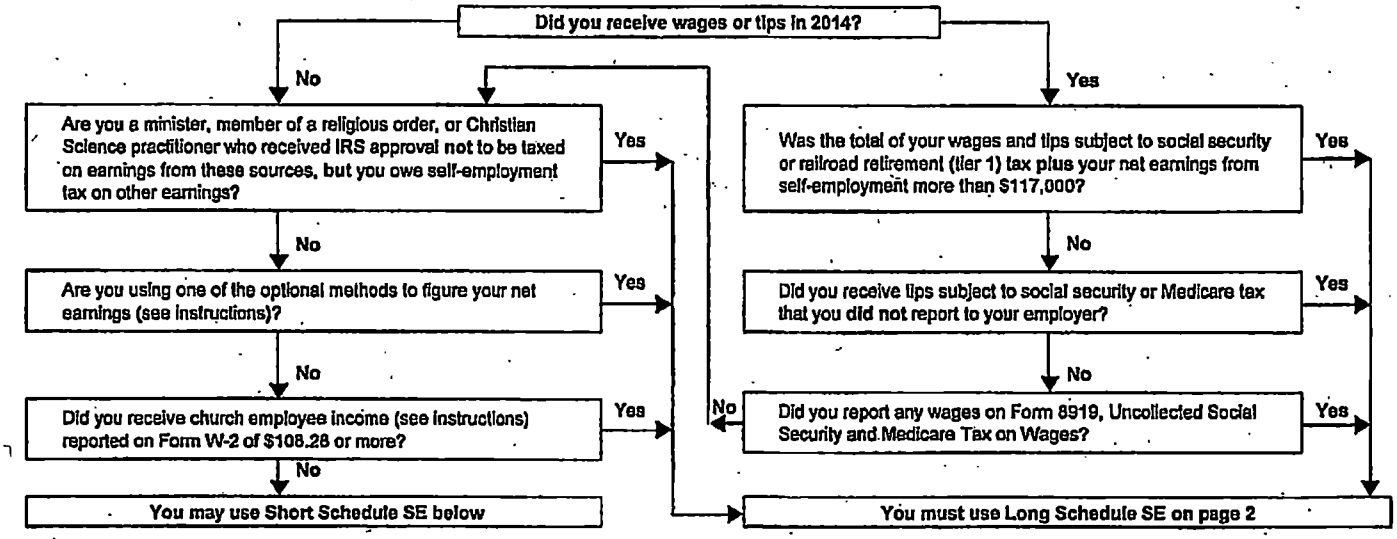
Name of person with self-employment income (as shown on Form 1040 or Form 1040NR)
MANFRED SPRENGER

Social security number of person with self-employment income ▶ [redacted]

Before you begin: To determine if you must file Schedule SE, see the instructions.

May I Use Short Schedule SE or Must I Use Long Schedule SE?

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



Section A — Short Schedule SE. Caution. Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Z	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	61,117
3	Combine lines 1a, 1b, and 2	3	61,117
4	Multiply line 3 by 92.35% (.9235). If less than $400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b ▶	4	56,442
	Note. If line 4 is less than $400 due to Conservation Reserve Program payments on line 1b, see instructions.		
5	Self-employment tax. If the amount on line 4 is: • $117,000 or less, multiply line 4 by 15.3% (.153). Enter the result here and on Form 1040, line 57, or Form 1040NR, line 55 • More than $117,000, multiply line 4 by 2.9% (.029). Then, add $14,508 to the result. Enter the total here and on Form 1040, line 57, or Form 1040NR, line 55	5	8,636
6	Deduction for one-half of self-employment tax. Multiply line 5 by 50% (.50). Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	4,318

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule SE (Form 1040) 2014

DAA

APPENDIX 719

SPR460 05/14/2015 2:27 PM

Form **6781**
Department of the Treasury
Internal Revenue Service

Gains and Losses From Section 1256 Contracts and Straddles

▶ Information about Form 6781 and its instructions is at www.irs.gov/form6781.
▶ Attach to your tax return.

OMB No. 1545-0644
2014
Attachment Sequence No. **82**

Name(s) shown on tax return
MANFRED & PATRICIA SPRENGER

Identifying number [redacted]

Check all applicable boxes (see instructions). A ☐ Mixed straddle election C ☐ Mixed straddle account election
B ☐ Straddle-by-straddle identification election D ☐ Net section 1256 contracts loss election

Part I Section 1256 Contracts Marked to Market

	(a) Identification of account	(b) (Loss)	(c) Gain
1	TRADESTATION SECURITIES	-460	
	TRADESTATION SECURITIES	-3,117	
2	Add the amounts on line 1 in columns (b) and (c)	2 (3,577)	
3	Net gain or (loss). Combine line 2, columns (b) and (c)	3	-3,577
4	Form 1099-B adjustments. See instructions and attach statement	4	
5	Combine lines 3 and 4	5	-3,577
	Note: If line 5 shows a net gain, skip line 6 and enter the gain on line 7. Partnerships and S corporations, see instructions.		
6	If you have a net section 1256 contracts loss and checked box D above, enter the amount of loss to be carried back. Enter the loss as a positive number. If you did not check box D, enter -0-	6	
7	Combine lines 5 and 6	7	-3,577
8	Short-term capital gain or (loss). Multiply line 7 by 40% (.40). Enter here and include on line 4 of Schedule D or on Form 8949 (see instructions)	8	-1,431
9	Long-term capital gain or (loss). Multiply line 7 by 60% (.60). Enter here and include on line 11 of Schedule D or on Form 8949 (see instructions)	9	-2,146

Part II Gains and Losses From Straddles. Attach a separate statement listing each straddle and its components.

Section A – Losses From Straddles

	(a) Description of property	(b) Date entered into or acquired	(c) Date closed out or sold	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Loss. If column (e) is more than (d), enter difference. Otherwise, enter -0-	(g) Unrecognized gain on offsetting positions	(h) Recognized loss. If column (f) is more than (g), enter difference. Otherwise, enter -0-
10								

11a	Enter the short-term portion of losses from line 10, column (h), here and include on line 4 of Schedule D or on Form 8949 (see instructions)	11a	( )
b	Enter the long-term portion of losses from line 10, column (h), here and include on line 11 of Schedule D or on Form 8949 (see instructions)	11b	( )

Section B – Gains From Straddles

	(a) Description of property	(b) Date entered into or acquired	(c) Date closed out or sold	(d) Gross sales price	(e) Cost or other basis plus expense of sale	(f) Gain. If column (d) is more than (e), enter difference. Otherwise, enter -0-
12						

13a	Enter the short-term portion of gains from line 12, column (f), here and include on line 4 of Schedule D or on Form 8949 (see instructions)	13a	
b	Enter the long-term portion of gains from line 12, column (f), here and include on line 11 of Schedule D or on Form 8949 (see instructions)	13b	

Part III Unrecognized Gains From Positions Held on Last Day of Tax Year. Memo Entry Only (see instructions)

	(a) Description of property	(b) Date acquired	(c) Fair market value on last business day of tax year	(d) Cost or other basis as adjusted	(e) Unrecognized gain. If column (c) is more than (d), enter difference. Otherwise, enter -0-
14					

For Paperwork Reduction Act Notice, see instructions.
DAA

SPR460 05/14/2015 2:27 PM

Form **4562**

Department of the Treasury
Internal Revenue Service (99)

Depreciation and Amortization
(Including Information on Listed Property)

▶ Attach to your tax return.
▶ Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

OMB No. 1545-0172
2014
Attachment Sequence No. 179

Name(s) shown on return
MANFRED & PATRICIA SPRENGER

Identifying number [redacted]

Business or activity to which this form relates
STEEL FABRICATORS

Part I Election To Expense Certain Property Under Section 179
Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	

6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost

7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) (See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16	Other depreciation (including ACRS)	16	

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2014	17	13,857
18	If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B—Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

	(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a	3-year property						
b	5-year property						
c	7-year property						
d	10-year property						
e	15-year property						
f	20-year property						
g	25-year property			25 yrs.		S/L	
h	Residential rental property			27.5 yrs.	MM	S/L	
				27.5 yrs.	MM	S/L	
i	Nonresidential real property			39 yrs.	MM	S/L	
					MM	S/L	

Section C—Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a	Class life					S/L	
b	12-year			12 yrs.		S/L	
c	40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21	Listed property. Enter amount from line 28	21	1,775
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	15,632
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

DAA

Form **4562** (2014)

APPENDIX 721

SPR460 05/14/2015 2:27 PM

MANFRED & PATRICIA SPRENGER [redacted]

Part V **Listed Property** (Include automobiles, certain other vehicles, certain aircraft, certain computers, and property used for entertainment, recreation, or amusement.)

Note: For any vehicle for which you are using the standard mileage rate or deducting lease expense, complete only 24a, 24b, columns (a) through (c) of Section A, all of Section B, and Section C if applicable.

Section A—Depreciation and Other Information (Caution: See the instructions for limits for passenger automobiles.)

24a Do you have evidence to support the business/investment use claimed? [X] Yes [ ] No 24b If "Yes," is the evidence written? [X] Yes [ ] No

(a) Type of property (list vehicles first)	(b) Date placed in service	(c) Business/ investment use percentage	(d) Cost or other basis	(e) Basis for depreciation (business/investment use only)	(f) Recovery period	(g) Method/ Convention	(h) Depreciation deduction	(i) Elected section 179 cost
25 Special depreciation allowance for qualified listed property placed in service during the tax year and used more than 50% in a qualified business use (see instructions)						25		
26 Property used more than 50% in a qualified business use:								
BMW 750	07/15/09	100.00%	109,620	98,660	5.0	200DBHY	1,775	
F150 TRUCK	12/21/09	100.00%						
27 Property used 50% or less in a qualified business use:								
		%				S/L-		
		%				S/L-		
28 Add amounts in column (h), lines 25 through 27. Enter here and on line 21, page 1						28	1,775	
29 Add amounts in column (i), line 26. Enter here and on line 7, page 1							29	

Section B—Information on Use of Vehicles

Complete this section for vehicles used by a sole proprietor, partner, or other "more than 5% owner," or related person. If you provided vehicles to your employees, first answer the questions in Section C to see if you meet an exception to completing this section for those vehicles.

	(a) Vehicle 1		(b) Vehicle 2		(c) Vehicle 3		(d) Vehicle 4		(e) Vehicle 5		(f) Vehicle 6	
30 Total business/investment miles driven during the year (do not include commuting miles)												
31 Total commuting miles driven during the year												
32 Total other personal (noncommuting) miles driven												
33 Total miles driven during the year. Add lines 30 through 32												
	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
34 Was the vehicle available for personal use during off-duty hours?												
35 Was the vehicle used primarily by a more than 5% owner or related person?												
36 Is another vehicle available for personal use?												

Section C—Questions for Employers Who Provide Vehicles for Use by Their Employees

Answer these questions to determine if you meet an exception to completing Section B for vehicles used by employees who are not more than 5% owners or related persons (see instructions).

	Yes	No
37 Do you maintain a written policy statement that prohibits all personal use of vehicles, including commuting, by your employees?		X
38 Do you maintain a written policy statement that prohibits personal use of vehicles, except commuting, by your employees? See the instructions for vehicles used by corporate officers, directors, or 1% or more owners		X
39 Do you treat all use of vehicles by employees as personal use?		X
40 Do you provide more than five vehicles to your employees, obtain information from your employees about the use of the vehicles, and retain the information received?		X
41 Do you meet the requirements concerning qualified automobile demonstration use? (See instructions.)		X

Note: If your answer to 37, 38, 39, 40, or 41 is "Yes," do not complete Section B for the covered vehicles.

Part VI **Amortization**

(a) Description of costs	(b) Date amortization begins	(c) Amortizable amount	(d) Code section	(e) Amortization period or percentage	(f) Amortization for this year
42 Amortization of costs that begins during your 2014 tax year (see instructions):					
43 Amortization of costs that began before your 2014 tax year				43	62,402
44 Total. Add amounts in column (f). See the instructions for where to report				44	62,402

SPR460 05/14/2015 2:27 PM

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

2014 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 7/29/14)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number [redacted]	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2014, or fiscal tax year beginning 2014 and ending 2015

Print your first name and initial	Last name	Suff.
MANFRED	SPRENGER	
Spouse's first name, if married filing jointly	Last name	
PATRICIA	SPRENGER	

Check if new address ☐	Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions	County code
	308 SHAGBARK CIRCLE	23

City	State	Zip	Area code Daytime telephone
SIMPSONVILLE	SC	29680	803-548-5978

Check if address is outside U.S. ☐ Foreign country address including Postal code (see instructions)

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box ONLY if filing a composite return on behalf of a partnership or "S" corporation. Do not check this box if you are an individual. ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (2) ☒ Married filing jointly (3) ☐ Married filing separately. Enter spouse's SSN here: _____
(4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions

Enter the number of exemptions from your 2014 federal return ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2014 ▶
Enter the number of taxpayers age 65 or older, as of December 31, 2014 ▶

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

30751028

SPR460 05/14/2015 2:27 PM

[redacted]

INCOME AND ADJUSTMENTS MANFRED & PATRICIA SPRENGER 2014

				Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below	▶	1	0 00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	▶ a	00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	▶ b	00	
c	Expenses related to National Guard and Military Reserve income	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	▶ e	00	
2	Add lines a through e and enter the total here. These are your total additions	▶	2	00
3	Add lines 1 and 2 and enter the total here		3	00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

				Dollars
f	State tax refund, if included on your federal return	▶ f	00	
g	Total and permanent disability retirement income, if taxed on your federal return	▶ g	00	
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	▶ h	00	
i	44% of net capital gains held for more than one year (See instructions)	▶ i	00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	▶ j	00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	▶ k	00	
l	Active Trade or Business Income deduction (See instructions)	▶ l	00	
m	Interest income from obligations of the U.S. government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	▶ n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	▶ o	00	
p	Caution: Retirement Deduction (See instructions)			
p-1	Taxpayer: date of birth _____	▶ p-1	00	
p-2	Spouse: date of birth _____	▶ p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth _____	▶ q-1	00	
q-2	Spouse: date of birth _____	▶ q-2	00	
r	Negative amount of federal taxable income	▶ r	360,712 00	
s	Subsistence allowance _____ days @ $8.00	▶ s	00	
t	Dependents under the age of 6 years on December 31 of the tax year	▶ t	00	
u	Consumer Protection Services	▶ u	00	
v	Other subtractions (See instructions) SEE STMT 1	▶ v	1 00	
4	Add lines f through v and enter here. These are your total subtractions	▶	4	< 360,713 00>
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX	▶	5	0 00

6	TAX: enter tax from SOUTH CAROLINA tax tables	6	0 00	
7	TAX on Lump Sum Distribution (Attach SC4972)	▶ 7	00	
8	TAX on Active Trade or Business Income (Attach I-335)	▶ 8	00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	▶ 9	00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX		10	00
11	Child and Dependent Care (See instructions)	▶ 11	00	
12	Two Wage Earner Credit (See instructions)	▶ 12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	▶ 13	00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here		14	00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here		15	00

30752026

SPR460 05/14/2015 2:27 PM

MANFRED & PATRICIA SPRENGER 2014

PAYMENTS AND REFUNDABLE CREDITS

16	SC INCOME TAX WITHHELD (Attach W-2 or SC41)	00	20	Other SC withholding (Attach Form 1099)	00
17	2014 estimated tax payments	00	21	Tuition tax credit (Attach I-319)	00
18	Amount paid with extension	00	22	Other refundable credit(s)	00
19	NR sale of real estate	00			

Check type: ☐ Anhydrous Ammonia (Attach I-333) ☐ Milk Credit (Attach I-334) ☐ Classroom Teacher Expenses (Attach I-360)

23	Add lines 16 through 22 and enter the total here. These are your TOTAL PAYMENTS	23		00
24	If line 23 is LARGER than line 15, subtract line 15 from line 23 and enter the OVERPAYMENT	24		00
25	If line 15 is LARGER than line 23, subtract line 23 from line 15 and enter the AMOUNT DUE	25		00
26	USE TAX due on internet, mail-order or out-of-state purchases. ▶ 26 0 00			
	Use tax is based on your county's sales tax rate. See instructions for more information.			
	If you certify that no use tax is due, check here ▶ X			
27	Amount of line 24 to be credited to your 2015 Estimated Tax ▶ 27 00			
28	Total Contributions for Check-offs (Attach I-330) ▶ 28 00			
29	Add lines 26 through 28 and enter the total here	29		00
30	If line 29 is larger than line 24, go to line 31. Otherwise, subtract line 29 from line 24 and enter the AMOUNT TO BE REFUNDED TO YOU (line 30a check box entry is required) ....REFUND ▶	30		00

REFUND OPTIONS (subject to program limitations)

30a Mark one refund choice: ▶ ☐ Direct Deposit (30b required) ▶ ☐ Debit Card* ▶ ☐ Paper Check

*SCDOR Income Tax Refund Prepaid Debit Card issued by Bank Of America

30b Direct Deposit (for U.S. Accounts Only) Type: ☐ Checking ☐ Savings

Routing Number (RTN) — Must be 9 digits. The first two numbers of the RTN must be 01 through 12 or 21 through 32

Bank Account Number (BAN) — 1-17 digits

31	Tax Due: Add lines 25 and 29. If line 29 is larger than line 24, subtract line 24 from line 29 and enter the amount	31		00
32	Late filing and/or late payment: Penalties _____ Interest _____ (See instructions) Enter total here ▶	32		00
33	Penalty for Underpayment of Estimated Tax (Attach SC2210) (See instructions and enter letter in box if applicable) Exception to Underpayment of Estimated Tax ▶	33		00
34	Add lines 31 through 33 and enter the AMOUNT YOU OWE here. Attach Form SC1040-V with payment. BALANCE DUE ▶	34		00

Pay electronically free of charge at www.dor.sc.gov. Click on DORePay and pay with Visa, MasterCard or by Electronic Funds Withdrawal (EFW) or include SC1040-V with your check or money order for the full amount payable to "SC Department of Revenue". Write your social security number and "2014 SC1040" on the payment.

I declare that this return and all attachments are true, correct and complete to the best of my knowledge and belief.

Your signature	Date	Spouse's signature (if married filing jointly, BOTH must sign)

Taxpayer's Email: MANFRED.SPRENGER@YAHOO.COM

I authorize the Director of the Department of Revenue or delegate to discuss this return, attachments and related tax matters with the preparer. Yes ☒ No ☐

Preparer's printed name: BENJAMIN O'DELL

If prepared by a person other than the taxpayer, his declaration is based on all information of which he has any knowledge.

Paid Preparer's Use Only	Preparer signature	BENJAMIN O'DELL	Date 05/14/15	Check if self-employed ☐	PTIN [redacted]
	Firm name (or yours if self-employed) and address and Zip Code	SAUNDERS O'DELL PA 210 E TRADE ST SIMPSONVILLE SC 29681-2632		FEIN 57-0812016	Phone No. [redacted]

MAIL TO: REFUNDS OR ZERO TAX — SC1040 Processing Center, PO Box 101100, Columbia, SC 29211-0100

BALANCE DUE — Taxable Processing Center, PO Box 101105, Columbia, SC 29211-0105

30753024

SPR460 SPRENGER, MANFRED & PATRICIA 5/14/2015 2:26 PM
[redacted]
South Carolina Statements

Statement 1 - Form SC1040, Page 2, Line u - Other Subtractions

Description	Amount
DEPRECIATION ADJUSTMENT	$ 1
TOTAL	$ 1

SPR460 SPRENGER, MANFRED & PATRICIA [redacted] 5/14/2015 2:26 PM

South Carolina Statements

Form SC1040, Page 2, Line i - 44% of net capital gains

Description	Amount
ST CL CO	$ -17,138
TP 6781 LT G/L	-2,146
TOTAL NET CAPITAL LOSS	$ -19,284

Exhibit 1	Defendant's summation of transfers
Exhibit 2	Transfer of funds from Sprenger's stock account and personal account
Exhibit 3	a) Check for $40,000.00 from Sprenger's First Citizens account to MSPS
	b) Deposit of $40,000.00 from Sprenger account
Exhibit 4	Check for $60,000.00 from MSPS to Sprenger
Exhibit 5	Deposit of $25,000.00 into MSPS account from Sprenger
Exhibit 6	Paychecks (2) of $7,000.00 for Manfred Sprenger from MSPS
Exhibit 7	$25,000.00 cashier's check payment of Judgment
Exhibit 8	Cash deposits from house and remaining bank statements for 2015
Exhibit 9	Loan to SBA
	Pg. 3 Pledged revenues and profits
	Pg. 4 Pledged purchase orders
	Pledged money to be received from any contracts of sale
	Pg. 7 Pledged deposits if a default
	Pg. 32 SBA pledge
Exhibit 10	Operating Agreement
Exhibit 11	Personal Guarantee
Exhibit 12	Tax Records
Exhibit 13	Loan from Sprenger and Priority Judgments

EXHIBIT 1

Defendant's summation of transfers

Jan 1st 2015 to August 31st 2015

	Bank of America account				
Month	check #	Date	Manfred loans to MSPS	MSPS payments to First Citizen	Description
January					no deposit and no credit (Manfred did not receive salary)
February	1421	2/26/2015	$ 40,000.00		check from First Citizen (loan) to MSPS
March					no deposit and no credit (Manfred did not receive salary)
April					no deposit and no credit (Manfred did not receive salary)
May	54522	6/1/2015		$ (60,000.00)	loan pay back from MSPS to Manfred
June	54548,	6/26/2015		$ (7,000.00)	salary for Manfred
		7/15/2015	$ 25,000.00		Manfred did give MSPS a loan to cover cash flow and payroll paid cash into account
July	54598	8/19/2019		$ (7,000.00)	salary for Manfred
August					
			$ 65,000.00	$ (74,000.00)	

Manfred should have received	$ 56,000.00	salary	Jan throuh Aug
Manfred loaned MSPS to cover cash flow and payroll	$ 65,000.00	loan	
MSPS paid back for loans	$ (60,000.00)		
Manfred received salary	$ (14,000.00)		
MSPS does owe Salary to Manfred	$ 47,000.00		

EXHIBIT 2

Transfer of funds from Sprenger's stock account and personal account

First Citizens

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

SC08

10991
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	72,817.47+

Statement Period: January 16, 2015 Thru February 13, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	5,158.17+	Statement Period Days	29
0 Deposits	0.00	Average Collected Balance	12,026.00+
5 Other Credits	75,364.00+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.09+	Total Interest Earned YTD	0.17+
5 Checks	2,440.29-	*For this statement period	
27 Other Debits	5,264.50-		
Monthly Service Charge	0.00		
Ending Balance	**72,817.47+**		

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$.

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

Account No.	[redacted]
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	03-09-2015

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: January 16, 2015 Thru February 13, 2015 Account Number : [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
01-26	Transfer Internet 01-24 Seq # [redacted]	5,000.00
01-26	FDR Debit Card Visa #1131 Gtc Ce 864-250-8000 SC	139.00
02-11	Wire Transfer Ref Number = [redacted]	35,000.00
02-11	Wire Transfer Ref Number = [redacted]	35,000.00
02-12	Mobile Check Deposit	225.00
	Total	75,364.00
02-13	Interest	0.09

2 Transfer from investment acct
2

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1531	01-26	1,075.28	1535*	01-30	34.71	1540*	02-13	85.00
1533*	01-27	150.30	1537*	02-02	1,095.00			

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

Other Debits From Your Account

Date	Description	Amount
01-16	Purchase Visa #1131 01-16 ATM 226500 Seq # 5912 Wm Supercenter Wal-Mart Super C Simpsonville SC	36.48
01-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	44.26
01-20	Purchase Visa #1131 01-17 ATM Eh6Pa1 Seq # 54472 Bi-Lo Grocery # Simpsonville SC	57.73
01-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	78.42
01-20	Purchase Visa #1131 01-20 ATM Eh6Pa1 Seq # 10332 Bi-Lo Grocery # Simpsonville SC	80.97
01-20	Purchase Visa #1131 01-18 ATM 081451 Seq # 23501 The Home Depot 669 Fairview Roa Simpsonville SC	139.36
01-21	FDR Debit Card Visa #1131 Flora2000.com 18004561797 G Gi	70.98
01-21	FDR Debit Card Visa Debit Foreign Transaction Fee Flora2000.com Gi	0.71
01-22	Purchase Visa #1131 01-22 ATM P06130 Seq # 1980 Publix 655 Fairview RD Simpsonville SC	85.88
01-26	Purchase Visa #1131 01-25 ATM 302192 Seq # 11686 Cvs 02192 02192-698 Fair Simpsonville SC	103.82
01-26	Purchase Visa #1131 01-25 ATM P06130 Seq # 1182 Publix 655 Fairview RD Simpsonville SC	159.80
01-28	Withdrawal 000480534345809 01-28 ATM 000011 Seq # 41558 69291000 Volksbank Eg Allmannsd	228.48
01-28	Foreign Tran Fee Lmannsd 0000 01-28 00000001131	2.28
01-29	Bmw Fin Svc Check Pymt 01536	767.55

First Citizens

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

10991
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: January 16, 2015 Thru February 13, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
02-02	Withdrawal [redacted] 01-31 ATM 000081 Seq # 37721	227.28
	66090800 DDbank Eg Kn-Petersh	
02-02	FDR Debit Card Visa #1131 Lufthansa [redacted] Koeln At	272.73
02-02	Foreign Tran Fee -Petersh 0000 01-31 00000001131	2.27
02-02	FDR Debit Card Visa Debit Foreign Transaction Fee Lufthansa 2 At	2.73
02-02	Wfhm Mortgage Checkpaymt 01534	2,246.26
02-03	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	14.76
02-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
02-03	Kohl's Dept Strs Chg Pymt **********9346	100.00
02-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewclr 888-426-0491 In	31.00
02-11	Purchase Visa #1131 02-11 ATM P06130 Seq # 1270	58.24
	Publix 655 Fairview RD Simpsonville SC	
02-11	Wire Transfer Fee	15.00
02-11	Wire Transfer Fee	15.00
02-12	Duke Energy SE Web_pay **********1115	403.56
	Total	5,264.50

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-16	5,121.69+	01-27	8,213.18+	02-03	3,200.18+
01-20	4,720.95+	01-28	7,982.42+	02-06	3,169.18+
01-21	4,649.26+	01-29	7,214.87+	02-11	73,080.94+
01-22	4,563.38+	01-30	7,180.16+	02-12	72,902.38+
01-26	8,363.48+	02-02	3,333.89+	02-13	72,817.47+

Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**02/13/2015**
		Days In The Billing Cycle Period	29
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**03/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

Statement Period: January 16, 2015 Thru February 13, 2015 Account Number : [redacted]

Interest Paid

Total Interest Paid in Prior Year	0.00

EXHIBIT 3

a) Check for $40,000.00 from Sprenger's First Citizens account to MSPS

b) Deposit of $40,000.00 from Sprenger account

First Citizens

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

SC08

11067
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	21,463.60+

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	72,817.47+	Statement Period Days	28
0 Deposits	0.00	Average Collected Balance	45,485.00+
2 Other Credits	142.26+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.35+	Total Interest Earned YTD	0.52+
6 Checks	41,551.30-	*For this statement period	
59 Other Debits	9,945.18-		
Monthly Service Charge	0.00		
Ending Balance	21,463.60+		

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

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

$.

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
02-19	FDR Debit Card Visa #1131 Amazon *mktplce Eu-Uk Amazon.Co.Uk Wa	73.26
03-12	Transfer ATM 002 Seq # 96138	69.00
	Progressive In Returnprogressiv Mayfield Vlg Oh	
	Total	142.26
03-13	Interest	0.35

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	03-04	24.64	1422	03-02	1,095.00	1427*	03-06	250.00
1421	02-26	40,000.00	1424*	03-03	106.66	1428	03-06	75.00

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

Other Debits From Your Account

Date	Description	Amount
02-17	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	22.99
02-17	Purchase Visa #1131 02-13 ATM 061452 Seq # 63801 The Home Depot 669 Fairview Roa Simpsonville SC	68.25
02-17	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	69.97
02-17	FDR Debit Card Visa #1131 Amazon *mktplce Eu-Uk Amazon.Co.Uk Wa	73.26
02-17	Purchase Visa #1131 02-16 ATM 000147 Seq # 47460 Bath & Body Wor 700 Haywood RD Greenville SC	104.94
02-17	Purchase Visa #1131 02-16 ATM 144820 Seq # 27615 Champs 14482 Greenville SC	105.99
02-17	FDR Debit Card Visa #1131 Hendrick Bmw Charlotte NC	416.53
02-17	Charter Chkpayment 01538	187.06
02-17	Nationwide Mutua Checkpaymt 01539	297.40
02-19	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-756-5005 Pa	103.89
02-23	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.15
02-23	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	19.95
02-23	FDR Debit Card Visa #1131 Champs Sports 800-8262205 Wi	98.08
02-25	Purchase Visa #1131 02-25 ATM P06130 Seq # 1576 Publix 655 Fairview RD Simpsonville SC	38.38
02-25	Purchase Visa #1131 02-25 ATM Eh6Pa1 Seq # 41115 Hob-Lob #318 151 Greenville SC	41.06
02-25	Purchase Visa #1131 02-25 ATM 362800 Seq # 97913 Wal-Mart Super 3628 Wal-Sams Simpsonville SC	140.61
02-26	Transfer Mobile Pcb 02-26	150.00
02-27	Purchase Visa #1131 02-27 ATM P06130 Seq # 1932 Publix 655 Fairview RD Simpsonville SC	54.04

First Citizens

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

11067
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
02-27	Purchase Visa #1131 02-27 ATM 302192 Seq # 15586	58.80
	Cvs 02192 02192-698 Fair Simpsonville SC	
02-27	FDR Debit Card Visa #1131 1-800-Flowers.Com,Inc. 800-468-1141 Ny	69.98
02-27	FDR Debit Card Visa #1131 1001 Shops 248-592-9745 Mi	128.25
03-02	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	11.25
03-02	Purchase Visa #1131 02-28 ATM 001 Seq # 64230	42.37
	Ac Moore Str #5 1117 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 02-28 ATM Eh6Pa1 Seq # 55040	82.63
	Bedbath&beyond# Greenville SC	
03-02	Purchase Visa #1131 03-01 ATM 991005 Seq # 3121	129.08
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 02-28 ATM 991005 Seq # 90209	167.07
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-02	Purchase Visa #1131 03-02 ATM 002 Seq # 11848	767.55
	Bmw Financialse Bmw Financialser Hilliard Oh	
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	14.95
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	14.95
03-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	19.95
03-03	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	23.43
03-03	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	35.72
03-03	FDR Debit Card Visa #1131 Old Time Pottery 0031 Greenville SC	72.93
03-03	Purchase Visa #1131 03-03 ATM Eh6Pa1 Seq # 19967	82.66
	Bi-Lo Grocery # Simpsonville SC	
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	9.99
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	15.98
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	80.97
03-04	Kohl's Dept Strs Chg Pymt **********0654	100.00
03-04	Wfhm Mortgage Checkpaymt 01423	2,246.26
03-05	Purchase Visa #1131 03-05 ATM 226500 Seq # 2142	65.80
	Wm Supercenter Wal-Mart Super C Simpsonville SC	
03-05	Purchase Visa #1131 03-05 ATM P06130 Seq # 1597	101.29
	Publix 655 Fairview RD Simpsonville SC	
03-05	Purchase Visa #1131 03-05 ATM 002 Seq # 18400	420.00
	Progressive In Progressive Ins Mayfield Vlg Oh	
03-05	Duke Energy SE Web_pay **********0415	405.30
03-06	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 NJ	5.59
03-06	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 NJ	5.59
03-06	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 NJ	6.29
03-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	17.96
03-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewclr 888-426-0491 In	26.52
03-09	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	14.85
03-09	Purchase Visa #1131 03-08 ATM 00N0PO Seq # 70968	29.29
	7-Eleven 228 Harrison Bri Simpsonville SC	
03-09	Purchase Visa #1131 03-06 ATM 000000 Seq # 36842	592.52
	The Mens Wearhou Greenville SC	
03-10	Purchase Visa #1131 03-10 ATM P06130 Seq # 1944	126.40
	Publix 655 Fairview RD Simpsonville SC	
03-10	FDR Debit Card Visa #1131 Expedia*199881555312 Expedia.Com Nv	1,086.84
03-12	Purchase Visa #1131 03-12 ATM Eh6Pa1 Seq # 17416	40.25
	Wholefds Wdf 102 Greenville SC	
03-12	FDR Debit Card Visa #1131 1-800-Flowers.Com,Inc. 800-468-1141 Ny	69.98
03-12	Transfer Mobile Pcb 03-12 4	150.00
03-13	Purchase Visa #1131 03-13 ATM 991005 Seq # 45864	165.99
	Costco Whse #10 1021 Woodruff RD Greenville SC	
03-13	Nationwide Mutua Checkpaymt 01429	416.45
	Total	9,945.18

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-17	71,471.08+	02-27	30,629.15+	03-06	24,086.82+
02-19	71,440.45+	03-02	28,334.20+	03-09	23,450.16+
02-23	71,310.27+	03-03	27,944.00+	03-10	22,236.92+
02-25	71,090.22+	03-04	25,466.16+	03-12	22,045.69+
02-26	30,940.22+	03-05	24,473.77+	03-13	21,463.60+

Overdraft Protection

Loan Account Number [redacted]

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**03/13/2015**
		Days In The Billing Cycle Period	28
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**04/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for February 1, 2015 to February 28, 2015

Account number: [redacted]

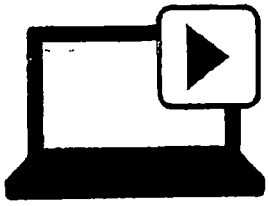
MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on February 1, 2015	$118,055.89
Deposits and other credits	47,727.65
Withdrawals and other debits	-12,526.07
Checks	-113,817.09
Service fees	-59.50
Ending balance on February 28, 2015	**$39,380.88**

# of deposits/credits: 2
# of withdrawals/debits: 69
# of items-previous cycle[1]: 0
# of days in cycle: 28
Average ledger balance: $42,558.52

[1]*Includes checks paid,deposited items&other debits*



Do what you love.
Let us help with the rest.

Watch videos about products and services that can help you improve cash flow, automate vendor payments, manage payroll and much more.

Visit **bankofamerica.com/SBvideos**.

Bank of America, N.A. Member FDIC. ©2015 Bank of America Corporation ARGFWKRD | AD-10-14-0198.B

Your checking account

Bank of America

MS PRODUCTION SOLUTION, LLC | Account # [redacted] | February 1, 2015 to February 28, 2015

Deposits and other credits

Date	Description	Amount
02/02/15	Deposit	7,727.65
02/26/15	Deposit	40,000.00
Total deposits and other credits		**$47,727.65**

Withdrawals and other debits

Date	Description	Amount
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
02/04/15	IRS DES:USATAXPYMT ID:270543552525635 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-626.10
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
02/04/15	SC DEPT REVENUE DES:DEBIT ID:6889456-1 INDN:X CO ID:5576000286 CCD	-131.78
02/11/15	IRS DES:USATAXPYMT ID:270544231646817 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-688.38
02/11/15	SC DEPT REVENUE DES:DEBIT ID:6902545-1 INDN:X CO ID:5576000286 CCD	-135.70
02/18/15	RETURN ITEM CHARGEBACK	-4,260.00
02/18/15	IRS DES:USATAXPYMT ID:270544945679830 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-578.06
02/18/15	SC DEPT REVENUE DES:DEBIT ID:6925686-1 INDN:X CO ID:5576000286 CCD	-121.91
02/19/15	WIRE TYPE:INTL OUT DATE:150219 TIME:1016 ET TRN:2015021900149979 SERVICE REF:493646 BNF:MAKTEK STEEL SOLUTION ID:602705500597 BNF BK:I CICI BANK LIMITED ID:INICIC0006027 PMT DET:NDBQFU7 HR Services	-1,500.00
02/25/15	IRS DES:USATAXPYMT ID:270545633274087 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-591.90
02/25/15	SC DEPT REVENUE DES:DEBIT ID:6954649-1 INDN:X CO ID:5576000286 CCD	-119.33

continued on the next page

Small Business Community Learning Center

Learn ways to prevent business fraud

Find out how you can improve your **Fraud Prevention** from pros in the field at our online Learning Center. Also, get information on:

- Cash Flow Management
- Credit & Lending

It's all part of the **Small Business Community.**

Visit **bankofamerica.com/sbc.**

Bank of America, N.A. Member FDIC. ©2014 Bank of America Corporation
ARWGNQBS | AD-04-14-0351.B

Withdrawals and other debits - continued

Date	Description	Amount
Card account #)		
02/13/15	CHECKCARD 0212 SISKIN STEEL & SPLY CO CHATTANOOGA TN 24445005044600278274540 CKCD 5051 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-1,502.70
02/24/15	BRANCH BANK & 02/24 #000093659 WITHDRWL BRANCH BANKING AN WEST COLUMBIA SC	-123.00
Subtotal for card account # XXXX XXXX XXXX 8614		**-$1,625.70**
Total withdrawals and other debits		**-$12,526.07**

Checks

Date	Check #	Amount
02/02/15	54364	-212.00
02/10/15	54365	-1,649.44
02/09/15	54366	-4,011.00
02/13/15	54367	-1,382.93
02/13/15	54368	-335.80
02/13/15	54369	-224.00
02/17/15	54370	-650.00
02/09/15	54371	-389.64
02/10/15	54372	-134.99
02/06/15	54373	-2,179.64
02/19/15	54374	-1,195.05
02/09/15	54375	-2,349.20
02/05/15	54376	-2,003.13
02/06/15	54377	-5,500.00
02/06/15	54378	-51,984.03
02/10/15	54379	-300.00
02/05/15	54380	-3,200.00
02/10/15	54381	-8,360.00
02/09/15	54382	-1,865.01
02/09/15	54383	-131.24
02/03/15	54384	-300.00
02/24/15	54385	-250.00
02/17/15	54386	-957.00
02/18/15	54387	-960.00
02/17/15	54388	-366.16
02/19/15	54389	-3,325.00
02/17/15	54390	-2,000.00
02/17/15	54392*	-2,000.00
02/17/15	54393	-4,818.50
02/25/15	54394	-147.00
02/26/15	54396*	-87.02
02/02/15	54643*	-322.96
02/02/15	54644	-596.12
02/02/15	54645	-529.01
02/09/15	54648*	-596.12
02/10/15	54649	-529.01
02/06/15	54650	-385.53
02/06/15	54651	-1,007.39
02/09/15	54652	-313.02
02/17/15	54653	-596.12
02/17/15	54654	-529.01
02/13/15	54655	-1,007.37
02/17/15	54656	-450.56
02/23/15	54657	-177.76
02/23/15	54658	-596.12
02/24/15	54659	-529.01
02/20/15	54660	-1,007.39
02/23/15	54661	-369.44
02/27/15	54665*	-1,007.37
Total checks		**-$113,817.09**
Total # of checks		**49**

* *There is a gap in sequential check numbers*

Your checking account

Bank of America

MS PRODUCTION SOLUTION, LLC | A[redacted] | February 1, 2015 to February 28, 2015

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 01/30/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month	
○ Bank of America Merchant Services		○ $2,500+	in net new purchases on a linked Business credit card
○ Payroll Service by Intuit®		✓ $15,000+	average monthly balance in primary checking account
○ Small Business Remote Deposit Online Service		✓ $35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
02/18/15	RETURNED ITEM CHARGEBACK FEE	-12.00
02/19/15	Wire Transfer Fee	-45.00
02/24/15	BRANCH BANK & 02/24 #000093659 WITHDRWL	-2.50
Total service fees		**-$59.50**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
02/01	118,055.89	02/10	34,029.97	02/20	3,381.33
02/02	124,123.45	02/11	33,205.89	02/23	2,238.01
02/03	123,823.45	02/13	28,753.09	02/24	1,333.50
02/04	120,918.36	02/17	16,385.74	02/25	475.27
02/05	115,715.23	02/18	10,453.77	02/26	40,388.25
02/06	54,658.64	02/19	4,388.72	02/27	39,380.88
02/09	45,003.41				

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

EXHIBIT 4

Check for $60,000.00 from MSPS to Sprenger

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for June 1, 2015 to June 30, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on June 1, 2015	$115,652.27
Deposits and other credits	77,059.92
Withdrawals and other debits	-13,713.30
Checks	-162,526.94
Service fees	-80.00
Ending balance on June 30, 2015	**$16,391.95**

# of deposits/credits: 3
# of withdrawals/debits: 84
# of items-previous cycle[1]: 45
# of days in cycle: 30
Average ledger balance: $26,816.29

[1]*Includes checks paid,deposited items&other debits*

Markets go up. Markets come down.

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

MERRILL EDGE
Bank of America Corporation

Merrill Edge® is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center™ (investment guidance) and self-directed online investing. MLPF&S is a registered broker-dealer, member SIPC and a wholly owned subsidiary of Bank of America Corporation. Merrill Lynch, Merrill Edge, the Merrill Edge logo, and Merrill Edge Advisory Center are trademarks of Bank of America Corporation.

Investment products: Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value ARJ4N54Q SSM 03-15-0041A

PULL: E CYCLE: 57 SPEC: 0 DELIVERY: P TYPE: IMAGE: A BC: SC

Your checking account

Bank of America

MS PRODUCTION SOLUTION, LLC | Account # [redacted] | June 1, 2015 to June 30, 2015

Deposits and other credits

Date	Description	Amount
06/15/15	Deposit	7,650.00
06/18/15	Deposit	66,654.08
06/25/15	Deposit	2,755.84
Total deposits and other credits		**$77,059.92**

Withdrawals and other debits

Date	Description	Amount
06/01/15	WIRE TYPE:INTL OUT DATE:150601 TIME:1155 ET TRN:2015060100226601 SERVICE REF:290339 BNF:MAKTEK STEEL SOLUTION PVT ID:602705500597 BNF BK:ICICI BANK LIMITED ID:INICIC0006027 PMT DET:9RKKGK443 Services	-2,040.00
06/03/15	IRS DES:USATAXPYMT ID:270555422031876 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/03/15	SC DEPT REVENUE DES:DEBIT ID:7308110-1 INDN:X CO ID:5576000286 CCD	-131.66
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
06/10/15	IRS DES:USATAXPYMT ID:270556183679447 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/10/15	SC DEPT REVENUE DES:DEBIT ID:7326018-1 INDN:X CO ID:5576000286 CCD	-131.66
06/15/15	IRS DES:USATAXPYMT ID:270556641197675 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-529.08
06/15/15	SC DEPT REVENUE DES:DEBIT ID:7350976-1 INDN:X CO ID:5576000286 CCD	-127.42
06/24/15	IRS DES:USATAXPYMT ID:270557553656983 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-544.08

continued on the next page

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint®

Visit vistaprint.com and enter BOFA500 at checkout.

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

Withdrawals and other debits - continued

Date	Description				Amount
06/24/15	SC DEPT REVENUE DES:DEBIT	ID:7377901-1	INDN:X	CO ID:5576000286 CCD	-130.75
06/30/15	SC DEPT REVENUE DES:DEBIT	ID:7398864-1	INDN:X	CO ID:5576000286 CCD	-140.82
Card account # XXXX XXXX XXXX 8614					
06/01/15	CHECKCARD 0528 CHICAGO METAL PRODUCTS CHICAGO IL 24798655149123057010026 CKCD 5999 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614				-3,060.00
06/10/15	CHECKCARD 0608 CHICAGO METAL PRODUCTS CHICAGO IL 24798655160123065010020 CKCD 5999 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614				-3,060.00
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154803734 CKCD 5533 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614				-268.19
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154805424 CKCD 5533 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614				-306.35
Subtotal for card account # XXXX XXXX XXXX 8614					**-$6,694.54**
Total withdrawals and other debits					**-$13,713.30**

Checks

Date	Check #	Amount
06/04/15	54453	-75.00
06/12/15	54488*	-13,821.34
06/04/15	54502*	-580.00
06/01/15	54503	-2,515.15
06/01/15	54504	-290.79
06/05/15	54505	-660.00
06/04/15	54506	-40.62
06/01/15	54507	-737.60
06/01/15	54508	-980.00
06/01/15	54509	-338.70
06/01/15	54510	-1,254.80
06/02/15	54511	-950.00
06/01/15	54512	-2,055.78
06/01/15	54513	-5,500.00
06/01/15	54516*	-8,008.50
06/03/15	54517	-30.74
06/03/15	54518	-377.26
06/02/15	54519	-1,000.00
06/01/15	54522*	-60,000.00
06/19/15	54523	-163.38
06/22/15	54524	-546.83
06/24/15	54526*	-2,120.38
06/22/15	54527	-138.27
06/26/15	54528	-147.00
06/23/15	54530*	-71.32
06/23/15	54531	-353.62
06/24/15	54532	-950.00

Date	Check #	Amount
06/24/15	54533	-66.80
06/24/15	54534	-1,254.80
06/24/15	54535	-950.00
06/23/15	54536	-24.32
06/24/15	54537	-314.03
06/22/15	54538	-23,918.10
06/26/15	54539	-30.74
06/25/15	54540	-377.08
06/22/15	54541	-711.00
06/22/15	54542	-192.00
06/30/15	54545*	-3,000.00
06/25/15	54546	-3,000.00
06/29/15	54547	-1,245.31
06/26/15	54548	-7,000.00
06/29/15	54549	-5,500.00
06/01/15	54718*	-420.28
06/01/15	54719	-614.46
06/02/15	54720	-585.29
06/01/15	54721	-585.29
06/08/15	54722	-420.28
06/08/15	54723	-614.46
06/09/15	54724	-585.29
06/08/15	54725	-585.29
06/15/15	54726	-373.50
06/15/15	54727	-614.46
06/15/15	54728	-585.29
06/16/15	54729	-585.29

continued on the next page

Checks - continued

Date	Check #	Amount
06/22/15	54730	-411.17
06/19/15	54731	-614.46
06/30/15	54732	-585.29
06/22/15	54733	-585.29
06/29/15	54734	-336.75

Date	Check #	Amount
06/29/15	54735	-614.46
06/30/15	54736	-585.29
06/29/15	54737	-585.29
06/29/15	54738	-348.50

Total checks	**-$162,526.94**
Total # of checks	**63**

* *There is a gap in sequential check numbers*

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	$35.00	$35.00
Total NSF: Returned Item fees	$0.00	$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 05/29/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month
○ Bank of America Merchant Services		○ $2,500+ in net new purchases on a linked Business credit card
○ Payroll Service by Intuit®		✓ $15,000+ average monthly balance in primary checking account
○ Small Business Remote Deposit Online Service		✓ $35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

continued on the next page

Service fees - continued

Date	Transaction description	Amount
06/01/15	Wire Transfer Fee	-45.00
06/12/15	OVERDRAFT ITEM FEE FOR ACTIVITY OF 06-12	-35.00
Total service fees		**-$80.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
06/01	27,205.92	06/10	14,135.08	06/22	43,912.74
06/02	24,670.63	06/11	13,560.54	06/23	43,463.48
06/03	23,582.93	06/12	-295.80	06/24	37,132.64
06/04	22,887.31	06/15	5,124.45	06/25	36,511.40
06/05	20,080.10	06/16	4,539.16	06/26	29,333.66
06/08	18,460.07	06/18	71,193.24	06/29	20,703.35
06/09	17,874.78	06/19	70,415.40	06/30	16,391.95

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

First Citizens

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

11007
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	**2,479.75+**

Statement Period: May 15, 2015 Thru June 12, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted] Enclosures In Statement: 0

Beginning Balance	**1,477.89+**	Statement Period Days	29
1 Deposits	60,000.00+	Average Collected Balance	18,232.00+
4 Other Credits	1,032.82+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.15+	Total Interest Earned YTD	0.86+
4 Checks	51,227.52-	*For this statement period	
27 Other Debits	8,803.59-		
Monthly Service Charge	0.00		
Ending Balance	**2,479.75+**		

Deposits To Your Account

Date	Description	Amount
05-29	Customer Deposit	60,000.00
	Total	60,000.00

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$.

Account No.	
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	07-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: May 15, 2015 Thru June 12, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
[redacted]-26	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	12.10
[redacted]-26	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.12
06-02	Transfer [redacted]-01 ATM 002 Seq # 53180 Progressive In Kerunaprogressiv Mayfield Vlg Oh	119.00
06-09	Mobile Check Deposit	901.60
	Total	1,032.82
06-12	Interest	0.15

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1484	06-02	57.52	1490*	06-05	75.00
1486*	06-03	1,095.00	1491	06-10	50,000.00

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

Other Debits From Your Account

Date	Description	Amount
05-19	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	69.77
05-19	Transfer Mobile Pcb 05-19 686308937671	250.00
05-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	6.98
05-22	Purchase Visa #1131 05-21 ATM 991005 Seq # 99125 Costco Whse #10 1021 Woodruff RD Greenville SC	271.91
05-26	Purchase Visa #1131 05-26 ATM 991102 Seq # 51339 Costco Whse #11 825 Alexander Dr Augusta Ga	87.85
05-27	Purchase Visa #1131 05-27 ATM P06130 Seq # 1954 Publix 655 Fairview RD Simpsonville SC	104.12
06-01	Purchase Visa #1131 05-31 ATM 291234 Seq # 46034 Quiktrip 1012 Woodruff RD Greenville SC	50.91
06-01	Purchase Visa #1131 05-31 ATM 991005 Seq # 49855 Costco Whse #10 1021 Woodruff RD Greenville SC	225.67
06-01	Purchase Visa #1131 06-01 ATM 002 Seq # 45790 Bmw Financialse Bmw Financialser Hilliard Oh	767.55
[redacted]-01	Transfer Mobile Pcb 05-30 686308937671	1,000.00
06-02	Kohl's Dept Strs Chg Pymt **********5218	150.00
06-02	Duke Energy SE Web_pay **********0115	213.56
06-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
06-03	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	22.94
06-03	Comenitycard Pay Check Pymt 1485	146.28
06-04	Transfer Mobile Pcb 06-04 480532089416	150.00
06-04	Transfer Mobile Pcb 06-04 686308937671	250.00

First Citizens

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

11007
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: May 15, 2015 Thru June 12, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
06-05	Nationwide Mutua Checkpaymt 01488	465.80
06-05	Nationwide Mutua Checkpaymt 01489	502.00
06-08	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	31.00
06-08	Purchase Visa #1131 06-08 ATM Eh6Pa1 Seq # 20375 Bi-Lo Grocery # Simpsonville SC	127.06
06-08	Miscellaneous Debit	1,339.16
06-09	Wfhm Mortgage Checkpaymt 01487	2,246.26
06-11	Purchase Visa #1131 06-11 ATM 291234 Seq # 25065 Quiktrip 1012 Woodruff RD Greenville SC	23.35
06-11	Purchase Visa #1131 06-11 ATM 890769 Seq # 47685 Aldi 76097 0626 1771 Woodruff RD Greenville SC	124.02
06-12	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-756-5005 Pa	63.59
06-12	Purchase Visa #1131 06-12 ATM 061452 Seq # 35701 The Home Depot 669 Fairview Roa Simpsonville SC	94.86
	Total	8,803.59

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-19	1,158.12+	06-01	58,655.35+	06-09	52,785.42+
05-20	1,151.14+	06-02	58,353.27+	06-10	2,785.42+
05-22	879.23+	06-03	57,070.10+	06-11	2,638.05+
05-26	803.60+	06-04	56,670.10+	06-12	2,479.75+
05-27	699.48+	06-05	55,627.30+		
05-29	60,699.48+	06-08	54,130.08+		

Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**06/12/2015**
		Days In The Billing Cycle Period	29
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**07/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

EXHIBIT 5

Deposit of $25,000.00 into MSPS account from Sprenger

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

Member FDIC
95-14-2005B 10-2012

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for July 1, 2015 to July 31, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on July 1, 2015	$16,391.95
Deposits and other credits	53,514.99
Withdrawals and other debits	-5,177.01
Checks	-42,970.84
Service fees	-0.00
Ending balance on July 31, 2015	**$21,759.09**

# of deposits/credits: 2
# of withdrawals/debits: 50
# of items-previous cycle[1]: 68
# of days in cycle: 31
Average ledger balance: $22,054.63

[1]*Includes checks paid,deposited items&other debits*

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint®

Visit vistaprint.com and enter BOFA500 at checkout.

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

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account # [redacted] July 1, 2015 to July 31, 2015

Deposits and other credits

Date	Description	Amount
07/15/15	Deposit	25,000.00
07/20/15	Deposit	28,514.99
Total deposits and other credits		**$53,514.99**

Withdrawals and other debits

Date	Description	Amount
07/01/15	IRS DES:USATAXPYMT ID:270558274978280 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-581.78
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
07/08/15	IRS DES:USATAXPYMT ID:270558924272970 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-524.02
07/08/15	SC DEPT REVENUE DES:DEBIT ID:7423721-1 INDN:X CO ID:5576000286 CCD	-125.32
07/15/15	IRS DES:USATAXPYMT ID:270559652830672 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
07/15/15	SC DEPT REVENUE DES:DEBIT ID:7447251-1 INDN:X CO ID:5576000286 CCD	-131.66
07/22/15	IRS DES:USATAXPYMT ID:270560350856225 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-654.52
07/22/15	SC DEPT REVENUE DES:DEBIT ID:7476216-1 INDN:X CO ID:5576000286 CCD	-137.95
07/29/15	IRS DES:USATAXPYMT ID:270561020662133 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-566.74
07/29/15	SC DEPT REVENUE DES:DEBIT ID:7504358-1 INDN:X CO ID:5576000286 CCD	-122.47
Total withdrawals and other debits		**-$5,177.01**

Small Business Online Banking

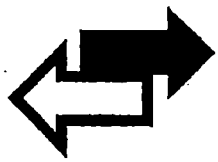
TIP OF THE MONTH

Transferring funds is a snap

Now you can send **transfers** from business accounts to a Bank of America® personal account, including your own.

Later this year, you'll be able to send transfers from your business accounts to any other Bank of America business account *and* from your personal account to any Bank of America business account.

Click on the **Transfers** tab when logged in at **bankofamerica.com/smallbusiness.**



ARYRND4V | SSM-02-15-0019B

Checks

Date	Check #	Amount
07/21/15	54529	-40.20
07/24/15	54550*	-40.20
07/27/15	54551	-388.80
07/21/15	54552	-980.00
07/23/15	54553	-220.64
07/24/15	54554	-950.00
07/21/15	54555	-55.39
07/23/15	54556	-500.02
07/20/15	54557	-21,300.21
07/23/15	54558	-721.00
07/23/15	54559	-389.00
07/24/15	54560	-426.85
07/20/15	54561	-2,000.00
07/28/15	54563*	-380.23
07/28/15	54564	-2,000.00
07/28/15	54565	-2,509.60
07/06/15	54739*	-614.46
07/06/15	54740	-585.29
07/06/15	54741	-585.29
07/14/15	54742	-151.63
07/02/15	54743	-299.00
07/13/15	54744	-614.46
07/13/15	54745	-585.29
07/13/15	54746	-585.29
07/10/15	54747	-420.28
07/20/15	54748	-248.82
07/20/15	54749	-614.46
07/20/15	54750	-585.29
07/21/15	54751	-585.29
07/17/15	54752	-324.15
07/17/15	54753	-420.28
07/27/15	54754	-614.46
07/29/15	54755	-585.29
07/28/15	54756	-585.29
07/24/15	54757	-372.17
07/24/15	54758	-317.80
07/31/15	54763*	-374.41
Total checks		**-$42,970.84**
Total # of checks		**37**

* *There is a gap in sequential check numbers*

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	$0.00	$35.00
Total NSF: Returned Item fees	$0.00	$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

continued on the next page

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Accoun[redacted] | July 1, 2015 to July 31, 2015

Service fees - continued

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 06/30/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month		
○ Bank of America Merchant Services		○	$2,500+	In net new purchases on a linked Business credit card
○ Payroll Service by Intuit®		✓	$15,000+	average monthly balance in primary checking account
○ Small Business Remote Deposit Online Service		○	$35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
07/01	15,810.17	07/14	8,935.33	07/23	31,993.40
07/02	15,511.17	07/15	33,255.63	07/24	29,886.38
07/06	11,941.62	07/17	32,511.20	07/27	28,883.12
07/08	11,292.28	07/20	36,277.41	07/28	23,408.00
07/10	10,872.00	07/21	34,616.53	07/29	22,133.50
07/13	9,086.96	07/22	33,824.06	07/31	21,759.09

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

EXHIBIT 6

Paychecks (2) of $7,000.00 for Manfred Sprenger from MSPS

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for June 1, 2015 to June 30, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on June 1, 2015	$115,652.27
Deposits and other credits	77,059.92
Withdrawals and other debits	-13,713.30
Checks	-162,526.94
Service fees	-80.00
Ending balance on June 30, 2015	**$16,391.95**

# of deposits/credits: 3

# of withdrawals/debits: 84

# of items-previous cycle[1]: 45

# of days in cycle: 30

Average ledger balance: $26,816.29

[1]Includes checks paid,deposited items&other debits

Markets go up. Markets come down.

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

MERRILL EDGE

Bank of America Corporation

Merrill Edge® is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center® (investment guidance) and self-directed online investing. MLPF&S is a registered broker-dealer, member SIPC and a wholly owned subsidiary of Bank of America Corporation. Merrill Lynch, Merrill Edge, the Merrill Edge logo, and Merrill Edge Advisory Center are trademarks of Bank of America Corporation.

Investment products: Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value

ARJMNSMQ SSM-03-15-0041A

Your checking account

Bank of America

MS PRODUCTION SOLUTION, LLC | Account # [redacted] | June 1, 2015 to June 30, 2015

Deposits and other credits

Date	Description	Amount
06/15/15	Deposit	7,650.00
06/18/15	Deposit	66,654.08
06/25/15	Deposit	2,755.84
Total deposits and other credits		**$77,059.92**

Withdrawals and other debits

Date	Description	Amount
06/01/15	WIRE TYPE:INTL OUT DATE:150601 TIME:1155 ET TRN:2015060100226601 SERVICE REF:290339 BNF:MAKTEK STEEL SOLUTION PVT ID:602705500597 BNF BK:ICICI BANK LIMITED ID:INICIC0006027 PMT DET:9RKKGK443 Services	-2,040.00
06/03/15	IRS DES:USATAXPYMT ID:270555422031876 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/03/15	SC DEPT REVENUE DES:DEBIT ID:7308110-1 INDN:X CO ID:5576000286 CCD	-131.66
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
06/10/15	IRS DES:USATAXPYMT ID:270556183679447 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/10/15	SC DEPT REVENUE DES:DEBIT ID:7326018-1 INDN:X CO ID:5576000286 CCD	-131.66
06/15/15	IRS DES:USATAXPYMT ID:270556641197675 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-529.08
06/15/15	SC DEPT REVENUE DES:DEBIT ID:7350976-1 INDN:X CO ID:5576000286 CCD	-127.42
06/24/15	IRS DES:USATAXPYMT ID:270557553656983 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-544.08

continued on the next page

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint®

Visit vistaprint.com and enter BOFA500 at checkout.

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

Withdrawals and other debits - continued

Date	Description			Amount
06/24/15	SC DEPT REVENUE DES:DEBIT	ID:7377901-1 INDN:X	CO ID:5576000286 CCD	-130.75
06/30/15	SC DEPT REVENUE DES:DEBIT	ID:7398864-1 INDN:X	CO ID:5576000286 CCD	-140.82
Card account # XXXX XXXX XXXX 8614				
06/01/15	CHECKCARD 0528 CHICAGO METAL PRODUCTS CHICAGO CKCD 5999 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	IL 24798655149123057010026		-3,060.00
06/10/15	CHECKCARD 0608 CHICAGO METAL PRODUCTS CHICAGO CKCD 5999 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	IL 24798655160123065010020		-3,060.00
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH CKCD 5533 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	24493985161026154803734		-268.19
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH CKCD 5533 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	24493985161026154805424		-306.35
Subtotal for card account # XXXX XXXX XXXX 8614				**-$6,694.54**
Total withdrawals and other debits				**-$13,713.30**

Checks

Date	Check #	Amount
06/04/15	54453	-75.00
06/12/15	54488*	-13,821.34
06/04/15	54502*	-580.00
06/01/15	54503	-2,515.15
06/01/15	54504	-290.79
06/05/15	54505	-660.00
06/04/15	54506	-40.62
06/01/15	54507	-737.60
06/01/15	54508	-980.00
06/01/15	54509	-338.70
06/01/15	54510	-1,254.80
06/02/15	54511	-950.00
06/01/15	54512	-2,055.78
06/01/15	54513	-5,500.00
06/01/15	54516*	-8,008.50
06/03/15	54517	-30.74
06/03/15	54518	-377.26
06/02/15	54519	-1,000.00
06/01/15	54522*	-60,000.00
06/19/15	54523	-163.38
06/22/15	54524	-546.83
06/24/15	54526*	-2,120.38
06/22/15	54527	-138.27
06/26/15	54528	-147.00
06/23/15	54530*	-71.32
06/23/15	54531	-353.62
06/24/15	54532	-950.00

Date	Check #	Amount
06/24/15	54533	-66.80
06/24/15	54534	-1,254.80
06/24/15	54535	-950.00
06/23/15	54536	-24.32
06/24/15	54537	-314.03
06/22/15	54538	-23,918.10
06/26/15	54539	-30.74
06/25/15	54540	-377.08
06/22/15	54541	-711.00
06/22/15	54542	-192.00
06/30/15	54545*	-3,000.00
06/25/15	54546	-3,000.00
06/29/15	54547	-1,245.31
06/26/15	54548	-7,000.00
06/29/15	54549	-5,500.00
06/01/15	54718*	-420.28
06/01/15	54719	-614.46
06/02/15	54720	-585.29
06/01/15	54721	-585.29
06/08/15	54722	-420.28
06/08/15	54723	-614.46
06/09/15	54724	-585.29
06/08/15	54725	-585.29
06/15/15	54726	-373.50
06/15/15	54727	-614.46
06/15/15	54728	-585.29
06/16/15	54729	-585.29

continued on the next page

Checks - continued

Date	Check #	Amount
06/22/15	54730	-411.17
06/19/15	54731	-614.46
06/30/15	54732	-585.29
06/22/15	54733	-585.29
06/29/15	54734	-336.75
06/29/15	54735	-614.46
06/30/15	54736	-585.29
06/29/15	54737	-585.29
06/29/15	54738	-348.50

Total checks	**-$162,526.94**
Total # of checks	**63**

* *There is a gap in sequential check numbers*

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	$35.00	$35.00
Total NSF: Returned Item fees	$0.00	$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 05/29/15:

You are an active user of one of the following services		OR	At least one of the following occurred during the previous month		
○	Bank of America Merchant Services		○	$2,500+	In net new purchases on a linked Business credit card
○	Payroll Service by Intuit®		✓	$15,000+	average monthly balance in primary checking account
○	Small Business Remote Deposit Online Service		✓	$35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

continued on the next page

Service fees - continued

Date	Transaction description	Amount
06/01/15	Wire Transfer Fee	-45.00
06/12/15	OVERDRAFT ITEM FEE FOR ACTIVITY OF 06-12	-35.00
Total service fees		**-$80.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
06/01	27,205.92	06/10	14,135.08	06/22	43,912.74
06/02	24,670.63	06/11	13,560.54	06/23	43,463.48
06/03	23,582.93	06/12	-295.80	06/24	37,132.64
06/04	22,887.31	06/15	5,124.45	06/25	36,511.40
06/05	20,080.10	06/16	4,539.16	06/26	29,333.66
06/08	18,460.07	06/18	71,193.24	06/29	20,703.35
06/09	17,874.78	06/19	70,415.40	06/30	16,391.95

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Please see the Account Changes section of your statement for details regarding important changes to your account.

Your Business Advantage Checking
Bus Platinum Privileges

for August 1, 2015 to August 31, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on August 1, 2015	$21,759.09
Deposits and other credits	105,596.38
Withdrawals and other debits	-8,799.81
Checks	-99,883.57
Service fees	-45.00
Ending balance on August 31, 2015	**$18,627.09**

# of deposits/credits: 5
# of withdrawals/debits: 75
# of items-previous cycle[1]: 39
# of days in cycle: 31
Average ledger balance: $44,739.67

[1]Includes checks paid,deposited items&other debits

Small Business Online Banking

TIP OF THE MONTH

Bank your way

Our **Mobile Banking App** lets you bank how, when and where you want.

• Check balances • Pay bills • Locate ATMs or financial centers

Text BizAPP to 226526 to download your Mobile Banking App today.

Mobile banking requires enrollment through the Mobile App, Mobile Web or Online Banking. Wireless carrier fees may apply. For the text message, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular, Verizon Wireless. Message and data rates may apply. Text STOP to 226526 to cancel and text HELP to 226526 for help. ARMGSMG3 | AD-02-15-0019.G

PULL: E CYCLE: 57 SPEC: 0 DELIVERY: P TYPE: IMAGE: A BC: SC

Your checking account

Bank of America

MS PRODUCTION SOLUTION, LLC | Account [redacted] | August 1, 2015 to August 31, 2015

Deposits and other credits

Date	Description	Amount
08/03/15	Deposit	38,486.25
08/06/15	Deposit	18,500.00
08/11/15	Deposit	21,065.00
08/24/15	Deposit	14,878.13
08/27/15	Deposit	12,667.00
Total deposits and other credits		**$105,596.38**

Withdrawals and other debits

Date	Description	Amount
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
08/05/15	IRS DES:USATAXPYMT ID:270561772568814 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-573.18
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-319.45
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
08/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
08/05/15	SC DEPT REVENUE DES:DEBIT ID:7527024-1 INDN:X CO ID:5576000286 CCD	-131.34
08/12/15	IRS DES:USATAXPYMT ID:270562482017664 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-620.14
08/12/15	SC DEPT REVENUE DES:DEBIT ID:7547009-1 INDN:X CO ID:5576000286 CCD	-143.20
08/17/15	WIRE TYPE:INTL OUT DATE:150817 TIME:0933 ET TRN:2015081700208841 SERVICE REF:983158 BNF:HANGZHOU TEDUN BUILDING MA ID:3301400700022900 BNF BK:CHINA CONSTRUCTION BANK ID:PCBCCNBJZJX PMT DET:8U5PXBYKR Services /ACC/TELEX: 351108 CBHZ	-4,000.00
08/19/15	IRS DES:USATAXPYMT ID:270563101572037 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-616.64

continued on the next page

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint®

Visit vistaprint.com and enter BOFA500 at checkout.

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

Withdrawals and other debits - continued

Date	Description	Amount
08/19/15	SC DEPT REVENUE DES:DEBIT ID:7573388-1 INDN:X CO ID:5576000286 CCD	-143.32
08/24/15	SC DEPT REVENUE DES:DEBIT ID:7604483-1 INDN:X CO ID:5576000286 CCD	-141.93
08/26/15	IRS DES:USATAXPYMT ID:270563830914300 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-613.66
Total withdrawals and other debits		**-$8,799.81**

Checks

Date	Check #	Amount
08/05/15	54562	-81.00
08/11/15	54566*	-1,922.37
08/07/15	54567	-2,610.00
08/17/15	54568	-746.72
08/06/15	54569	-1,392.40
08/07/15	54570	-88.10
08/07/15	54571	-800.00
08/10/15	54572	-391.74
08/14/15	54573	-136.25
08/10/15	54574	-708.80
08/04/15	54575	-5,500.00
08/10/15	54576	-1,464.00
08/11/15	54577	-58.11
08/10/15	54578	-1,968.80
08/20/15	54579	-1,189.58
08/27/15	54580	-553.63
08/21/15	54581	-68.00
08/21/15	54582	-39.80
08/21/15	54583	-112.49
08/17/15	54584	-950.00
08/25/15	54585	-175.70
08/17/15	54586	-1,254.80
08/18/15	54587	-950.00
08/18/15	54588	-9.00
08/21/15	54589	-1,275.84
08/19/15	54590	-474.20
08/20/15	54591	-33,841.59
08/24/15	54592	-377.18

Date	Check #	Amount
08/26/15	54593	-2,000.00
08/17/15	54594	-721.00
08/20/15	54595	-509.04
08/24/15	54596	-2,000.00
08/20/15	54597	-1,790.08
08/19/15	54598	-7,000.00
08/19/15	54599	-500.00
08/03/15	54759*	-614.46
08/03/15	54760	-585.29
08/03/15	54761	-585.29
08/10/15	54762	-156.07
08/10/15	54764*	-614.46
08/10/15	54765	-585.29
08/10/15	54766	-585.29
08/07/15	54767	-380.20
08/07/15	54768	-393.42
08/17/15	54769	-614.46
08/17/15	54770	-585.29
08/18/15	54771	-585.29
08/14/15	54772	-461.14
08/14/15	54773	-382.68
08/24/15	54774	-614.46
08/27/15	54776*	-585.29
08/21/15	54777	-385.92
08/21/15	54778	-420.28
08/31/15	54779	-286.75
08/31/15	54780	-614.46
08/28/15	54783*	-447.56

continued on the next page

Checks - continued

Date	Check #	Amount
08/21/15	55001*	-600.00
08/17/15	55002	-2,000.00
08/21/15	55003	-100.00
08/31/15	55004	-5,500.00
08/27/15	55005	-7,540.00
Total checks		**-$99,883.57**
Total # of checks		**61**

* *There is a gap in sequential check numbers*

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	$0.00	$35.00
Total NSF: Returned Item fees	$0.00	$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 07/31/15:

You are an active user of one of the following services

- ◯ Bank of America Merchant Services
- ◯ Payroll Service by Intuit®
- ◯ Small Business Remote Deposit Online Service

OR At least one of the following occurred during the previous month

- ◯ $2,500+ in net new purchases on a linked Business credit card
- ✓ $15,000+ average monthly balance in primary checking account
- ◯ $35,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
08/17/15	Wire Transfer Fee	-45.00
Total service fees		**-$45.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
08/01	21,759.09	08/11	75,804.33	08/21	12,532.58
08/03	58,460.30	08/12	75,040.99	08/24	24,277.14
08/04	52,960.30	08/14	74,060.92	08/25	24,101.44
08/05	50,358.38	08/17	63,143.65	08/26	21,487.78
08/06	67,465.98	08/18	61,599.36	08/27	25,475.86
08/07	63,194.26	08/19	52,865.20	08/28	25,028.30
08/10	56,719.81	08/20	15,534.91	08/31	18,627.09

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

First Citizens

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

10944
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	**561.88+**

Statement Period: June 13, 2015 Thru July 14, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	**2,479.75+**	Statement Period Days	32
2 Deposits	8,000.00+	Average Collected Balance	3,036.00+
6 Other Credits	2,788.00+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.02+	Total Interest Earned YTD	0.88+
7 Checks	2,421.43-	*For this statement period	
43 Other Debits	10,284.46-		
Monthly Service Charge	0.00		
Ending Balance	**561.88+**		

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$.

Account No.	
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	08-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: June 13, 2015 Thru July 14, 2015 Account Number: [redacted]

Deposits To Your Account

Date	Description	Amount
06-15	Customer Deposit	1,000.00
06-25	Customer Deposit	7,000.00
	Total	8,000.00

Other Credits And Interest To Your Account

Date	Description		Amount
06-15	Mobile Check Deposit		250.00
06-16	Mobile Check Deposit		600.00
06-18	Transfer Mobile	Pcb 06-18 480540362509	800.00
06-18	Mobile Check Deposit		100.00
06-18	Mobile Check Deposit		650.00
07-10	Mobile Check Deposit		388.00
	Total		2,788.00
07-14	Interest		0.02

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1493	06-22	600.00	1498*	07-02	1,095.00	1502	07-10	85.00
1494	07-01	142.65	1500*	07-07	3.08			
1496*	07-01	460.70	1501	07-09	35.00			

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

Other Debits From Your Account

Date	Description	Amount
06-15	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	20.70
06-15	Miscellaneous Debit	1,324.49
06-15	Transfer Mobile Pcb 06-13 [redacted]	600.00
06-16	Charter Chkpayment 01492	82.37
06-17	Transfer Mobile Pcb 06-17 [redacted]	600.00
06-18	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	23.30
06-18	Purchase Visa #1131 06-18 ATM 302192 Seq # 12714 Cvs 02192 02192-698 Fair Simpsonville SC	24.25
06-18	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	24.70
06-18	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	63.36
06-18	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	0.23
06-18	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	0.63
06-18	Transfer Mobile Pcb 06-18 686308937671	200.00

First Citizens

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

10944
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: June 13, 2015 Thru July 14, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
06-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	15.92
06-22	Transfer Mobile Pcb 0	500.00
06-23	Purchase Visa #1131 06-22 ATM [illegible] Seq # 59197 Shell Service S Shell Spartanburg SC	7.49
06-23	Purchase Visa #1131 06-23 ATM Eh6Pa1 Seq # 64542 Bi-Lo Grocery # Simpsonville SC	61.57
06-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	143.86
06-24	Transfer Mobile Pcb 06-24	500.00
06-26	Purchase Visa #1131 06-26 ATM P06130 Seq # 1825 Publix 655 Fairview RD Simpsonville SC	31.53
06-28	Purchase Visa #1131 06-28 ATM Eh6Pa1 Seq # 58962 Bi-Lo Grocery # Simpsonville SC	19.74
06-29	Purchase Visa #1131 06-26 ATM 061451 Seq # 30901 Nst The Home De 669 Fairview Roa Simpsonville SC	26.40
06-29	Transfer Mobile Pcb 06-27	500.00
06-29	Transfer Mobile Pcb 06-29 [illegible]	600.00
07-01	FDR Debit Card Visa #1131 Panera Bread #859 Simpsonville SC	27.38
07-02	Purchase Visa #1131 07-02 ATM 061452 Seq # 19301 Nst The Home De 669 Fairview Roa Simpsonville SC	23.74
07-02	Purchase Visa #1131 07-02 ATM 002 Seq # 5749 Bmw Financialse Bmw Financialser Hilliard Oh	767.55
07-02	Kohl's Dept Strs Chg Pymt **********1304	150.00
07-02	Comenitycard Pay Check Pymt 1495	157.39
07-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
07-03	Purchase Visa #1131 07-03 ATM Eh6Pa1 Seq # 42081 Bi-Lo Grocery # Simpsonville SC	41.36
07-03	Purchase Visa #1131 07-03 ATM 302192 Seq # 12625 Cvs 02192 02192-698 Fair Simpsonville SC	62.19
07-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	17.44
07-06	Transfer Mobile Pcb 07-06	300.00
07-06	Duke Energy SE Web_pay **********0315	280.20
07-07	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	31.00
07-07	Wfhm Mortgage Checkpaymt 01497	2,246.26
07-07	Charter Chkpayment 01499	74.53
07-08	Purchase Visa #1131 07-08 ATM 890769 Seq # 40610 Aldi 76097 0626 1771 Woodruff RD Greenville SC	87.57
07-08	FDR Debit Card Visa #1131 Wm Ezpay 866-834-2080 Tx	90.34
07-13	Purchase Visa #1131 07-13 ATM 291234 Seq # 67815 Quiktrip 1012 Woodruff RD Greenville SC	25.14
07-13	Purchase Visa #1131 07-12 ATM 061451 Seq # 91601 The Home Depot 669 Fairview Roa Simpsonville SC	67.18
07-13	Purchase Visa #1131 07-13 ATM P06130 Seq # 1922 Publix 655 Fairview RD Simpsonville SC	96.70
07-13	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	349.00
	Total	10,284.46

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Statement Period: June 13, 2015 Thru July 14, 2015 Account Number: [redacted]

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-15	1,784.56+	06-25	8,086.88+	07-07	1,009.79+
06-16	2,302.19+	06-26	8,055.35+	07-08	831.88+
06-17	1,702.19+	06-29	6,909.21+	07-09	796.88+
06-18	2,915.72+	07-01	6,278.48+	07-10	1,099.88+
06-22	1,799.80+	07-02	4,084.80+	07-13	561.86+
06-23	1,730.74+	07-03	3,962.30+	07-14	561.88+
06-24	1,086.88+	07-06	3,364.66+		

Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**07/14/2015**
		Days In The Billing Cycle Period	32
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**08/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged In 2015	0.00
Total Interest Charged in 2015	0.00

First Citizens

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

02023
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	3,229.37+

Statement Period: August 15, 2015 Thru September 4 , 2015 Account Number : [redacted]

Relationship Checking

Account Number : [redacted]

Enclosures In Statement: 0

Beginning Balance	947.26+	Statement Period Days	21
1 Deposits	7,000.00+	Average Collected Balance	4,913.00+
1 Other Credits	900.00+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.02+	Total Interest Earned YTD	0.93+
3 Checks	1,636.00-	*For this statement period	
32 Other Debits	3,981.91-		
Monthly Service Charge	0.00		
Ending Balance	3,229.37+		

Deposits To Your Account

Date	Description	Amount
08-18	Customer Deposit	7,000.00
	Total	7,000.00

Other Credits And Interest To Your Account

Date	Description	Amount
08-31	Transfer Mobile Pcb 08-31	900.00
	Total	900.00
09-04	Interest	0.02

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1510	08-25	323.00	1571*	08-27	218.00	1572	09-03	1,095.00

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

Other Debits From Your Account

Date	Description	Amount
08-18	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	18.54
08-18	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	29.98
08-19	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	14.49
08-19	Purchase Visa #1131 08-18 ATM 162872 Seq # 20887 Shell Service S Shell Simpsonville SC	20.18
08-19	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	24.95
08-19	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	29.99

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

Statement Period: August 15, 2015 Thru September 4 , 2015 Account Number : [redacted]

Other Debits From Your Account

Date	Description	Amount
08-19	Purchase Visa #1131 08-19 ATM Eh6Pa1 Seq # 6766	66.12
	Belk Haywood 700 Greenville SC	
08-19	FDR Debit Card Visa #1131 Epic Buffet Simpsonville SC	111.51
08-20	Purchase Visa #1131 08-20 ATM 291234 Seq # 33278	39.74
	Quiktrip 1012 Woodruff RD Greenville SC	
08-20	FDR Debit Card Visa #1131 Lowes #00907* 866-483-7521 NC	87.29
08-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.95
08-24	Purchase Visa #1131 08-24 ATM 085689 Seq # 43407	35.01
	Quiktrip 1134 1460 Woodruff RD Greenville SC	
08-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	36.99
08-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	51.67
08-24	Purchase Visa #1131 08-22 ATM 991005 Seq # 72341	202.40
	Costco Whse #10 1021 Woodruff RD Greenville SC	
08-25	Purchase Visa #1131 08-25 ATM 612813 Seq # 38218	25.16
	Spinx #134 1301 Fairview RD Simpsonville SC	
08-25	Purchase Visa #1131 08-25 ATM 001 Seq # 7377	68.93
	Teavana #333 700 Haywood RD. Greenville SC	
08-25	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	150.93
08-26	Purchase Visa #1131 08-26 ATM Eh6Pa1 Seq # 32284	115.94
	Bi-Lo Grocery # Simpsonville SC	
08-26	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	809.00
08-31	Purchase Visa #1131 08-29 ATM 061452 Seq # 29401	52.87
	The Home Depot 669 Fairview Roa Simpsonville SC	
08-31	Purchase Visa #1131 08-31 ATM 002 Seq # 62005	767.55
	Bmw Financialse Bmw Financialser Hilliard Oh	
08-31	Transfer Mobile Pcb 08-31 686308937671	400.00
09-01	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	7.68
09-01	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	16.39
09-01	Purchase Visa #1131 09-01 ATM 612830 Seq # 80221	24.42
	Spinx #193 697 Fairview RD. Simpsonvile SC	
09-01	Purchase Visa #1131 09-01 ATM P06130 Seq # 1075	136.09
	Publix 655 Fairview RD Simpsonville SC	
09-01	Comenity Pay Vl Web Pymt **********4580	100.00
09-01	Duke Energy SE Web_pay **********3115	373.59
09-02	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	7.61
09-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
09-03	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	124.99
	Total	3,981.91

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-18	7,898.74+	08-25	6,597.43+	09-01	4,475.90+
08-19	7,631.50+	08-26	5,672.49+	09-02	4,468.29+
08-20	7,504.47+	08-27	5,454.49+	09-03	3,229.35+
08-24	7,165.45+	08-31	5,134.07+	09-04	3,229.37+

Bank of America

Capture Date: 10/02/2014 Sequence #: 3742827687

Bank of America

Checking ☐ Savings ☐ Withdrawal ☐ DEBIT

Please Check Proper Box.

Not Negotiable - Withdrawals are permitted only through Payment to the depositor.

Date 10/2/14

Name and Address MS Production Solution, LLC
233 Beverly Rd
Greenville, SC 29609

Telephone No. (N/A)

Twenty five thousand 00/100 Dollars

Save time in line and help us avoid errors. The next time you make a withdrawal, please use your pre-printed withdrawal slips for your account.

X
Customer Signature

Total Withdrawal $ 25000.00

For SC Use Only 40-14-317571 05-2008

Account Number [redacted]

IV 519 card cut# stacy driver LVD

⑆540570139⑆

Seq: 264
Batch: 501831
Date: 10/02/14

CKCHSC********** 03/15
Official Check Sale $25,000.00
R/TN 540570139
Account 223012111034
Entity NSC CC 7331700 Tlr 00007
Tran 00034 10/02/2014 10:35

Seq:00264 10/02/14
BAT:501831 CC:0057331700
WT:01 LTPS:Atlanta ET
SC:Fine Knott SC SC2-541

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
10/02/2014	3742827687	11000138	-1	Y		BANK OF AMERICA, NA

No Payee Endorsements Found

final pay off Allied Crawford VV GO

643

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Cashier's Check - Customer Copy

No. 1106100674

Void After 90 Days

30-1/1140
NTX

Date 10/02/14 10:37:16 AM

PINE KNOLL
0007 7331700 0034

00-53-3364B 11-2010

Pay BANK OF AMERICA TWO FIVE ZERO ZERO ZERO 00 CTSCTS

***$25,000.00

To The Order Of STEWART AND CROUCH

Not-Negotiable
Customer Copy
Retain for your Records

Remitter (Purchased By): MS PRODUCTION SOLUTION, LLC

001641000298

Bank of America, N.A.
SAN ANTONIO, TX

C. RICHARD STEWART

Attorney at Law

September 29, 2014

MS Production Solutions, LLC
Attn.: Manfred Sprenger

Re: Crawford Metal vs. MS Production Solutions, LLC

By fax: 244-0837

Dear Mr. Sprenger:

This is to confirm that Crawford Metal will cancel the Supplemental Proceedings set for October 9, 2014 and settle its judgment against MS Production Solutions, LLC upon receipt of $25,000.00 in certified funds. Obviously, this settlement amount must be received prior to October 9, 2014.

Yours very truly,

C. Richard Stewart

Phone:
(864)235-2019

C. Richard Stewart, Attorney at Law
11 Whitsett Street, Greenville, SC 29601
www.AttorneyRichardStewart.com

Email:
dstewart@attorneyrichardstewart.com

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 SEP 12 PM 3 21

Crawford Metal
☒ Plaintiff

CASE NO.
2012-CP-23-06523

MOTION INFORMATION FORM
AND COVER SHEET

Ms Production Solutions
☐ Defendant.

Plaintiff's Attorney:	Defendant's Attorney:
C. Richard Stewart, Bar No. 5346 Address: 11 Whitsett Street Greenville, SC 29601 phone: (864) 235-2019 fax: (864) 235-7851 e-mail: dstewart@stewartandcrouch.com other:	, Bar No. Address: phone: fax: e-mail: other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Supplemental Proceedings
Estimated Time Needed: 15 mins Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

☒ Written motion attached
☐ Form Motion --
I hereby move for relief or action by the court as set forth in the attached proposed order.

C. Richard Stewart — August 26, 2014
Signature of Attorney for ☒ Plaintiff / ☐ Defendant — Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: 25.00
☐ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

_____
JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Date Filed:

Collected by: _____

☐ MOTION FEE COLLECTED: _____
☐ CONTESTED – AMOUNT DUE: _____

645

SCCA/233 (1/2003)

C. RICHARD STEWART

Attorney at Law

October 15, 2014

MS Production Solutions
233 Beverly Road
Greenville, SC 29609
ATTN: Manfred Sprenger

Re: Crawford Metal Corp. v. MS Production Solutions, LLC
2012-CP-23-06523

Dear Mr. Sprenger:

Please find enclosed a filed copy of a Satisfaction of Judgment.

Sincerely,

Donnah Watson, Legal Secretary to
C. Richard Stewart

dkw

encs.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	2012-CP-23-06523
Crawford Metal Corp.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	SATISFACTION OF JUDGMENT
	)	
MS Production Solutions, LLC.,	)	
	)	
Defendants.	)	

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 OCT 9 PM 4 45

TO: THE HONORABLE PAUL B. WICKENSIMER, Clerk of Court, Greenville County

YOU WILL ARE HEREBY REQUESTED to cancel and mark satisfied the judgment held by Crawford Metal Corp., against MS Production Solutions, LLC, which is to be found at Judgment Roll Number 2012-CP-23-06523

C. Richard Stewart
Attorney for Plaintiff
11 Whitsett Street
Greenville, SC 29601
864-235-2019
SC Bar #5346

Greenville, SC
Oct. 7, 2014.

EXHIBIT 8

Cash deposits from house and remaining bank statements for 2015

First Citizens

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

SC08

10898
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	**5,158.17+**

Statement Period: December 13, 2014 Thru January 15, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	11,302.65+	Statement Period Days	34
1 Deposits	6,800.00+	Average Collected Balance	8,901.00+
2 Other Credits	1,354.28+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.08+	Total Interest Earned YTD	0.08+
6 Checks	4,032.41-	*For this statement period	
61 Other Debits	10,266.43-		
Monthly Service Charge	0.00		
Ending Balance	**5,158.17+**		

cash from house

Deposits To Your Account

Date	Description	Amount
12-29	Customer Deposit	6,800.00
	Total	6,800.00

Other Credits And Interest To Your Account

Date	Description	Amount
12-18	Mobile Check Deposit	279.28
01-05	Transfer Mobile Pcb 01-05 [redacted]	1,075.00
	Total	1,354.28
01-15	Interest	0.08

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1523	12-31	37.41	1525	12-26	2,000.00	1529*	01-08	500.00
1524	12-31	100.00	1527*	01-02	1,095.00	1532*	01-15	300.00

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

Other Debits From Your Account

Date	Description	Amount
12-15	Purchase Visa #1131 12-15 ATM Eh6Pa1 Seq # 19391 Bi-Lo Grocery # Simpsonville SC	55.05
12-15	FDR Debit Card Visa #1131 Eastbay 800-8262205 Wi	129.98
12-15	FDR Debit Card Visa #1131 Victoria's Secret Cata 800-888-1500 Oh	136.21
12-15	Charter Chkpayment 01520	187.06

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

Statement Period: December 13, 2014 Thru January 15, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
12-16	Purchase Visa #1131 12-16 ATM Eh6Pa1 Seq # 17864	152.09
	Wholefds Wdf 102 Greenville SC	33.74
12-17	Purchase Visa #1131 12-17 ATM 612813 Seq # 59169	
	Spinx #134 1301 Fairview RD Simpsonville SC	68.48
12-18	Purchase Visa #1131 12-18 ATM Eh6Pa1 Seq # 14057	
	Belk Simpsonvil Simpsonville SC	97.67
12-18	Purchase Visa #1131 12-18 ATM P06130 Seq # 1466	
	Publix 655 Fairview RD Simpsonville SC	25.65
12-19	Purchase Visa #1131 12-19 ATM 048404 Seq # 65986	
	Cost Plus Wld # 1125 Woodruff RD Greenville SC	75.41
12-19	FDR Debit Card Visa #1131 Personalization Mall 630-910-6000 Il	87.43
12-19	Purchase Visa #1131 12-19 ATM 461610 Seq # 0280	
	Off Broadway Sho Greenville SC	21.99
12-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	32.39
12-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	56.40
12-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	100.00
12-22	Kohl's Dept Strs Chg Pymt **********6382	87.93
12-23	FDR Debit Card Visa #1131 Ulta.Com 866-858-2266 Il	161.03
12-23	Purchase Visa #1131 12-23 ATM Eh6Pa1 Seq # 29195	
	Bi-Lo Grocery # Simpsonville SC	102.79
12-26	FDR Debit Card Visa #1131 Victoria's Secret Cata 800-888-1500 Oh	152.89
12-26	Purchase Visa #1131 12-26 ATM 991005 Seq # 70600	
	Costco Whse #10 1021 Woodruff RD Greenville SC	61.00
12-26	Transfer Mobile Pcb 12-26 [redacted]	61.00
12-26	Transfer Mobile Pcb 12-26 [redacted]	150.00
12-26	Transfer Mobile Pcb 12-25 [redacted]	35.34
12-29	Purchase Visa #1131 12-27 ATM 061452 Seq # 86601	
	The Home Depot 669 Fairview Roa Simpsonville SC	49.92
12-29	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	60.61
12-29	Purchase Visa #1131 12-28 ATM Eh6Pa1 Seq # 15882	
	Bi-Lo Grocery # Simpsonville SC	386.99
12-29	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	767.55
12-29	Purchase Visa #1131 12-29 ATM 002 Seq # 37901	
	Bmw Financialse Bmw Financialser Hilliard Oh	899.00
12-29	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	13.90
12-30	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	18.95
12-30	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	42.75
12-30	Purchase Visa #1131 12-30 ATM 302192 Seq # 17849	
	Cvs 02192 02192--698 Fair Simpsonville SC	87.43
12-30	Purchase Visa #1131 12-30 ATM 991005 Seq # 64379	
	Costco Whse #10 1021 Woodruff RD Greenville SC	400.00
12-30	Withdrawal 636 Fairview Roa Simpsonville SC X932 12-30 480534345809	9.34
12-31	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	39.99
12-31	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	11.66
01-02	FDR Debit Card Visa #1131 Victoria's Secret Cata 800-888-1500 Oh	25.68
01-02	Purchase Visa #1131 01-01 ATM 0000PO Seq # 1529	
	Honey House - R/ Savannah Ga	31.03
01-02	Purchase Visa #1131 01-02 ATM 061452 Seq # 34601	
	Nst The Home De 669 Fairview Roa Simpsonville SC	85.69
01-02	FDR Debit Card Visa #1131 River House Seafoo Savannah Ga	18.95
01-05	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	30.23
01-05	Purchase Visa #1131 01-04 ATM Eh6Pa1 Seq # 18209	
	Wholefds Wdf 102 Greenville SC	56.03
01-05	Purchase Visa #1131 01-04 ATM 991005 Seq # 64790	
	Costco Whse #10 1021 Woodruff RD Greenville SC	145.01
01-05	Purchase Visa #1131 01-03 ATM P06130 Seq # 1698	
	Publix 655 Fairview RD Simpsonville SC	263.94
01-05	Purchase Visa #1131 01-03 ATM 061451 Seq # 51701	
	The Home Depot 669 Fairview Roa Simpsonville SC	655.20
01-05	FDR Debit Card Visa #1131 Cotton Sail Hotel Savannah Ga	31.00
01-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	361.90
01-06	Duke Energy SE Web_pay **********0515	2,246.26
01-06	Wfhm Mortgage Checkpaymt 01526	9.34
01-07	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	13.11
01-07	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	65.63
01-08	Purchase Visa #1131 01-08 ATM 694751 Seq # 76344	
	Trader Joe's #75 Greenville SC	62.48
01-09	Purchase Visa #1131 01-09 ATM 897355 Seq # 23007	
	Aldi 66103 0623 3665 Vandora Spr Fort Mill SC	139.00
01-09	FDR Debit Card Visa #1131 Gtc Ce 864-250-8000 SC	279.30
01-09	Nationwide Mutua Checkpaymt 01530	

First Citizens

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

10898
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: December 13, 2014 Thru January 15, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
01-12	FDR Debit Card Visa #1131 Wm Ezpay 866-834-2080 Tx	87.67
01-12	Purchase Visa #1131 01-10 ATM P06130 Seq # 1357 Publix 655 Fairview RD Simpsonville SC	129.32
01-12	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	177.99
01-12	Charter Chkpayment 01528	187.06
01-13	Purchase Visa #1131 01-13 ATM 037786 Seq # 12976 Staples, Inc Greenville SC	182.63
01-15	Purchase Visa #1131 01-15 ATM 612813 Seq # 60244 Spinx #134 1301 Fairview RD Simpsonville SC	24.34
01-15	Purchase Visa #1131 01-15 ATM P06130 Seq # 1983 Publix 655 Fairview RD Simpsonville SC	98.02
	Total	10,266.43

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12-15	10,794.35+	12-26	7,545.74+	01-07	7,391.53+
12-16	10,642.26+	12-29	12,146.33+	01-08	6,825.90+
12-17	10,608.52+	12-30	11,583.30+	01-09	6,345.12+
12-18	10,721.65+	12-31	11,396.56+	01-12	5,763.08+
12-19	10,533.16+	01-02	10,147.50+	01-13	5,580.45+
12-22	10,322.38+	01-05	10,053.14+	01-15	5,158.17+
12-23	10,073.42+	01-06	7,413.98+		

Overdraft Protection

Account Number: 480534345809

Closing Date of Billing	**01-15-2015**	Average Daily Balance	0.00
Credit Line	1,000.00	*(Balance Subject to Interest Rate)*	
Previous Balance	0.00	Days In Period	34
0 Credits	0.00	Daily Periodic Rate	0.05754%
0 Advances	0.00	Available Credit	1,000.00
Total Fees	0.00		
Total Interest Charged	0.00	Due Date	00-00-0000
New Balance	**0.00**	**Minimum Payment Due**	**0.00**
		Annual Percentage Rate 21.00%	**Fixed**

First Citizens is redesigning loan statements. Beginning next month, your statement will have a new look. Also, if you have a line of credit linked to a deposit account as overdraft protection, you may begin to receive a separate statement for each account.

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

First Citizens

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

SC08

10958
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	**9,758.92+**

Statement Period: March 14, 2015 Thru April 14, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	**21,463.60+**	Statement Period Days	32
1 Deposits	5.00+	Average Collected Balance	16,356.00+
0 Other Credits	0.00	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.15+	Total Interest Earned YTD	0.67+
7 Checks	5,639.29-	*For this statement period	
33 Other Debits	6,070.54-		
Monthly Service Charge	0.00		
Ending Balance	**9,758.92+**		

Deposits To Your Account

Date	Description	Amount
04-13	Customer Deposit	5.00
	Total	5.00

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$.

Account No.	[redacted]
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	05-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: March 14, 2015 Thru April 14, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
04-14	Interest	0.15
	Total	0.15

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1433	03-20	1,500.00	1440*	04-03	1,095.00	646647*	04-13	692.00
1436*	04-02	500.00	1441	04-07	1,500.00			
1438*	04-03	34.82	1442	04-09	317.47			

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

Other Debits From Your Account

Date	Description	Amount
03-16	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	31.31
03-16	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	88.85
03-16	FDR Debit Card Visa #1131 Touring Sport Bmw Greenville SC	105.99
03-18	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	5.47
03-18	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	298.74
03-18	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	0.05
03-19	Purchase Visa #1131 03-19 ATM 612813 Seq # 66480 Spinx #134 1301 Fairview RD Simpsonville SC	29.44
03-20	FDR Debit Card Visa #1131 Amazon *mktplce Eu-De 800-854-7867 Lu	104.27
03-20	FDR Debit Card Visa Debit Foreign Transaction Fee Amazon *mktpl Lu	1.04
03-20	Transfer Mobile Pcb 03-20	250.00
03-23	Purchase Visa #1131 03-23 ATM 890769 Seq # 92187 Aldi 76097 0626 1771 Woodruff RD Greenville SC	103.42
03-23	Charter Chkpayment 01430	187.06
03-24	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	72.36
03-26	Transfer Mobile Pcb 03-26	55.00
03-26	Transfer Mobile Pcb 03-26	250.00
03-27	Purchase Visa #1131 03-27 ATM 291234 Seq # 20661 Quiktrip 1012 Woodruff RD Greenville SC	25.15
03-27	Purchase Visa #1131 03-27 ATM 991005 Seq # 80095 Costco Whse #10 1021 Woodruff RD Greenville SC	203.08
03-30	Purchase Visa #1131 03-28 ATM 291234 Seq # 27528 Quiktrip 1012 Woodruff RD Greenville SC	39.29
03-30	FDR Debit Card Visa #1131 Wm Ezpay 866-834-2080 Tx	84.76
03-31	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	19.99
03-31	Purchase Visa #1131 03-30 ATM 002 Seq # 70089 Bmw Financialse Bmw Financialser Hilllard Oh	767.55

First Citizens

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

10958
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: March 14, 2015 Thru April 14, 2015 Account Number : [redacted]

Other Debits From Your Account

Date	Description	Amount
03-31	Kohl's Dept Strs Chg Pymt **********6496	400.00
04-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
04-06	Wfhm Mortgage Checkpaymt 01439	2,246.26
04-07	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	20.94
04-07	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	31.00
04-07	Duke Energy SE Web_pay **********0515	288.04
04-07	Comenitycard Pay Check Pymt 1437	131.81
04-08	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	26.07
04-09	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	37.30
04-10	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	3.82
04-10	Purchase Visa #1131 04-10 ATM 890769 Seq # 57783 Aldi 76097 0626 1771 Woodruff RD Greenville SC	113.72
04-14	Purchase Visa #1131 04-14 ATM 612813 Seq # 8283 Spinx #134 1301 Fairview RD Simpsonville SC	29.81
	Total	6,070.54.

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
03-16	21,237.45+	03-27	18,152.37+	04-08	10,947.89+
03-18	20,933.19+	03-30	18,028.32+	04-09	10,593.12+
03-19	20,903.75+	03-31	16,840.78+	04-10	10,475.58+
03-20	19,048.44+	04-02	16,340.78+	04-13	9,788.58+
03-23	18,757.96+	04-03	15,192.01+	04-14	9,758.92+
03-24	18,685.60+	04-06	12,945.75+		
03-26	18,380.60+	04-07	10,973.96+		

Overdraft Protection

Loan Account Number : 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**04/14/2015**
		Days In The Billing Cycle Period	32
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**05/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

First Citizens

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

SC08

10928
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	1,477.89+

Statement Period: April 15, 2015 Thru May 14, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	9,758.92+	Statement Period Days	30
1 Deposits	1,600.00+	Average Collected Balance	5,547.00+
7 Other Credits	7,361.09+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.04+	Total Interest Earned YTD	0.71+
6 Checks	10,538.69-	*For this statement period	
36 Other Debits	6,703.47-		
Monthly Service Charge	0.00		
Ending Balance	1,477.89+		

Deposits To Your Account

Date	Description	Amount
05-11	Customer Deposit	1,600.00
	Total	1,600.00

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$.

Account No.	[redacted]
Payment Amount Due	0.00-
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	06-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: April 15, 2015 Thru May 14, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
04-20	Transfer Mobile Pcb 04-20 [redacted]	687.00
04-30	Transfer Mobile Pcb 04-30 [redacted]	4,000.00
05-04	Mobile Check Deposit	85.00
05-06	Mobile Check Deposit	1,312.64
05-08	Transfer Mobile Pcb 05-08 4	1,200.00
05-12	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	75.69
05-12	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.76
	Total	7,361.09
05-14	Interest	0.04

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1443	04-28	372.50	1446	04-28	8,779.00	1449*	05-05	139.74
1445*	04-15	67.45	1447	04-24	85.00	1450	05-05	1,095.00

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

Other Debits From Your Account

Date	Description	Amount
04-15	Transfer Mobile Pcb 04-15	150.00
04-17	Purchase Visa #1131 04-17 ATM 991005 Seq # 28929	119.35
	Costco Whse #10 1021 Woodruff RD Greenville SC	
04-20	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	51.67
04-20	Charter Chkpayment 01444	187.06
04-21	Purchase Visa #1131 04-21 ATM 061452 Seq # 30301	22.76
	Nst The Home De 669 Fairview Roa Simpsonville SC	
04-21	Purchase Visa #1131 04-21 ATM 061434 Seq # 34701	52.94
	The Home Depot 2490 North Pleas Greenville SC	
04-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	11.98
04-22	Purchase Visa #1131 04-21 ATM P06130 Seq # 1785	40.36
	Publix 655 Fairview RD Simpsonville SC	
04-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	68.98
04-23	Purchase Visa #1131 04-23 ATM 612813 Seq # 68991	30.72
	Spinx #134 1301 Fairview RD Simpsonville SC	
04-27	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 Ny	9.09
04-27	Purchase Visa #1131 04-27 ATM 061452 Seq # 17101	60.33
	The Home Depot 669 Fairview Roa Simpsonville SC	
04-30	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	76.98
05-01	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	42.09

First Citizens

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

10928
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: April 15, 2015 Thru May 14, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
		767.55
05-01	Purchase Visa #1131 05-01 ATM 002 Seq # 32927	
	Bmw Financialse Bmw Financialser Hilliard Oh	18.95
05-04	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	76.77
05-04	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	76.77
05-04	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	0.77
05-04	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.77
05-04	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	200.00
05-04	Transfer Mobile Pcb 05-04	49.08
05-05	Purchase Visa #1131 05-05 ATM 001 Seq # 84998	
	Lowe's #528 3958 Grandview D Simpsonville SC	100.00
05-05	Kohl's Dept Strs Chg Pymt **********2862	180.28
05-05	Comenitycard Pay Check Pymt 1448	31.00
05-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewclr 888-426-0491 In	76.79
05-06	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	145.97
05-06	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	222.44
05-07	Duke Energy SE Web_pay **********0615	30.52
05-08	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	600.00
05-08	Transfer Mobile Pcb 05-08	60.21
05-11	Purchase Visa #1131 05-11 ATM Eh6Pa1 Seq # 38061	
	Bi-Lo Grocery # Simpsonville SC	150.00
05-12	Transfer Mobile Pcb 05-12	2,246.26
05-12	Wfhm Mortgage Checkpaymt 01481	73.99
05-12	Charter Chkpayment 01482	605.30
05-12	Nationwide Mutua Checkpaymt 01483	65.74
05-14	Purchase Visa #1131 05-14 ATM 037786 Seq # 57183	
	Staples, Inc Greenville SC	
	Total	6,703.47

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-15	9,541.47+	04-27	9,488.23+	05-07	2,433.42+
04-17	9,422.12+	04-28	336.73+	05-08	3,002.90+
04-20	9,870.39+	04-30	4,259.75+	05-11	4,542.69+
04-21	9,794.69+	05-01	3,450.11+	05-12	1,543.59+
04-22	9,673.37+	05-04	3,161.08+	05-14	1,477.89+
04-23	9,642.65+	05-05	1,596.98+		
04-24	9,557.65+	05-06	2,655.86+		

Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**05/14/2015**
		Days In The Billing Cycle Period	30
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**06/09/2015**

Statement Period: April 15, 2015 Thru May 14, 2015 Account Number : [redacted]

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

First Citizens

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

10942
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance

Checking Balance	947.26+

Statement Period: July 15, 2015 Thru August 14, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	561.88+	Statement Period Days	31
1 Deposits	6,500.00+	Average Collected Balance	2,616.00+
1 Other Credits	1,335.69+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.03+	Total Interest Earned YTD	0.91+
4 Checks	2,327.02-	*For this statement period	
25 Other Debits	5,123.32-		
Monthly Service Charge	0.00		
Ending Balance	**947.26+**		

Deposits To Your Account

Date	Description	Amount
07-24	Customer Deposit	6,500.00
	Total	6,500.00

-look from Cash house

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

Name: PATRICIA R SPRENGER

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

CHECKLINE RESERVE PERSONAL

$.

Account No.	[redacted]
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	09-09-2015

DDA-LOC 500808003 . DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

Statement Period: July 15, 2015 Thru August 14, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
08-04	Mobile Check Deposit	1,335.69
	Total	1,335.69
08-14	Interest	0.03

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1503	07-30	215.36	1507*	07-31	266.78
1504	08-03	749.88	1508	08-04	1,095.00

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

Other Debits From Your Account

Date	Description	Amount
07-22	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	8.78
07-22	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	35.96
07-27	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	6.99
07-27	Purchase Visa #1131 07-25 ATM P06130 Seq # 1287 Publix 655 Fairview RD Simpsonville SC	85.44
07-27	Purchase Visa #1131 07-27 ATM P06130 Seq # 1243 Publix 655 Fairview RD Simpsonville SC	136.83
07-27	Transfer Mobile Pcb 07-24	300.00
07-28	Kohl's Dept Strs Chg Pymt **********2992	100.00
07-28	Duke Energy SE Web_pay **********2715	378.44
08-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
08-03	Purchase Visa #1131 08-02 ATM 002 Seq # 83566 Bmw Financialse Bmw Financialser Hilliard Oh	767.55
08-03	Wfhm Mortgage Checkpaymt 01505	2,246.26
08-03	Wfhm Mortgage Checkpaymt 01506	52.67
08-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.46
08-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	42.97
08-05	Purchase Visa #1131 08-05 ATM 302192 Seq # 15763 Cvs 02192 02192--698 Fair Simpsonville SC	96.67
08-05	Purchase Visa #1131 08-05 ATM 318700 Seq # 8649 Simpsonville T1 694 Fairview RD Simpsonville SC	148.38
08-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	10.93
08-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	31.00
08-06	Purchase Visa #1131 08-06 ATM 061452 Seq # 28601 The Home Depot 669 Fairview Roa Simpsonville SC	66.23
08-06	Purchase Visa #1131 08-06 ATM P06130 Seq # 1503 Publix 655 Fairview RD Simpsonville SC	136.72

First Citizens

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

10942
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: July 15, 2015 Thru August 14, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
08-07	Purchase Visa #1131 08-07 ATM 890769 Seq # 89246 Aldi 76097 0626 1771 Woodruff RD Greenville SC	80.08
08-10	Transfer Mobile Pcb 08-09 [redacted]	200.00
08-11	Charter Chkpayment 01509	74.53
08-12	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	19.99
08-13	Purchase Visa #1131 08-13 ATM Eh6Pa1 Seq # 25181 Chicos 01165 111 Commerce Ga	65.49
	Total	5,123.32

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-22	517.14+	08-03	1,691.99+	08-11	1,032.71+
07-24	7,017.14+	08-04	1,877.25+	08-12	1,012.72+
07-27	6,487.88+	08-05	1,632.20+	08-13	947.23+
07-28	6,009.44+	08-06	1,387.32+	08-14	947.26+
07-30	5,794.08+	08-07	1,307.24+		
07-31	5,527.30+	08-10	1,107.24+		

Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**08/14/2015**
Total Advances	0.00	Days In The Billing Cycle Period	31
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
New Balance	**0.00**	**Minimum Payment Due**	**0.00**
		Due Date	**09/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Days Rate In Effect	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	31	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

FirstCitizensBank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

47092
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
386

Your Account(s) At A Glance

Checking Balance	**448.13+**

Statement Period: September 5 , 2015 Thru September 15, 2015 Account Number : [redacted]

Premier Checking

Account Number : [redacted]

Enclosures In Statement: 0

Beginning Balance	**3,229.37+**	Statement Period Days	11
0 Deposits	0.00	Average Collected Balance	1,548.00+
1 Other Credits	300.00+	Annual Percentage Yield Earned*	0.02%
Interest Earned This Period	0.01+	Total Interest Earned YTD	0.94+
0 Checks	0.00	*For this statement period	
11 Other Debits	3,081.25-		
Monthly Service Charge	0.00		
Ending Balance	**448.13+**		

AS OF ENDING STATEMENT DATE YOUR INTEREST RATE WAS 0.01% AND YOUR ANNUAL PERCENTAGE YIELD WAS 0.01%.

Direct Customer Inquiry Calls To
FIRST CITIZENS DIRECT
Telephone Banking At 1-888-323-4732.

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$.

Account No.	[redacted]
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	10-09-2015

DDA-LOC 500801000 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500801000 480534345809

Statement Period: September 5 , 2015 Thru September 15, 2015 Account Number : [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
09-14	Transfer Mobile Pcb 09-13 480540362509	300.00
	Total	300.00
09-15	Interest	0.01

Other Debits From Your Account

Date	Description	Amount
09-08	Purchase Visa #1131 09-06 ATM 991005 Seq # 32908 Costco Whse #10 1021 Woodruff RD Greenville SC	268.87
09-09	POS Signature- Visa #1131 Gan*1120Grnvillenewcir 888-426-0491 In	28.02
09-09	Wfhm Mortgage Checkpaymt 01573	2,248.59
09-10	POS Signature- Visa #1131 Fountain Inn Natural G 864-8620042 SC	11.87
09-10	POS Signature- Visa #1131 Spk*spokeo Search 800-6994264 Ca	20.70
09-14	Purchase Visa #1131 09-14 ATM 612813 Seq # 44768 Spinx #134 1301 Fairview RD Simpsonville SC	20.18
09-14	Purchase Visa #1131 09-12 ATM 890769 Seq # 52573 Aldi 76097 0626 1771 Woodruff RD Greenville SC	122.39
09-14	Nationwide Mutua Checkpaymt 01574	158.60
09-15	POS Signature- Visa #1131 Amazon.com Amzn.Com/Bill Wa	7.52
09-15	POS Signature- Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	119.98
09-15	Charter Chkpayment 01575	74.53
	Total	3,081.25

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-08	2,960.50+	09-10	651.32+	09-15	448.13+
09-09	683.89+	09-14	650.15+		

FirstCitizensBank

Central Bank Operations - DAC02
P.O. Box 27131
Raleigh, NC 27611-7131

47092
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: September 5 , 2015 Thru September 15, 2015 Account Number: [redacted]

Checkline Reserve Personal

Loan Account Number : [redacted]

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**09/15/2015**
		Days In The Billing Cycle Period	32
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**10/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Days Rate In Effect	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	32	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for January 1, 2015 to January 31, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on January 1, 2015	$75,880.21
Deposits and other credits	139,729.34
Withdrawals and other debits	-5,242.34
Checks	-92,311.32
Service fees	-0.00
Ending balance on January 31, 2015	**$118,055.89**

# of deposits/credits: 2

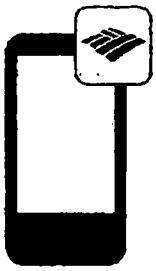
# of withdrawals/debits: 57

# of items-previous cycle[1]: 66

# of days in cycle: 31

Average ledger balance: $47,683.26

[1]*Includes checks paid,deposited items&other debits*



Our free Mobile Banking App lets you bank for your business on the go

Mobile Banking gives you convenient and secure access to your business accounts anytime, anywhere.

- Check balances
- Pay bills
- Locate ATMs or banking centers

Text BizApp to 226526 and download your free Mobile Banking App today.

Enrollment via Mobile app not available on all devices. Wireless fees may apply. For the text message, supported carriers include: Alltel, AT&T, Cellular One, T-Mobile, Virgin Mobile, US Cellular and Verizon Wireless. Text STOP to 226526 to cancel and text HELP to 226526 for help. Bank of America, N.A. Member FDIC. ©2014 Bank of America Corporation

ARESHUTN | AD-03-14.0284.B

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Accou[redacted] | January 1, 2015 to January 31, 2015

Deposits and other credits

Date	Description	Amount
01/26/15	Deposit	23,857.81
01/30/15	Deposit	115,871.53
Total deposits and other credits		**$139,729.34**

Withdrawals and other debits

Date	Description	Amount
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.64
01/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-149.60
01/07/15	IRS DES:USATAXPYMT ID:270540755183838 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-587.04
01/07/15	SC DEPT REVENUE DES:DEBIT ID:6776723-1 INDN:X CO ID:5576000286 CCD	-124.75
01/14/15	IRS DES:USATAXPYMT ID:270541465368824 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-669.80
01/14/15	SC DEPT REVENUE DES:DEBIT ID:6795017-1 INDN:X CO ID:5576000286 CCD	-141.11
01/21/15	IRS DES:USATAXPYMT ID:270542185357494 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-639.42
01/21/15	SC DEPT REVENUE DES:DEBIT ID:6833439-1 INDN:X CO ID:5576000286 CCD	-134.81
01/28/15	IRS DES:USATAXPYMT ID:270542825005093 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-670.72
01/28/15	SC DEPT REVENUE DES:DEBIT ID:6864376-1 INDN:X CO ID:5576000286 CCD	-141.07
Total withdrawals and other debits		**-$5,242.34**

We appreciate your business

To learn more about our other business products and services, please visit us at

bankofamerica.com/smallbusiness

ARNSFMML | AD-10-14-0543.B

666

Checks

Date	Check #	Amount
01/09/15	54340	-15,059.76
01/15/15	54342*	-128.00
01/09/15	54343	-40.00
01/12/15	54344	-1,670.97
01/16/15	54345	-1,245.31
01/12/15	54346	-5,500.00
01/15/15	54347	-18,842.07
01/13/15	54348	-1,041.73
01/13/15	54349	-378.08
01/20/15	54350	-1,415.00
01/26/15	54351	-40.00
01/26/15	54352	-28.51
01/26/15	54353	-978.00
01/27/15	54354	-962.00
01/23/15	54355	-21.32
01/23/15	54356	-333.40
01/28/15	54357	-379.35
01/28/15	54358	-2,000.00
01/26/15	54360*	-2,000.00
01/23/15	54361	-424.92
01/23/15	54362	-101.40
01/30/15	54363	-27,184.75
01/02/15	54621*	-299.00
01/05/15	54622	-596.12
01/02/15	54624*	-107.71
01/02/15	54625	-1,007.39
01/12/15	54626	-293.41
01/12/15	54627	-596.12
01/13/15	54628	-529.01
01/09/15	54630*	-1,007.37
01/20/15	54631	-299.00
01/20/15	54632	-596.12
01/21/15	54633	-529.01
01/20/15	54634	-301.36
01/16/15	54635	-1,007.39
01/28/15	54636	-340.31
01/27/15	54637	-982.63
01/26/15	54638	-396.45
01/26/15	54639	-596.12
01/26/15	54640	-529.01
01/23/15	54641	-273.47
01/23/15	54642	-1,007.37
01/30/15	54646*	-234.99
01/30/15	54647	-1,007.39
Total checks		**-$92,311.32**
Total # of checks		**44**

* *There is a gap in sequential check numbers*

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 12/31/14:

You are an active user of one of the following services		OR	At least one of the following occurred during the previous month		
◯	Bank of America Merchant Services		◯	$2,500+	in net new purchases on a linked Business credit card
◯	Payroll Service by Intuit®		✓	$15,000+	average monthly balance in primary checking account
◯	Small Business Remote Deposit Online Service		✓	$35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account [redacted] January 1, 2015 to January 31, 2015

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
01/01	75,880.21	01/13	44,908.13	01/23	16,797.85
01/02	74,466.11	01/14	44,097.22	01/26	36,087.57
01/05	71,736.37	01/15	25,127.15	01/27	34,142.94
01/07	71,024.58	01/16	22,874.45	01/28	30,611.49
01/09	54,917.45	01/20	20,262.97	01/30	118,055.89
01/12	46,856.95	01/21	18,959.73		

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for March 1, 2015 to March 31, 2015

Account numb[redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on March 1, 2015	$39,380.88
Deposits and other credits	130,896.07
Withdrawals and other debits	-12,358.70
Checks	-119,465.51
Service fees	-45.00
Ending balance on March 31, 2015	**$38,407.74**

# of deposits/credits: 6

# of withdrawals/debits: 76

# of items-previous cycle[1]: 54

# of days in cycle: 31

Average ledger balance: $40,502.87

[1]*Includes checks paid,deposited items&other debits*

Retirement could last longer than you might think

For 5 strategies to help you avoid outliving your savings, visit **merrilledge.com/5-strategies**

MERRILL EDGE
Bank of America Corporation

Investment products: Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value

Merrill Edge® is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center™ (investment guidance) and self-directed online investing. MLPF&S is a registered broker-dealer, member SIPC and a wholly owned subsidiary of Bank of America Corporation. Merrill Lynch, Merrill Edge, the Merrill Edge logo, and Merrill Edge Advisory Center are trademarks of Bank of America Corporation.
ARJB3CX9

669

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account [redacted] March 1, 2015 to March 31, 2015

Deposits and other credits

Date	Description	Amount
03/02/15	Deposit	12,857.40
03/04/15	Deposit	6,851.82
03/19/15	Deposit	16,273.15
03/20/15	Deposit	1,500.00
03/23/15	Deposit	91,913.70
03/31/15	Deposit	1,500.00
Total deposits and other credits		**$130,896.07**

Withdrawals and other debits

Date	Description	Amount
03/03/15	WIRE TYPE:INTL OUT DATE:150303 TIME:1159 ET TRN:2015030300218717 SERVICE REF:225506 BNF:MAKTEK STEEL SOLUTIONN PVT ID:602705500597 BNF BK:ICICI BANK LTD ID:INICIC0006027 PMT DET:GJR KM55YE Services	-3,000.00
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,362.22
03/04/15	IRS DES:USATAXPYMT ID:270546352128433 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-691.66
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
03/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
03/04/15	SC DEPT REVENUE DES:DEBIT ID:6970315-1 INDN:X CO ID:5576000286 CCD	-141.55
03/11/15	IRS DES:USATAXPYMT ID:270547093284862 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-536.14
03/11/15	SC DEPT REVENUE DES:DEBIT ID:6989444-1 INDN:X CO ID:5576000286 CCD	-117.50
03/18/15	IRS DES:USATAXPYMT ID:270547731892746 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-619.00

continued on the next page

Get easy access to business know-how

Visit our free online community at **bankofamerica.com/sbc.**

The Bank of America Small Business Community

- Get the latest insights on how fellow business owners run and grow their businesses
- Search our extensive library for business topics that interest you
- Connect with other business owners

Bank of America, N.A. Member FDIC ©2015 Bank of America Corporation
ARMLHYM | AD-11-14-0062.B

Withdrawals and other debits - continued

Date	Description	Amount
03/18/15	SC DEPT REVENUE DES:DEBIT ID:7015366-1 INDN:X CO ID:5576000286 CCD	-135.20
03/25/15	IRS DES:USATAXPYMT ID:270548490443809 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-619.04
03/25/15	SC DEPT REVENUE DES:DEBIT ID:7047101-1 INDN:X CO ID:5576000286 CCD	-135.20
03/30/15	PROG DIRECT INS DES:INS PREM ID:POL 43191563 INDN:MS Production Solution CO ID:9409348104 TEL	-1,032.68
Card account # XXXX XXXX XXXX 8614		
03/11/15	CHECKCARD 0310 SMF INC 864-2260470 SC 24183105069900011800039 CKCD 5051 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-400.00
03/25/15	CHECKCARD 0323 SAGINAW PIPE CO INC 000-0000000 AL 24254775083457321400014 CKCD 7399 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-2,783.52
Subtotal for card account # XXXX XXXX XXXX 8614		**-$3,183.52**
Total withdrawals and other debits		**-$12,358.70**

Checks

Date	Check #	Amount
03/02/15	54391	-1,505.00
03/04/15	54395*	-300.00
03/04/15	54397*	-381.28
03/02/15	54398	-108.36
03/02/15	54399	-450.15
03/03/15	54401*	-5,500.00
03/06/15	54402	-1,025.67
03/05/15	54403	-40.00
03/06/15	54404	-2,436.41
03/04/15	54405	-2,449.85
03/05/15	54406	-236.00
03/05/15	54407	-10,935.87
03/02/15	54408	-1,950.00
03/05/15	54409	-170.00
03/16/15	54410	-8,360.00
03/12/15	54413*	-28.27
03/23/15	54415*	-900.00
03/26/15	54416	-128.28
03/31/15	54417	-201.55
03/24/15	54418	-17,587.76
03/25/15	54419	-3,000.00
03/25/15	54421*	-792.00
03/30/15	54423*	-5,500.00
03/27/15	54424	-327.95
03/30/15	54426*	-4,000.00
03/30/15	54427	-421.33
03/30/15	54428	-101.40

Date	Check #	Amount
03/30/15	54429	-1,242.94
03/31/15	54430	-1,292.88
03/31/15	54431	-436.79
03/31/15	54433*	-278.58
03/26/15	54435*	-970.00
03/27/15	54438*	-31.71
03/30/15	54440*	-23,086.65
03/30/15	54441	-8,145.21
03/30/15	54443*	-660.00
03/30/15	54444	-2,450.00
03/30/15	54445	-145.94
03/02/15	54662*	-411.17
03/02/15	54663	-596.12
03/02/15	54664	-529.01
03/02/15	54666*	-454.95
03/09/15	54667	-198.26
03/09/15	54668	-596.12
03/10/15	54669	-529.01
03/06/15	54670	-1,007.39
03/16/15	54671	-420.28
03/16/15	54672	-596.12
03/17/15	54673	-529.01
03/13/15	54674	-1,007.39
03/23/15	54675	-420.28
03/23/15	54676	-596.12
03/23/15	54677	-529.01
03/20/15	54678	-1,007.37

continued on the next page

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account [redacted] March 1, 2015 to March 31, 2015

Checks - continued

Date	Check #	Amount
03/30/15	54679	-327.55
03/30/15	54680	-596.12
03/30/15	54681	-529.01
03/27/15	54682	-1,007.39
Total checks		**-$119,465.51**
Total # of checks		**58**

* *There is a gap in sequential check numbers*

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 02/27/15:

You are an active user of one of the following services		OR	At least one of the following occurred during the previous month	
○	Bank of America Merchant Services	○	$2,500+	In net new purchases on a linked Business credit card
○	Payroll Service by Intuit®	✓	$15,000+	average monthly balance in primary checking account
○	Small Business Remote Deposit Online Service	✓	$35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
03/03/15	Wire Transfer Fee	-45.00
Total service fees		**-$45.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
03/01	39,380.88	03/11	20,200.42	03/23	114,739.22
03/02	46,233.52	03/12	20,172.15	03/24	97,151.46
03/03	37,688.52	03/13	19,164.76	03/25	89,821.70
03/04	38,428.79	03/16	9,788.36	03/26	88,723.42
03/05	27,046.92	03/17	9,259.35	03/27	87,356.37
03/06	22,577.45	03/18	8,505.15	03/30	39,117.54
03/09	21,783.07	03/19	24,778.30	03/31	38,407.74
03/10	21,254.06	03/20	25,270.93		

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for April 1, 2015 to April 30, 2015

Account number [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on April 1, 2015	$38,407.74
Deposits and other credits	30,840.00
Withdrawals and other debits	-6,119.12
Checks	-61,593.70
Service fees	-0.00
Ending balance on April 30, 2015	**$1,534.92**

# of deposits/credits: 3

# of withdrawals/debits: 64

# of items-previous cycle[1]: 64

# of days in cycle: 30

Average ledger balance: $17,497.92

[1]*Includes checks paid,deposited items&other debits*

Learn to tap the power of social media

Marketing through social media can work in ways traditional marketing can't. Check out our **Social Media Infographic** at the Bank of America Small Business Community to learn more about Facebook, Twitter, Pinterest, Instagram and LinkedIn.

Visit **bankofamerica.com/sbc.**

Bank of America and the Bank of America logo are registered trademarks of the Bank of America Corporation. All other trademarks are the property of their respective owners. Bank of America N.A. Member FDIC. ©2015 Bank of America Corporation. ARCLYQGK | SSM-12-14-0219.B

673

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account [redacted] April 1, 2015 to April 30, 2015

Deposits and other credits

Date	Description	Amount
04/16/15	Deposit	21,600.00
04/22/15	Deposit	3,300.00
04/23/15	Deposit	5,940.00
Total deposits and other credits		**$30,840.00**

Withdrawals and other debits

Date	Description	Amount
04/01/15	IRS DES:USATAXPYMT ID:270549195063311 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-580.12
04/01/15	AUTO-OWNERS DES:INS. PREM ID:OTXXXXXXXXX INDN:223012111036 CO ID:1380315280 TEL	-156.34
04/01/15	SC DEPT REVENUE DES:DEBIT ID:7063819-1 INDN:X CO ID:5576000286 CCD	-126.87
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
04/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
04/08/15	IRS DES:USATAXPYMT ID:270549805113025 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-619.04
04/08/15	SC DEPT REVENUE DES:DEBIT ID:7092681-1 INDN:X CO ID:5576000286 CCD	-135.20
04/15/15	IRS DES:USATAXPYMT ID:270550562052496 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-604.02
04/15/15	SC DEPT REVENUE DES:DEBIT ID:7107397-1 INDN:X CO ID:5576000286 CCD	-131.78

continued on the next page

You've helped make America what it is

Celebrate National Small Business Week. During the entire month of May, we'll be honoring America's 23 million small businesses. Check out the following at **bankofamerica.com/sbc**:

- **Our Small Business Owner Report**—read about small business issues and perspectives
- **Bank of America Small Business Community**—share insights with other business owners

ARGG7Q4M | SSM-12-14-0249.B

Withdrawals and other debits - continued

Date	Description	Amount
04/22/15	IRS DES:USATAXPYMT ID:270551225656644 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-582.02
04/22/15	SC DEPT REVENUE DES:DEBIT ID:7154218-1 INDN:X CO ID:5576000286 CCD	-127.24
04/29/15	IRS DES:USATAXPYMT ID:270551983353167 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-735.96
04/29/15	SC DEPT REVENUE DES:DEBIT ID:7189272-1 INDN:X CO ID:5576000286 CCD	-173.32
Total withdrawals and other debits		**-$6,119.12**

Checks

Date	Check #	Amount
04/20/15	54400	-1,000.00
04/02/15	54420*	-206.92
04/01/15	54425*	-380.79
04/03/15	54432*	-124.00
04/02/15	54434*	-1,245.31
04/02/15	54436*	-210.40
04/01/15	54437	-977.00
04/01/15	54439*	-1,417.60
04/01/15	54442*	-46.11
04/20/15	54446*	-1,000.00
04/13/15	54449*	-20,900.00
04/07/15	54450	-500.00
04/09/15	54452*	-360.00
04/21/15	54454*	-500.00
04/20/15	54455	-13,302.58
04/29/15	54456	-15.37
04/30/15	54458*	-1,000.00
04/28/15	54459	-156.33
04/24/15	54461*	-1,000.00
04/21/15	54462	-390.79
04/27/15	54463	-341.78
04/20/15	54464	-71.87
04/24/15	54465	-100.00
04/24/15	54466	-40.00
04/23/15	54467	-42.75
04/20/15	54468	-259.58
04/21/15	54469	-1,648.75
04/21/15	54470	-58.55
04/27/15	54471	-499.18
04/27/15	54472	-101.48
04/03/15	54683*	-420.28
04/03/15	54684	-596.12
04/06/15	54685	-529.01
04/03/15	54686	-1,007.37
04/13/15	54687	-382.69
04/13/15	54688	-596.12
04/21/15	54689	-529.01
04/10/15	54690	-1,007.39
04/20/15	54691	-331.58
04/20/15	54692	-596.12
04/21/15	54693	-529.01
04/17/15	54694	-1,007.39
04/28/15	54695	-3,091.77
04/27/15	54696	-411.19
04/27/15	54697	-596.12
04/28/15	54698	-529.01
04/24/15	54699	-1,007.37
04/27/15	54700	-529.01
Total checks		**-$61,593.70**
Total # of checks		**48**

* *There is a gap in sequential check numbers*

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account [redacted] April 1, 2015 to April 30, 2015

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 03/31/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month	
○ Bank of America Merchant Services		○ $2,500+	in net new purchases on a linked Business credit card
○ Payroll Service by Intuit®		✓ $15,000+	average monthly balance in primary checking account
○ Small Business Remote Deposit Online Service		✓ $35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
04/01	34,722.91	04/10	25,614.66	04/22	5,965.56
04/02	33,060.28	04/13	3,735.85	04/23	11,862.81
04/03	30,912.51	04/15	3,000.05	04/24	9,715.44
04/06	28,236.29	04/16	24,600.05	04/27	7,236.68
04/07	27,736.29	04/17	23,592.66	04/28	3,459.57
04/08	26,982.05	04/20	7,030.93	04/29	2,534.92
04/09	26,622.05	04/21	3,374.82	04/30	1,534.92

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account [redacted] May 1, 2015 to May 31, 2015

Deposits and other credits

Date	Description	Amount
05/04/15	Deposit	11,837.90
05/05/15	Deposit	21,772.80
05/21/15	Counter Credit	94,100.43
05/27/15	Deposit	51,702.50
05/29/15	Deposit	7,627.02
Total deposits and other credits		**$187,040.65**

Withdrawals and other debits

Date	Description	Amount
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
05/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
05/06/15	IRS DES:USATAXPYMT ID:270552664321329 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-671.64
05/06/15	SC DEPT REVENUE DES:DEBIT ID:7222623-1 INDN:X CO ID:5576000286 CCD	-159.05
05/13/15	IRS DES:USATAXPYMT ID:270553315148523 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-483.54
05/13/15	SC DEPT REVENUE DES:DEBIT ID:7241328-1 INDN:X CO ID:5576000286 CCD	-117.32
05/20/15	IRS DES:USATAXPYMT ID:270554054869093 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-496.50
05/20/15	SC DEPT REVENUE DES:DEBIT ID:7269265-1 INDN:X CO ID:5576000286 CCD	-120.33
05/27/15	IRS DES:USATAXPYMT ID:270554781587688 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-463.58
05/27/15	SC DEPT REVENUE DES:DEBIT ID:7296432-1 INDN:X CO ID:5576000286 CCD	-113.23

continued on the next page

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint®

Visit vistaprint.com and enter BOFA500 at checkout.

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

Withdrawals and other debits - continued

Date	Description	Amount
Card account # XXXX XXXX XXXX 8614		
05/29/15	CHECKCARD 0527 SAGINAW PIPE CO INC 000-0000000 AL 24254775148457321400025 CKCD 7399 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,542.00
Subtotal for card account # XXXX XXXX XXXX 8614		**-$3,542.00**
Total withdrawals and other debits		**-$8,314.40**

Checks

Date	Check #	Amount
05/01/15	54457	-377.45
05/04/15	54473*	-336.58
05/14/15	54474	-144.39
05/13/15	54475	-40.80
05/08/15	54476	-1,195.05
05/11/15	54477	-956.00
05/11/15	54478	-51.50
05/07/15	54479	-4,293.57
05/13/15	54480	-251.98
05/11/15	54481	-5,500.00
05/06/15	54482	-80.00
05/15/15	54483	-1,432.00
05/28/15	54484	-739.00
05/26/15	54485	-437.95
05/26/15	54486	-1,000.00
05/26/15	54487	-123.45
05/29/15	54501*	-3,503.95
05/29/15	54514*	-295.76
05/29/15	54515	-33,214.68
05/29/15	54521*	-1,700.60
05/04/15	54701*	-241.35
05/04/15	54702	-596.12
05/04/15	54703	-529.01
05/01/15	54704	-1,007.39
05/04/15	54705	-529.01
05/11/15	54706	-387.27
05/11/15	54707	-596.12
05/12/15	54708	-529.01
05/11/15	54709	-529.01
05/18/15	54710	-380.28
05/18/15	54711	-596.12
05/19/15	54712	-529.01
05/18/15	54713	-529.01
05/27/15	54714*	-301.34
05/26/15	54715*	-596.12
05/27/15	54716	-529.01
05/27/15	54717	-529.01
Total checks		**-$64,608.90**
Total # of checks		**37**

* *There is a gap in sequential check numbers*

Bank of America

Your checking account

S PRODUCTION SOLUTION, LLC | Acco[redacted]y 1, 2015 to May 31, 2015

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 04/30/15:

You are an active user of one of the following services		OR	At least one of the following occurred during the previous month	
◯	Bank of America Merchant Services	◯	$2,500+	In net new purchases on a linked Business credit card
◯	Payroll Service by Intuit®	✓	$15,000+	average monthly balance in primary checking account
◯	Small Business Remote Deposit Online Service	◯	$35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
05/01	150.08	05/12	14,433.28	05/20	9,312.00
05/04	7,608.70	05/13	13,539.64	05/21	103,412.43
05/05	29,381.50	05/14	13,395.25	05/26	101,254.91
05/06	28,470.81	05/15	11,963.25	05/27	151,021.24
05/07	24,177.24	05/18	10,457.84	05/28	150,282.24
05/08	22,982.19	05/19	9,928.83	05/29	115,652.27
05/11	14,962.29				

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

EXHIBIT 9

Loan to SBA

Pg. 3 -Pledged revenues and profits

Pg. 4 -Pledged purchase orders

-Pledged money to be received from any contracts of sale

Pg. 7 -Pledged deposits if a default

Pg. 32 -SBA pledge

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by **MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company -and- MANFRED SPRENGER and spouse, PATRICIA SPRENGER** ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of **SMALL BUSINESS LOAN SOURCE LLC, a Nevada Limited Liability Company**, its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS:

(A) Mortgagee has agreed to loan to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars ($1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). **The loan is made under SBA Loan No. PLP 263-273-5006. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.**

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the **State of South Carolina** and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth, together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of South Carolina.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on **Exhibit "B"** attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;

d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. **Payment of Taxes and Assessments.** Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on Exhibit "C" attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to time reasonably require. Unless Mortgagor provides Mortgagee evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

b. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Mortgagee and such separate insurance is otherwise acceptable to Mortgagee.

c. In the event of loss, Mortgagor shall give prompt notice thereof to Mortgagee, who, if such loss exceeds the lesser of ten percent (10%) of the Indebtedness or Five Hundred Thousand and No/100 Dollars ($500,000.00) ("Threshold") shall have the sole, and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding sentence are not satisfied, then Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and (iii) Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, then Mortgagee shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Mortgagee pursuant to the terms of this paragraph, after the payment of all of Mortgagee's expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon Mortgagee may declare the whole of the balance of Indebtedness, plus any Prepayment Premium/Exit Fee/Make Whole Costs (as defined in the Note, if any) to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subparagraph d below; provided, however, that Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subparagraph d below, if (i) after giving effect to any Leases which have been or could be terminated, the Debt Service Ratio described in Paragraph 37 below shall be satisfied, (i) Mortgagee has received satisfactory evidence that such restoration or

repair shall be completed no later than the date that is six (6) months prior to the Maturity Date, and (iii) no Event of Default, or event that, with the passage of time, the giving of notice or both would constitute an Event of Default, then exists. If insurance proceeds are made available to Mortgagor by Mortgagee as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Note shall be subject to the Prepayment Premium/Exit Fee/Make Whole Costs described in the Note, if any. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

d. If insurance proceeds are made available by Mortgagee to Mortgagor, Mortgagor shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph c above (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be satisfied as to the following:

(a) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(b) either such Improvements have been fully restored or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(c) prior to each disbursement of any such proceeds, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with

the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking Mortgagee may declare the whole of the balance of the Indebtedness, plus any Make Whole Costs, Prepayment Premium or Exit Fee to be due and payable. Notwithstanding the provisions of this paragraph to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Mortgagor, and Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Note or any of the other Loan Documents, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor further agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. **Lease Assignment.** Mortgagor acknowledges that, concurrently herewith, Mortgagor has executed and delivered to Mortgagee, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "Assignment") pursuant to

which Mortgagor has assigned to Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Mortgagor agrees to abide by all of the provisions of the Assignment. Regardless of the existence of a separate Assignment, Mortgagor hereby assigns to Mortgagee all right, title and interest in and to all rents, income, reimbursements, fees, deposits and other sums payable under any leaseholds affecting the property to the greatest extent permitted under Applicable Law.

10. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

11. **Effect of Changes in Laws Regarding Taxation.** If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then Mortgagor, upon demand by Mortgagee, shall pay such Taxes or charges, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. **Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.** If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Note) then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection

with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Loan, be used directly or indirectly to payoff, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. **Security Agreement.** Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code) (which property is herein referred to as the "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

c. The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

d. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at anytime, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request Mortgagor further ratified and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;

ii. Mortgagor's/Borrower's executive office is located in the State of South Carolina;

iii. Mortgagor's/Borrower's state of formation is the State of South Carolina ;

iv. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and

v. Mortgagor's/Borrower's organizational identification number is 20-8906600.

k. Mortgagor agrees that:

i. Where Collateral is in the possession of a third party, Mortgagor will join with Mortgagee in notifying the third party of Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

ii. Mortgagor will cooperate with Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

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

14. Restrictions on Transfer.

a. Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

i. The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereto such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

ii. Any shares of capital stock of a corporate Mortgagor, a corporation which is a general partner or managing member/manager in a partnership or

limited liability company Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

iii. All or any part of the managing member or manager interest, as the case may be, in a limited liability company Mortgagor or a limited liability company which is a general partner of a partnership Mortgagor;

iv. All or any part of the general partner or joint venture interest, as the case may be, of a partnership Mortgagor or a partnership which is a manager of a limited liability company Mortgagor or the conversion of a partnership Mortgagor to a corporation or limited liability company; or

v. If there shall be any change in control (by way of transfers of stock, partnership or member interests or otherwise) in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor or Guarantor (as defined in the Note) and/or owns a controlling interest in Mortgagor or Guarantor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 14 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases permitted by the terms of the Loan Documents, if any.

b. In determining whether or not to make the Loan, Mortgagee evaluated the background and experience of Mortgagor and its partners/members/officers in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and its partners/members/officers are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary junior financing

placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph 14 is deemed a restraint on alienation, that it is a reasonable one.

15. Single Asset Entity. If Mortgagor is a single asset entity at the time of execution hereof, Mortgagor shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Premises, or become a shareholder of or a member or partner in any entity which acquires any property other than the Premises, until such time as the Indebtedness has been fully repaid. Mortgagor's articles of incorporation, partnership agreement or operating agreement, as applicable, shall limit its purpose to the acquisition, operation, management and disposition of the Premises, and such purposes shall not be amended without the prior written consent of Mortgagee. Mortgagor covenants:

a. To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

b. To conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;

c. To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, and observe all organizational formalities;

d. Not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

e. Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

f. Not to enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Mortgagor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and

substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate;

g. Neither Mortgagor nor any constituent party of Mortgagor will seek the dissolution or winding up, in whole or in part, of Mortgagor, nor will Mortgagor merge with or be consolidated into any other entity;

h. Mortgagor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Mortgagor, Affiliate, any guarantor of the Note or any other person;

i. Mortgagor now has and will hereafter have no debts or obligations other than normal accounts payable in the ordinary course of business, this Mortgage, and the Loan; and any other indebtedness or other obligation of Mortgagor has been paid in full prior to or through application of proceeds from the funding of the Loan.

16. **Events of Default; Acceleration.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Lender under the Note, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof.

b. Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents, subject to any notice provisions contained in the Note;

c. the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagee by Mortgagor or any guarantor of the Note as of the date given;

d. Mortgagor or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor or any guarantor of the Note or any of the Premises or all or a substantial part of the assets of Mortgagor or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty

(30) days;

e. the commencement of any involuntary petition in bankruptcy against Mortgagor or any guarantor of the Note or the institution against Mortgagor or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any guarantor of the Note which shall remain undismissed or undischarged for a period of sixty (60) days;

f. the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note;

g. the occurrence of a Prohibited Transfer; or

h. the occurrence of an "Event of Default" under the Note or any of the other Loan Documents.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

17. **Foreclosure; Expense of Litigation.**

a. When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with South Carolina law.

b. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage,

the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

18. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with South Carolina Law, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with South Carolina Law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Mortgagee's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

a. cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

b. subject to the rights of tenants, elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

c. extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

d. make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

e. use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereupon;

f. exercise all rights and powers of Mortgagor with respect to the Premises, whether in the name of Mortgagor or otherwise;

g. insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and

h. receive all of such avails, rents, issues and profits.

21. **Application or Income Received by Mortgagee.** Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

b. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

700

c. to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

22. **Additional South Carolina Remedies; Compliance with South Carolina Law.** Mortgagee shall have the following rights and remedies, which shall be in addition to, and not in limitation of, any other rights and remedies contained in this Mortgage.

a. Mortgagee may institute proceedings to foreclose this Mortgage, in which case the Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

b. With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, Mortgagee may institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due;

c. Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any of the other Loan Documents;

d. Mortgagee may recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage;

e. Mortgagee may pursue such other rights and remedies as may then be available at law and in equity. To the extent permitted presently or in the future by South Carolina laws, Mortgagee may institute a proceeding or proceedings, judicial or nonjudicial, by advertisement or otherwise, for the complete or partial foreclosure of this Mortgage or the complete or partial sale of the Premises under a power of sale, which power is hereby granted to Mortgagee;

f. In the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien on the remaining portion of the Premises;

g. Upon the completion of any sale or sales made under or by virtue of this Mortgage, an officer of any court or other authorized person empowered to do so shall execute and deliver to the purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Such officer or other authorized person is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold, and for that purpose, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that such officer

or other authorized person shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Mortgage pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

h. Upon any sale made under or by virtue of this Mortgage, pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom, to the extent allowed by applicable law, the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage;

i. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before;

j. Mortgagee may release, regardless of consideration and without the necessity, for any notice to or a consent by any person or entity, any part of the Premises without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by this Mortgage or the other Loan Documents or their stature as a first and prior lien and security interests in and to the Premises. For payment of the Indebtedness, Mortgagee may resort to any security in such order and manner as Mortgagee may elect;

k. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee incurred in connection with the enforcement of any obligations of Mortgagor hereunder or in any of the other Loan Documents, whether incurred before or after any decree or judgment of foreclosure, shall be added to the Indebtedness and/or by the judgment of foreclosure;

l. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 19 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under South Carolina law in the absence of said provision. Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in South Carolina Law to the full extent permitted by law;

m. If any provision in this Mortgage shall be inconsistent with any provision of South Carolina law, provisions of South Carolina law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with South Carolina law.

23. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

24. Mortgagee's Right of Inspection. Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

25. Release Upon Payment and Discharge of Mortgagor's Obligations. Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

26. Notices. Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier addressed in each case as follows:

To Mortgagee:

Small Business Loan Source LLC
9801 Westheimer, Suite 1100
Houston, Texas 77042
Attention: Ms. Threasa Horton

With a copy to:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

To Mortgagor:

MS PRODUCTION SOLUTIONS LLC
Manfred Sprenger and Patricia Sprenger
233 Beverly Road
Greenville, SC 29609

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

27. Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

a. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by South Carolina law;

b. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

c. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

28. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and

any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

a. Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

b. Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called "Lien Amount") of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

c. Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

d. Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and at any amount expended by Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

29. Expenses Relating to Note and Mortgage.

a. Mortgagor will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration and recording fees and taxes, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise

705

taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:

i. May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

ii. May make preparations following the occurrence of (an Event of Default hereunder for the commencement of any suit for the foreclosure hereof), which may or may not be actually commenced;

iii. May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

iv. May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

v. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

vi. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.

b. All expenses, charges, costs and fees described in this Paragraph 29 shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

30. **Financial Statements.** Mortgagor represents and warrants that the financial statements for Mortgagor and the Premises previously submitted to Mortgagee are true complete and correct in all material respects, disclose all actual and contingent liabilities of Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Mortgagor or the Premises from the dates of said financial

statements until the date hereof. Mortgagor shall furnish to Mortgagee such financial information regarding Mortgagor, its constituent partners or members, as the case may be, the Premises and any guarantor of the Note as Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) semi-annual financial statements for the Premises including a balance sheet, statement of income and rent roll for the Premises (if applicable), no later than thirty (30) days after the end of each calendar quarter of each year, all in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, and (ii) annual reviewed financial statements for Mortgagor and the Premises and annual financial statements for any guarantor of the Note certified by such guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, together with an unqualified accountant's opinion in a form satisfactory to Mortgagee and an operating budget for the Premises for the next year. Such statements shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 37 below) for the quarter to which they apply and shall be certified by Mortgagor.

31. **Statement of Indebtedness.** Mortgagor, within seven days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. **Further Instruments.** Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. **Additional Indebtedness Secured.** All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

34. **Indemnity.** Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the

707

ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

35. **Subordination of Property Manager's Lien.** Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

36. **Compliance with Environmental Laws.** Mortgagor acknowledges that concurrently herewith Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement (the "Indemnity") pursuant to which Mortgagor and Guarantor (as defined in the Note) have fully indemnified Mortgagee for certain environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of Mortgagor thereunder. Mortgagor agrees to abide by all of the provisions of the Indemnity.

37. **Miscellaneous.**

a. **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

b. **Invalidity of Provisions; Governing Law.** In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or

applications thereof, shall not be affected thereby and shall remain in full force and effect This Mortgage is to be construed in accordance with and governed by the laws of the State of South Carolina.

c. **Municipal Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

d. **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

e. **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

f. **Mortgagee In Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

g. **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

h. **Time of the Essence.** Time is of the essence of the payment by

Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

i. **No Merger.** The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

j. **Maximum Indebtedness.** Notwithstanding anything contained herein to the contrary, the total amount of the Indebtedness secured hereby represented by the Note may increase or decrease from time to time, but at no time shall the total principal amount of the Indebtedness represented by the Note secured hereby exceed the maximum secured amount of One Million Four Hundred Fifty-Seven Thousand and NO/100 Dollars ($1,457,000.00), which shall be the last dollar of principal Indebtedness paid. The foregoing dollar limitation shall apply only to principal and shall not apply to the other portions of the Indebtedness, including, but not limited to, interest and sums expended or incurred for the protection of security or for the enforcement of rights and remedies. In no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

k. **Consent to Jurisdiction.** TO INDUCE MORTGAGEE TO ACCEPT THE NOTE, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN SOUTH CAROLINA. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SOUTH CAROLINA, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

l. **Waiver of Jury Trial.** MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

m. **Complete Agreement.** This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

n. **Intentionally Deleted.**

o. **Foreclosure by Power of Sale.** If permitted under the laws of the State where the property is situated, Borrower/Mortgagor hereby grants to Mortgagee the right to foreclose this Mortgage by power of sale pursuant to applicable law. If Lender elects to foreclose by power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other person entitled to notice pursuant to applicable law.

p. **Waiver of Appraisement.** In any judicial action to foreclose this Mortgage, appraisement of the Mortgaged Property is hereby waived, or not waived, at Lender's option, which option shall be exercised at the time a written judgment is signed by the court, or at any time prior thereto. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Mortgaged Property is used as a dwelling place as defined in Sec. 12-37-250 of the South Carolina Code.

38. **SBA Loan.** This provision shall apply if the loan secured hereby is guaranteed, in whole or in part, by the United States Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using

these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

39. No Claim of Credit for Taxes. Mortgagor will not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the Premises by reason of this Mortgage.

40. HOMESTEAD WAIVER. Mortgagor/Borrower waives all rights of homestead exemption in the Mortgaged Property to the extent allowed by Applicable Law.

41. Adjustable Rate Loan. The Note secured hereby contains provisions for an adjustable interest rate as more fully set forth in said Note and incorporated herein for all purposes.

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

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

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

EXECUTED on the date first written above.

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

By: _____
Manfred Sprenger, Sole Member/Manager

MANFRED SPRENGER

P. Sprenger
PATRICIA SPRENGER

Witnessed:

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **MANFRED SPRENGER, Individually and as Sole Member/Manager of MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company,** who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

Notary Public for SC
My Comm Exp 5/03/11

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **PATRICIA SPRENGER**, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

Notary Public for SC
My Comm Exp 5/03/11

After Recordation, return to:

McCrary & Clark, LLP
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

EXHIBIT "A"

(Legal Description)

TRACT ONE:

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.50 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 45W at Page 12, reference to said plat being craved for a complete metes and bound description.

DERIVATION: This being the same property conveyed to D&T Steel, LLC by deed of Eugene Szabo Steel Fabricators, Inc., dated April 4, 2003, and recorded in the Greenville County Register of Deeds Office on April 9, 2003, in Deed Book 2003, at Page 1582.

LESS HOWEVER that property shown on Exhibit B.

TRACT TWO:

ALL that certain piece, parcel or lot of land lying, being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being known and designated as Lot 100, Section 18, of Tega Cay, and being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Walkwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 609, in the Office of the Clerk of Court for Your County, South Carolina, reference to said plat being craved for a complete metes and bounds description.

ALSO ALL that certain piece, parcel or lot of land lying , being and situate in the City of Tega Cay, Fort Mill Township, York County, South Carolina, being shown and designated as Lot A of Section 18, being more particularly described as "The Property of Manfred Sprenger & Wife, Patricia" on survey drawn by A. Alan Walkwork, SCRLS, dated October 19, 1994, and recorded in Plat Book 125, at Page 610, in the Office of the Clerk of Court for Yourk County, South Caolina, reference to said plat being craved for a complete metes and bound description.

EXHIBIT 10

Operating Agreement

OPERATING AGREEMENT

FOR

MS Production Solutions LLC

A MEMBER-MANAGED LIMITED LIABILITY COMPANY

I. Preliminary Provisions

(1) Effective Date: This operating agreement of MS Production Solutions LLC, effective as of the last date of signing shown at the end of the agreement, is adopted by the members whose signatures appear at the end of this agreement.

(2) Formation: This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of South Carolina on 04/20/2007. A copy of this organizational document has been placed in the LLC's records book.

(3) Name: The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) Registered Office and Agent: The registered office of this LLC and the registered agent at this address are as follows:

Manfred Sprenger
16100 Heron Run Dr.
Tega CAy, South Carolina 29708
in the county of

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) Business Purposes: The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

High Technology Production Solutions

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) Duration of LLC: The duration of this LLC shall be Perpetual.
Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. Membership Provisions

(1) Nonliability of Members: No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) Reimbursement for Organizational Costs: Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members.

(4) Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the nonattending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. Tax and Financial Provisions

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. If this LLC is a single-member LLC, it will be initially classified as a disregarded entity. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be the end of (calendar year or fiscal year). The LLC shall use the DSH (cash or accrual) method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. Capital Provisions

(1) Capital Contributions by Members: Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by December 31, 2007. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

Member Name	Description of Member's Contribution	Fair Market Value	Percentage Interest in LLC
Manfred Sprenger	Cash	$1,000.00	100%
Pius Sprenger	Cash		

(2) Additional Contributions by Members: The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) Failure to Make Contributions: If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) No Interest on Capital Contributions: No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) Capital Account Bookkeeping: A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) Consent to Capital Contribution Withdrawals and Distributions: Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) Allocations of Profits and Losses: No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) Allocation and Distribution of Cash to Members: Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by all of the members.

(9) Allocation of Noncash Distributions: If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) Allocation and Distribution of Liquidation Proceeds: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. Membership Withdrawal and Transfer Provisions

(1) Withdrawal of Members: A member may withdraw from this LLC by giving written notice to all other members at least 30 (thirty) days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLC unless all nontransferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. Dissolution Provisions

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger a dissolution of the LLC, except as provided:

(a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 30 (thirty) days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;

(b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;

(c) the written agreement of all members to dissolve the LLC;

(d) entry of a decree of dissolution of the LLC under state law.

VII. General Provisions

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction,

the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request.

All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. Signatures of Members and Spouses

(1) Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

(2) Consent of Spouses: The undersigned are spouses of members of this LLC who have signed this operating agreement in the preceding provision. These spouses have read this agreement and agree to be bound by its terms in any matter in which they have a financial interest, including restrictions on the transfer of memberships and the terms under which memberships in this LLC may be sold or otherwise transferred.

Member	Spouse (write "NONE" if No Spouse)
[redacted], Member 05/01/07 Date	Date
, Member Date	Date
, Member Date	Date
, Member Date	Date

IX. SUPERSEDURE OF CONTRARY STATE LAW

This Operating Agreement is intended for use by Limited Liability Companies in many states. It is the intention of the members that to the extent this agreement is contrary to the laws of the state in which its Articles of Organization have been filed, that the laws of that state, to the extent they are contrary to the provisions set forth herein, shall be controlling, and remaining, non-inconsistent provisions shall survive.

EXHIBIT 11

Personal Guarantee

NOTICE TO GUARANTOR

RE: **Loan by Lender, Small Business Loan Source LLC to MS Production Solutions LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, in the amount of $1,457,000.00.**

You are being asked to guarantee this debt. Think carefully before you do. If Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt is Borrower does not pay. You may also have to pay late fees, attorneys' fees and/or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from Borrower. The creditor can use the same collection methods against you that can be used against Borrower (i.e. filing a lawsuit). If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

I hereby acknowledge a copy of this notice on this 17th day of August, 2007.

Manfred Sprenger

P. Sprenger

Patricia Sprenger

EXHIBIT 12

Tax Records

54*R460 05/14/2015 2:27 PM

Form **1040** Department of the Treasury—Internal Revenue Service (99) **U.S. Individual Income Tax Return** **2014** OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2014, or other tax year beginning , 2014, ending , 20 . See separate instructions.

Your first name and initial: MANFRED	Last name: SPRENGER	Your social security number: [redacted]
If a joint return, spouse's first name and initial: PATRICIA	Last name: SPRENGER	Spouse's social security number: [redacted]
Home address (number and street). If you have a P.O. box, see instructions.: 308 SHAGBARK CIRCLE	Apt. no.	▲ Make sure the SSN(s) above and on line 6c are correct.
City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).: SIMPSONVILLE SC 29680		Presidential Election Campaign: Check here if you, or your spouse if filing jointly, want $3 to go to this fund. Checking a box below will not change your tax or refund. ☐ You ☐ Spouse
Foreign country name	Foreign province/state/county	Foreign postal code

Filing Status Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above and full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a
b ☒ Spouse
Boxes checked on 6a and 6b: 2

c Dependents:

(1) First name Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qual. for child tax credit (see instr.)

If more than four dependents, see instructions and check here ▶ ☐

No. of children on 6c who • lived with you: ____ • did not live with you due to divorce or separation (see instructions): ____
Dependents on 6c not entered above: ____

d Total number of exemptions claimed: Add numbers on lines above ▶ 2

Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	
8a	Taxable interest. Attach Schedule B if required		8a	
b	Tax-exempt interest. Do not include on line 8a	8b		
9a	Ordinary dividends. Attach Schedule B if required		9a	
b	Qualified dividends	9b		
10	Taxable refunds, credits, or offsets of state and local income taxes		10	
11	Alimony received		11	
12	Business income or (loss). Attach Schedule C or C-EZ		12	64,694
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here ▶ ☐		13	-3,000
14	Other gains or (losses). Attach Form 4797		14	
15a	IRA distributions 15a	b Taxable amount	15b	
16a	Pensions and annuities 16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17	
18	Farm income or (loss). Attach Schedule F		18	
19	Unemployment compensation		19	
20a	Social security benefits 20a	b Taxable amount	20b	
21	Other income. List type and amount PRIOR YEAR NOL		21	-366,493
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶		22	-304,799

Adjusted Gross Income

23	Educator expenses	23		
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24		
25	Health savings account deduction. Attach Form 8889	25		
26	Moving expenses. Attach Form 3903	26		
27	Deductible part of self-employment tax. Attach Schedule SE	27	4,318	
28	Self-employed SEP, SIMPLE, and qualified plans	28		
29	Self-employed health insurance deduction	29	23,449	
30	Penalty on early withdrawal of savings	30		
31a	Alimony paid b Recipient's SSN ▶	31a		
32	IRA deduction	32		
33	Student loan interest deduction	33		
34	Tuition and fees. Attach Form 8917	34		
35	Domestic production activities deduction. Attach Form 8903	35		
36	Add lines 23 through 36		36	27,767
37	Subtract line 36 from line 22. This is your adjusted gross income ▶		37	-332,566

SPR460 05/14/2015 2:27 PM

Form 1040 (2014) MANFRED & PATRICIA SPRENGER [redacted] Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)		38	-332,566
	39a	Check if: ☐ You were born before January 2, 1950, ☐ Blind. ☐ Spouse was born before January 2, 1950, ☐ Blind. } Total boxes checked ▶ 39a			
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ▶ 39b ☐			
Standard Deduction for— • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,200 Married filing jointly or Qualifying widow(er), $12,400 Head of household, $9,100	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)		40	20,246
	41	Subtract line 40 from line 38		41	-352,812
	42	Exemptions. If line 38 is $152,525 or less, multiply $3,950 by the number on line 6d. Otherwise, see instructions		42	7,900
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-		43	0
	44	Tax (see instr.). Check if any from: a ☐ Form(s) 8814 b ☐ Form 4972 c ☐		44	0
	45	Alternative minimum tax (see instructions). Attach Form 6251		45	
	46	Excess advance premium tax credit repayment. Attach Form 8962		46	
	47	Add lines 44, 45, and 46 ▶		47	
	48	Foreign tax credit. Attach Form 1116 if required	48		
	49	Credit for child and dependent care expenses. Attach Form 2441	49		
	50	Education credits from Form 8863, line 19	50		
	51	Retirement savings contributions credit. Attach Form 8880	51		
	52	Child tax credit. Attach Schedule 8812, if required	52		
	53	Residential energy credits. Attach Form 5695	53		
	54	Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐	54		
	55	Add lines 48 through 54. These are your total credits		55	
	56	Subtract line 55 from line 47. If line 55 is more than line 47, enter -0- ▶		56	0
Other Taxes	57	Self-employment tax. Attach Schedule SE		57	8,636
	58	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919		58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required		59	
	60a	Household employment taxes from Schedule H		60a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required		60b	
	61	Health care: individual responsibility (see instructions) Full-year coverage ☒		61	
	62	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instructions; enter code(s)		62	
	63	Add lines 56 through 62. This is your total tax ▶		63	8,636
Payments If you have a qualifying child, attach Schedule EIC.	64	Federal income tax withheld from Forms W-2 and 1099	64		
	65	2014 estimated tax payments and amount applied from 2013 return	65		
	66a	Earned income credit (EIC)	66a		
	b	Nontaxable combat pay election 66b			
	67	Additional child tax credit. Attach Schedule 8812	67		
	68	American opportunity credit from Form 8863, line 8	68		
	69	Net premium tax credit. Attach Form 8962	69		
	70	Amount paid with request for extension to file	70		
	71	Excess social security and tier 1 RRTA tax withheld	71		
	72	Credit for federal tax on fuels. Attach Form 4136	72		
	73	Credits from Form: a ☐ 2439 b ☒ Reserved c ☒ Reserved d ☐	73		
	74	Add lines 64, 65, 66a, and 67 through 73. These are your total payments ▶		74	
Refund	75	If line 74 is more than line 63, subtract line 63 from line 74. This is the amount you overpaid		75	
	76a	Amount of line 75 you want refunded to you. If Form 8888 is attached, check here ▶ ☐		76a	
Direct deposit? See instructions.	▶ b	Routing number ▶ c Type: ☐ Checking ☐ Savings			
	▶ d	Account number			
	77	Amount of line 75 you want applied to your 2015 estimated tax ▶ 77			
Amount You Owe	78	Amount you owe. Subtract line 74 from line 63. For details on how to pay, see instructions ▶		78	8,779
	79	Estimated tax penalty (see instructions) 79 143			

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ▶ BENJAMIN O'DELL Personal identification number (PIN) ▶ 25705 Phone no. ▶ 864-963-3467

Sign Here Joint return? See instr. Keep a copy for your records.

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

Your signature	Date	Your occupation	Daytime phone number
		CEO	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation HOUSEWIFE	If the IRS sent you an Identity Protection PIN, enter it here (see instr.)

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
BENJAMIN O'DELL	BENJAMIN O'DELL	05/14/15		P01281657

Firm's name ▶ SAUNDERS O'DELL PA Firm's EIN ▶ 57-0812016

Firm's address ▶ 210 E TRADE ST SIMPSONVILLE SC 29681-2632 Phone no. 864-963-3467

SPR460 05/14/2015 2:27 PM

1022

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE
2014 INDIVIDUAL INCOME TAX RETURN

SC 1040
(Rev. 7/29/14)
3075

Your social security number	Check if deceased ☐
[redacted]	
Sp[redacted]	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2014, or fiscal tax year beginning 2014 and ending 2015

Print your first name and initial	Last name	Suff.
MANFRED	SPRENGER	
Spouse's first name, if married filing jointly	Last name	
PATRICIA	SPRENGER	

Check if new address ☐	Mailing address (number and street, Apt. no or P. O. Box) Foreign address, see instructions			County code
	308 SHAGBARK CIRCLE			23
City	State	Zip	Area code Daytime telephone	
SIMPSONVILLE	SC	29680	803-548-5978	
Check if address is outside U.S. ☐	Foreign country address including Postal code (see instructions)			

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box ONLY if filing a composite return on behalf of a partnership or "S" corporation. Do not check this box if you are an individual. ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (2) ☒ Married filing jointly (3) ☐ Married filing separately. Enter spouse's SSN here: ____
(4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions

Enter the number of exemptions from your 2014 federal return ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2014 ▶
Enter the number of taxpayers age 65 or older, as of December 31, 2014 ▶

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

30751028

SPR480 05/14/2015 2:27 PM

INCOME AND ADJUSTMENTS — MANFRED & PATRICIA SPRENGER — 2014

				Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below		1	0 00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	a	00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b	00	
c	Expenses related to National Guard and Military Reserve income	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	e	00	
2	Add lines a through e and enter the total here. These are your total additions	2		00
3	Add lines 1 and 2 and enter the total here	3		00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

				Dollars
f	State tax refund, if included on your federal return	f	00	
g	Total and permanent disability retirement income, if taxed on your federal return	g	00	
h	Out-of-state income/gain - Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h	00	
i	44% of net capital gains held for more than one year (See instructions)	i	00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j	00	
k	Contributions to the SC College Investment Program ("Future Scholar") or the SC Tuition Prepayment Program (See instructions)	k	00	
l	Active Trade or Business income deduction (See instructions)	l	00	
m	Interest income from obligations of the U.S. government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	o	00	
p	Caution: Retirement Deduction (See instructions)			
p-1	Taxpayer: date of birth _____	p-1	00	
p-2	Spouse: date of birth _____	p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth _____	q-1	00	
q-2	Spouse: date of birth _____	q-2	00	
r	Negative amount of federal taxable income	r	360,712 00	
s	Subsistence allowance _____ days @ $8.00	s	00	
t	Dependents under the age of 6 years on December 31 of the tax year	t	00	
u	Consumer Protection Services	u	00	
v	Other subtractions (See instructions) SEE STMT 1	v	1 00	
4	Add lines f through v and enter here. These are your total subtractions	4		< 360,713 00>
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero, enter zero here. This is your South Carolina INCOME SUBJECT TO TAX	5		0 00

6	TAX: enter tax from SOUTH CAROLINA tax tables	6	0 00	
7	TAX on Lump Sum Distribution (Attach SC4972)	7	00	
8	TAX on Active Trade or Business Income (Attach I-335)	8	00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9	00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX	10		00
11	Child and Dependent Care (See instructions)	11	00	
12	Two Wage Earner Credit (See instructions)	12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13	00	
14	TOTAL non-refundable credits. Add lines 11 through 13 and enter the total here	14		00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here	15		00

30752026

Department of the Treasury — Internal Revenue Service (99)

Form 1040 U.S. Individual Income Tax Return 2013

OMB No. 1545-0074 | IRS Use Only — Do not write or staple in this space.

See separate instructions.

For the year Jan 1 - Dec 31, 2013, or other tax year beginning , 2013, ending , 20

Your first name and initial: MANFRED SPRENGER — Last name

Your social security number: [redacted]

If a joint return, spouse's first name and initial: PATRICIA SPRENGER — Last name

Spouse's social security number: [redacted]

Home address (number and street). If you have a P.O. box, see instructions. — Apartment no.: 308 SHAGBARK CIRCLE

▲ Make sure the SSN(s) above and on line 6c are correct.

City, town or post office, state, and ZIP code. If you have a foreign address, also complete spaces below (see instructions).: SIMPSONVILLE, SC 29680

Foreign country name — Foreign province/state/county — Foreign postal code

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want $3 to go to this fund? Checking a box below will not change your tax or refund. ☐ You ☐ Spouse

Filing Status

Check only one box.

1 ☐ Single
2 ☒ Married filing jointly (even if only one had income)
3 ☐ Married filing separately. Enter spouse's SSN above & full name here. ▶
4 ☐ Head of household (with qualifying person). (See instructions.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
5 ☐ Qualifying widow(er) with dependent child

Exemptions

6a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a — Boxes checked on 6a and 6b: 2
b ☒ Spouse — No. of children on 6c who:
c Dependents:

(1) First name / Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) ✓ if child under age 17 qualifying for child tax cr (see instrs)
			☐
			☐
			☐

- lived with you
- did not live with you due to divorce or separation (see instrs)

Dependents on 6c not entered above

If more than four dependents, see instructions and check here ▶ ☐

Add numbers on lines above ▶: 2

d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see instructions.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	
8a	Taxable interest. Attach Schedule B if required	8a	
b	Tax-exempt interest. Do not include on line 8a (8b)		
9a	Ordinary dividends. Attach Schedule B if required	9a	
b	Qualified dividends (9b)		
10	Taxable refunds, credits, or offsets of state and local income taxes	10	
11	Alimony received	11	
12	Business income or (loss). Attach Schedule C or C-EZ	12	50,745.
13	Capital gain or (loss). Att Sch D if reqd. If not reqd, ck here ▶ ☐	13	-3,000.
14	Other gains or (losses). Attach Form 4797	14	
15a	IRA distributions (15a) b Taxable amount	15b	
16a	Pensions and annuities (16a) b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
18	Farm income or (loss). Attach Schedule F	18	
19	Unemployment compensation	19	
20a	Social security benefits (20a) b Taxable amount	20b	
21	Other income NOL STATEMENT 1	21	-372,770.
22	Combine the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	-325,025.

Adjusted Gross Income

23	Educator expenses	23	
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	
25	Health savings account deduction. Attach Form 8889	25	
26	Moving expenses. Attach Form 3903	26	
27	Deductible part of self-employment tax. Attach Schedule SE	27	3,585.
28	Self-employed SEP, SIMPLE, and qualified plans	28	
29	Self-employed health insurance deduction	29	21,545.
30	Penalty on early withdrawal of savings	30	
31a	Alimony paid b Recipient's SSN ▶	31a	
32	IRA deduction	32	
33	Student loan interest deduction	33	
34	Tuition and fees. Attach Form 8917	34	
35	Domestic production activities deduction. Attach Form 8903	35	
36	Add lines 23 through 35	36	25,130.
37	Subtract line 36 from line 22. This is your adjusted gross income ▶	37	-350,155.

Form 1040 (2013) MANFRED AND PATRICIA SPRENGER [redacted] Page 2

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	-350,155.
	39a	Check if: ☐ You were born before January 2, 1949, ☐ Blind. ☐ Spouse was born before January 2, 1949, ☐ Blind. Total boxes checked ► 39a ☐		
	b	If your spouse itemizes on a separate return or you were a dual-status alien, check here ► 39b ☐		
Standard Deduction for — • People who check any box on line 39a or 39b or who can be claimed as a dependent, see instructions. • All others: Single or Married filing separately, $6,100 Married filing jointly or Qualifying widow(er), $12,200 Head of household, $8,950	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	19,138.
	41	Subtract line 40 from line 38	41	-369,293.
	42	Exemptions. If line 38 is $150,000 or less, multiply $3,900 by the number on line 6d. Otherwise, see instrs	42	7,800.
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0.
	44	Tax (see instrs). Check if any from: a ☐ Form(s) 8814 c ☐ b ☐ Form 4972	44	0.
	45	Alternative minimum tax (see instructions). Attach Form 6251	45	0.
	46	Add lines 44 and 45 ►	46	0.
	47	Foreign tax credit. Attach Form 1116 if required — 47		
	48	Credit for child and dependent care expenses. Attach Form 2441 — 48		
	49	Education credits from Form 8863, line 19 — 49		
	50	Retirement savings contributions credit. Attach Form 8880 — 50		
	51	Child tax credit. Attach Schedule 8812, if required — 51		
	52	Residential energy credits. Attach Form 5695 — 52		
	53	Other crs from Form: a ☐ 3800 b ☐ 8801 c ☐ — 53		
	54	Add lines 47 through 53. These are your total credits	54	
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- ►	55	0.
Other Taxes	56	Self-employment tax. Attach Schedule SE	56	7,170.
	57	Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8919	57	
	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59a	Household employment taxes from Schedule H	59a	
	b	First-time homebuyer credit repayment. Attach Form 5405 if required	59b	
	60	Taxes from: a ☐ Form 8959 b ☐ Form 8960 c ☐ Instrs; enter code(s)	60	
	61	Add lines 55-60. This is your total tax ►	61	7,170.
Payments If you have a qualifying child, attach Schedule EIC.	62	Federal income tax withheld from Forms W-2 and 1099 — 62		
	63	2013 estimated tax payments and amount applied from 2012 return — 63		
	64a	Earned income credit (EIC) — NO — 64a		
	b	Nontaxable combat pay election — ► 64b		
	65	Additional child tax credit. Attach Schedule 8812 — 65		
	66	American opportunity credit from Form 8863, line 8 — 66		
	67	Reserved — 67		
	68	Amount paid with request for extension to file — 68		
	69	Excess social security and tier 1 RRTA tax withheld — 69		
	70	Credit for federal tax on fuels. Attach Form 4136 — 70		
	71	Credits from Form: a ☐ 2439 b ☐ Reserved c ☐ 8885 d ☐ — 71		
	72	Add lns 62, 63, 64a, & 65-71. These are your total pmts ►	72	0.
Refund	73	If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here ► ☐	74a	
Direct deposit? See instructions.	b	► Routing number ► c Type: ☐ Checking ☐ Savings		
	d	► Account number		
	75	Amount of line 73 you want applied to your 2014 estimated tax ► 75		
Amount You Owe	76	Amount you owe. Subtract line 72 from line 61. For details on how to pay see instructions ►	76	7,276.
	77	Estimated tax penalty (see instructions) — 77 — 106.		

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete below. ☐ No

Designee's name ► MARC L. SAUNDERS Phone no. ► 8649633467 Personal identification number (PIN) ► 72391

Sign Here Joint return? See instructions. Keep a copy for your records.

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

Your signature	Date	Your occupation	Daytime phone number
		CEO	
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	If the IRS sent you an Identity Protection PIN, enter it here (see instrs)
		HOUSEWIFE	

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
MARC L. SAUNDERS	MARC L. SAUNDERS			P00062472

Firm's name ► SAUNDERS O'DELL P.A. Firm's EIN ► 57-0812016

Firm's address ► 210 EAST TRADE STREET SIMPSONVILLE, SC 29681 Phone no. (864) 963-3467

Form 1040 (2013)

1030

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

2013 INDIVIDUAL INCOME TAX RETURN

SC1040
(Rev. 8/20/13)
3075

Your social security number [redacted]	Check if deceased ☐
Spouse's social security number [redacted]	Check if deceased ☐

DO NOT USE THIS FORM TO FILE A CORRECTED RETURN. SEE SC1040 INSTRUCTIONS FOR ADDITIONAL INFORMATION.

For the year January 1 - December 31, 2013, or fiscal tax year beginning 2013 and ending 2014

Enter your first name and initial	Last name	Suff.
MANFRED	SPRENGER	
Spouse's first name, if married filing jointly	**Last name**	
PATRICIA	SPRENGER	

Check if new address ☐	Mailing address (number and street, Apt. No or P.O. Box) Foreign address, see instructions			County code
	308 SHAGBARK CIRCLE			23
City	**State**	**Zip**	**Area Code Daytime telephone**	
SIMPSONVILLE	SC	29680		
Check if address is outside US ☐	Foreign country address including Postal code (see instructions)			

Check this box if you are filing SC Schedule NR (Part year/Nonresident) ▶ ☐
Check this box ONLY if filing a composite return on behalf of the nonresident partners/shareholders of a partnership or 'S' corporation ▶ ☐
Check this box if you have filed a federal or state extension ▶ ☐
Check this box if you served in a Military COMBAT ZONE during the filing period. ☐
Enter the name of the combat zone:
Check this box if this return is affected by a federally declared DISASTER AREA. ☐
Enter the name of the disaster area:

CHECK YOUR FEDERAL FILING STATUS
(1) ☐ Single (3) ☐ Married filing separately. Enter spouse's SSN here:
(2) ☒ Married filing jointly (4) ☐ Head-of-household (5) ☐ Widow(er) with dependent child

Federal Exemptions
Enter the number of exemptions from your 2013 federal return ▶ 2
Enter the number of exemptions listed above that were under the age of 6 years on December 31, 2013 ▶
Enter the number of taxpayers age 65 or older, as of December 31, 2013 ▶

Dependents:

First name	Last name	Social security number	Relationship	Date of birth (MM/DD/YYYY)

SCIA0112L 11/25/13

30751028

2013

INCOME AND ADJUSTMENTS

			Dollars
1	Enter federal taxable income from your federal form. If zero or less, enter zero here. Nonresident filers complete Schedule NR and enter total from line 50 on line 5 below	1	0.00

ADDITIONS TO FEDERAL TAXABLE INCOME

a	State tax addback, if itemizing on federal return (See instructions)	a	248.00	
b	Out-of-state losses (See instructions) Check type of loss: ☐ Rental ☐ Business ☐ Other _____	b	00	
c	Expenses related to National Guard and Military Reserve income	c	00	
d	Interest income on obligations of states and political subdivisions other than South Carolina	d	00	
e	Other additions to income. Attach an explanation (See instructions)	e	00	
2	Add lines a through e and enter the total here. These are your total additions	2		248.00
3	Add lines 1 and 2 and enter the total here	3		248.00

SUBTRACTIONS FROM FEDERAL TAXABLE INCOME

				Dollars
f	State tax refund, if included on your federal return	f	00	
g	Total and permanent disability retirement income, if taxed on your federal return	g	00	
h	Out-of-state income/gain — Do not include personal service income (See instructions) Check type of income/gain: ☐ Rental ☐ Business ☐ Other _____	h	00	
i	44% of net capital gains held for more than one year (See instructions)	i	00	
j	Volunteer deductions (See instructions) Check type of deduction: ☐ Firefighter ☐ HazMat ☐ Rescue Squad ☐ DNR ☐ Reserve Police ☐ Other _____	j	00	
k	Contributions to the SC College Investment Program ('Future Scholar') or the SC Tuition Prepayment Program (See instructions)	k	00	
l	Active Trade or Business Income deduction (See instructions)	l	00	
m	Interest income from obligations of the US government	m	00	
n	Certain nontaxable National Guard or Reserve Pay (See instructions)	n	00	
o	Social security and/or railroad retirement, if taxed on your federal return	o	00	
p	**Caution: Retirement Deduction** (See instructions)			
p-1	Taxpayer: date of birth _____	p-1	00	
p-2	Spouse: date of birth _____	p-2	00	
p-3	Surviving spouse #1: date of birth of deceased spouse _____	p-3	00	
p-4	Surviving spouse #2: date of birth of deceased spouse _____	p-4	00	
q	Age 65 and older deduction (See instructions)			
q-1	Taxpayer: date of birth _____	q-1	00	
q-2	Spouse: date of birth _____	q-2	00	
r	Negative amount of federal taxable income	r	377,093.00	
s	Subsistence allowance ____ days @ $8.00	s	00	
t	Dependents under the age of 6 years on December 31 of the tax year	t	00	
u	Consumer Protection Services	u	00	
v	Other subtractions (See instructions)	v	00	
4	Add lines f through v and enter here. These are your total subtractions	4		377,093.00
5	Residents subtract line 4 from line 3 and enter the difference. Nonresidents enter amount from Schedule NR, line 50. If less than zero enter zero here. This is your South Carolina INCOME SUBJECT TO TAX.	5		0.00

6	TAX: enter tax from SOUTH CAROLINA tax tables	6	0.00	
7	TAX on Lump Sum Distribution (Attach SC4972)	7	00	
8	TAX on Active Trade or Business Income (Attach I-335)	8	00	
9	TAX on excess withdrawals from Catastrophe Savings Accounts	9	00	
10	Add lines 6 through 9 and enter the total here. This is your TOTAL SOUTH CAROLINA TAX	10		0.00
11	Child and Dependent Care (See instructions)	11	00	
12	Two Wage Earner Credit (See instructions)	12	00	
13	Other non-refundable credits. Attach SC1040TC and other state return(s)	13	00	
14	TOTAL non-refundable credits. Add lines 11 though 13 and enter the total here	14		00
15	SUBTRACT line 14 from line 10. Enter the difference BUT NOT LESS THAN ZERO here	15		0.00

SCIA0112L 11/25/13

30752026

EXHIBIT 13

Loan from Sprenger and Priority Judgments

SBA LOAN NO. PLP-263-273-5006
SMALL BUSINESS LOAN SOURCE LLC
LOAN TO
MS PRODUCTION SOLUTIONS LLC
dba Szabo Steel Fabricators
IN THE AMOUNT OF $1,457,000.00

EQUITY STATEMENT

The attached paid receipts, bank deposit tickets and/or bank statements or other proof represent a cash injection into the business in the amount of $300,000.00 as required under the terms of the Authorization and Loan Agreement with the United States Small Business Administration, regarding the above referenced loan.

Executed and dated this 17th day of August, 2007.

BORROWER:
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
dba Szabo Steel Fabricators

By: _____
Manfred Spreitzer, Sole Member/Manager

Greenville County
13th Judicial Circuit
Public Index

Greenville County Home Page South Carolina Judicial Department Home Page Family Court Public Index

Switch View

Nayan Bhair Desai , plaintiff, et al vs. MS Production Solutions LLC

Case Number:	2013CP2300564	Court Agency:	Greenville County Common Pleas	Filed Date:	01/29/2013
Case Type:	Common Pleas	Case Sub Type:	Debt Collection 110	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Judgment	Disposition Date:	01/02/2015	Disposition Judge:	Verdin, Letitia H
Original Source Doc:		Original Case #:			
Judgment Number:	2013CP2300564	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Desai, Nayan Bhair	Against:	MS Production Solutions LLC	Judg. Amount:	$25,335.48	Judgment Date:	01/02/2015
Description:	Judgment/Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	01/02/2015 --
Notes:	None						

Judgment Details			
Claims Code	Detail Desc.	Detail Amount	Detail Date
None			

For:	Desai, Geera	Against:	MS Production Solutions LLC	Judg. Amount:	$25,335.48	Judgment Date:	01/02/2015
Description:	Judgment/Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	01/02/2015 --
Notes:	None						

Judgment Details			
Claims Code	Detail Desc.	Detail Amount	Detail Date
None			

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Greenville County
13th Judicial Circuit
Public Index

Greenville County Home Page South Carolina Judicial Department Home Page Family Court Public Index

Switch View

Triad Metals International vs. MS Production Solutions LLC

Case Number:	2013CP2302645	Court Agency:	Greenville County Common Pleas	Filed Date:	05/13/2013
Case Type:	Common Pleas	Case Sub Type:	Debt Collection 110	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Default Uncontested	Disposition Date:	06/08/2015	Disposition Judge:	Stilwell, Robin B.
Original Source Doc:		Original Case #:			
Judgment Number:	2013CP2302645	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Triad Metals International	Against:	MS Production Solutions LLC	Judg. Amount:	$25,779.39	Judgment Date:	06/08/2015
Description:	Judgment/Default	Disposition:		Disp. Date:		Date Entered/Last Changed	06/08/2015 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
None			

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Greenville County
13th Judicial Circuit
Public Index

Greenville County Home Page South Carolina Judicial Department Home Page Family Court Public Index

Switch View

RG Steel Wheeling LLC vs. MS Production Solutions LLC

Case Number:	2014CP2305813	Court Agency:	Greenville County Common Pleas	Filed Date:	10/21/2014
Case Type:	Common Pleas	Case Sub Type:	Foreign Judgment 710	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Judgment	Disposition Date:	10/21/2014	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2305813	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	RG Steel Wheeling LLC	Against:	MS Production Solutions LLC	Judg. Amount:	$10,739.00	Judgment Date:	10/21/2014
Description:	Judgment/Foreign Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	10/21/2014 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
CST	Court Costs / Filing Fees	$293.00	10/21/2014

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Greenville County 13th Judicial Circuit Public Index

Greenville County Home Page South Carolina Judicial Department Home Page Family Court Public Index

Switch View

Quincy Joist Company vs. MS Production Solutions LLC

Case Number:	2014CP2306031	Court Agency:	Greenville County Common Pleas	Filed Date:	11/04/2014
Case Type:	Common Pleas	Case Sub Type:	Foreign Judgment 710	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Judgment	Disposition Date:	11/04/2014	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2306031	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Quincy Joist Company	Against:	MS Production Solutions LLC	Judg. Amount:	$65,911.75	Judgment Date:	11/04/2014
Description:	Judgment/Foreign Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	11/04/2014 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
None			

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

Greenville County 13th Judicial Circuit Public Index

Greenville County Home Page South Carolina Judicial Department Home Page Family Court Public Index

Switch View

Hertz Equipment Rental Corp vs. MS Production Solutions LLC

Case Number:	2014CP2306865	Court Agency:	Greenville County Common Pleas	Filed Date:	12/15/2014
Case Type:	Common Pleas	Case Sub Type:	Debt Collection 110	File Type:	Non-Jury
Status:	Judgment	Assigned Judge:			
Disposition:	Default Uncontested	Disposition Date:	07/27/2015	Disposition Judge:	Hall, Daniel Dewitt
Original Source Doc:		Original Case #:			
Judgment Number:	2014CP2306865	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

For:	Hertz Equipment Rental Corp	Against:	MS Production Solutions LLC	Judg. Amount:	$6,981.62	Judgment Date:	07/27/2015
Description:	Judgment/Default	Disposition:		Disp. Date:		Date Entered/Last Changed	07/27/2015
Notes:	None						

Judgment Details

Claims Code	Detail Desc.	Detail Amount	Detail Date
None			

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

2007084572 MTG
46 PGS
Book:MO 4837 Page:375-414
August 22, 2007 11:54:46 AM
Rec:$46.00 Cnty Tax:$0.00 State Tax:$0.00
FILED IN GREENVILLE COUNTY,SC

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

by

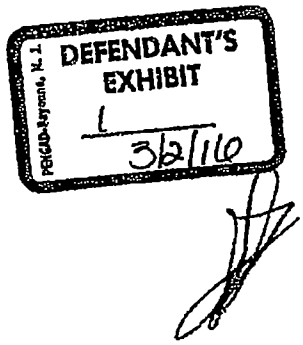
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
-and-
MANFRED SPRENGER and spouse, PATRICIA SPRENGER

to and for the benefit of

SMALL BUSINESS LOAN SOURCE LLC
a Nevada Limited Liability Company

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027



MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by **MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company -and- MANFRED SPRENGER and spouse, PATRICIA SPRENGER** ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of **SMALL BUSINESS LOAN SOURCE LLC, a Nevada Limited Liability Company,** its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS:

(A) Mortgagee has agreed to loan to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars ($1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). **The loan is made under SBA Loan No. PLP 263-273-5006. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.**

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the **State of South Carolina** and legally described on **Exhibit "A"** attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of South Carolina.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. **Title.** Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on **Exhibit "B"** attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. **Maintenance, Repair, Restoration, Prior Liens, Parking.** Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;

d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. **Payment of Taxes and Assessments.** Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in fun such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on **Exhibit "C"** attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to

2007084573 ASMT/RENT
8 PGS
Book:DE 2285 Page:893-1000
August 22, 2007 11:54:47 AM
Rec:$14.00 Cnty Tax:$0.00 State Tax:$0.00
FILED IN GREENVILLE COUNTY,SC

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

This Absolute Assignment of Rents and Leases is made as of the 17th day of August, 2007, from **MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company** (hereinafter called "Assignor"), to **SMALL BUSINESS LOAN SOURCE LLC, a Nevada Limited Liability Company,** (hereinafter called "Assignee"), for among other things, the purpose of securing that certain Promissory Note of even date herewith in the original principal sum $1,457,000.00 payable to Assignee.

In consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by Assignor to Assignee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns and absolutely transfers to Assignee all rent, issues, profits, royalties, leases, income and other benefits derived from that certain real property described in **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes (the "Premises") with respect to all leases and subleases of the Premises or any portion thereof now or hereafter existing or entered into, together with all guarantees, modifications, extensions and renewals thereof (the "Rents"), including but not limited to that certain Lease or Schedule of Leases, attached hereto as **Exhibit "B"**. Prior to a foreclosure by Assignee of any lien which Assignee may hold covering the Premises, this absolute assignment of the Rents is not intended to constitute payment to Assignee, unless Assignee terminates Assignor's license to collect the Rents, and then only to the extent that the Rents are actually received by Assignee as opposed to constituting a portion of the voluntary payments of principal and interest on the loan documents (hereinafter defined) and are not used for the operation or maintenance of the Premises or for the payment of costs and expenses in connection therewith, taxes, assessments, water charges, sewer, utilities and other charges levied, assessed or imposed against the Premises or any part thereof, insurance premiums, costs and expenses with respect to any litigation affecting the Premises, the leases and the rent, any wages and salaries of employees, commissions of agents and attorneys' fees. This Absolute Assignment of Rents and Leases is not intended to, and shall not, subsequent to a foreclosure of any lien which Assignee may hold covering the Premises, constitute payment to Assignee.

In connection with and as part of this absolute assignment, Assignor hereby makes the following grants, covenants, agreements, representations and warranties:

1. Assignee shall have the absolute right, power and authority to take any and all actions which Assignee deems necessary or appropriate in connection with (a) entering upon, taking possession of and operating the Premises; (b) leasing all or any part of the Premises; and (c) collecting all or any of the Rents and enforcing the rights of the lessor under any of the leases, including without limitation, bringing, prosecuting, defending or settling legal proceedings against tenants. Notwithstanding anything herein to the contrary, Assignee shall not be obligated to perform or discharge, and Assignee does not undertake to perform or discharge any obligation, duty or liability with respect to the leases or the Rents under or by reason of this absolute assignment. This absolute assignment shall not

E:\abldms.srl

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
OCT 16 2017
SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master-in-Equity

Common Pleas Case No.: 2014-CP-23-01871
Appellate Case No.: 2016-1787

China Construction America of South Carolina, Inc.....Appellant/Respondent,

vs.

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

AMENDED RECORD ON APPEAL
VOLUME IV

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

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

INDEX

Rule to Show Cause and Order of Reference of May 5, 2015.....1

Order of August 5, 2014.....4

Order of October 13, 2015.....6

Amended Order of October 27, 2015.....10

Order of December 23, 2015.....13

Order of June 7, 2016.....19

Order of August 2, 2016.....32

Order of Judgment of December 24, 2014.....34

Amended Order of Judgment of January 29, 2015.....38

Appellant/Respondent's Complaint.....40

Respondents/Appellants' Answer.....62

Affidavit of Service of Complaint.....65

Verified Petition for Supplemental Proceedings.....66

Appellant/Respondent's Notice of Motion and Motion for Order of Default.....69

Appellant/Respondent's Notice of Motion and Motion for Damages Hearing.....74

Appellant/Respondent's Motion for Execution and Set Aside Fraudulent Transfers.....76

Appellant/Respondent's Motion for Contempt and Sanction.....136

Appellant/Respondent's Notice of Motion and Motion to Join Parties.....149

Appellant/Respondent's Motion to Alter or Amend.....154

Respondent/Appellant's Motion to Reconsider, Alter or Amend Pursuant to Rule 59(e).....157

Testimony

Transcript of Testimony from June 2, 2015.....161

Transcript of Testimony from October 2, 2015.....192

Transcript of Testimony from November 18, 2015.....219

Transcript of Testimony from March 2, 2016.....241

Plaintiff's Exhibits

1. Tab 3.....291
2. Tab 7.....336
3. Tab 8.....401
4. Tab 9.....460
5. Tab 11.....499
6. Tab 12.....553
7. Tab 13.....557
8. Tab 14.....576

Defendant's Exhibits

October 2, 2015 Hearing

1.....593
2.....595
3.....600
4.....603
5.....609
6.....624
7.....641
8.....648
9.....680
10.....716
11.....724
12.....726
13.....735

March 2, 2016 Hearing

1.....742
2.....758
3.....793

4.....797
5.....804
6.....810
7.....817
8.....823
9.....832
10.....841
11.....845
12.....849
13.....850
14.....855
15.....859
16.....862
17.....867
18.....869
19.....872

Certificate of Appellant.....873

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

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

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

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

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

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

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

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

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

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

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

E:\abl\forms.wri

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

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

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

Witness:

ASSIGNOR:

MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company

By: _____
Manfred Sprenger, Sole Member/Manager

STATE OF SOUTH CAROLINA §
§
COUNTY OF GREENVILLE §

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

_____
Notary Public, State of South Carolina
My Comm Exp 5/02/11

After recordation return to:
McCrary & Clark, LLP
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

E:\wb\docs\mi

BOOK: 2285 PAGE: 987

EXHIBIT "A"
(Legal Description)

TRACT ONE:

ALL that certain piece, parcel or tract of land situate, lying and being on the southern side of Beverly Road in the County of Greenville, State of South Carolina, being shown and designated as 4.80 Acres, more or less, on plat entitled PLAT FOR D AND T STEEL, INC., dated February 27, 2003, prepared by Thomas P. Dowling, Land Surveyor, and being recorded in the Office of the Register of Deeds for Greenville County, South Carolina, in Plat Book 46W at Page 12, reference to said plat being craved for a complete metes and bounds description.

LESS HOWEVER that property shown on Exhibit B.

DERIVATION: This being the same property conveyed to MS Production Solutions, LLC by deed of D&T Steel, LLC dated August 17, 2007, and recorded in the Greenville County Register of Deeds Office on August 22, 2007, in Deed Book 2285, at Page 788.

TMS# P009-01-01-009.00

EXHIBIT B

THE STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

TITLE TO REAL ESTATE
Approximate Survey Stations
34+55.69 (22 Feet Rt.) to 39+10.82 (22 Feet Rt.)

Road/Route.....Beverly Road
File.....
Item.....
Project.....Beverly Road Improvements
PIN.....

KNOW ALL MEN BY THESE PRESENTS, That I (or we), D&T Steel, LLC, 233 Beverly Road, Greenville SC, 29609, in consideration of the sum of Six hundred twenty four and no/100 Dollars ($624.00) and other valuable consideration to me (or us) in hand paid at and before the sealing and delivering thereof, by the County of Greenville, a political subdivision of the State of South Carolina exempt from recording fees under the S.C. Code Ann., 12-24-40(2), receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release, unto the said County of Greenville, its successors and assigns, all that certain real property of the Grantor in fee simple absolute for Beverly Road Improvements, State and County aforesaid, as shown on plans prepared by TransSystems Corporation and dated August 11, 2006.

SPECIAL PROVISIONS:

The above consideration is for all that certain parcel of land containing 959 square feet, more or less, of existing prescriptive right of way and 466 square feet, more or less, of additional right of way required for this project and all improvements thereon, if any, owned by D&T Steel, LLC, Robert W. Dillon (Owner), shown as the "Area of Acquisition" on Exhibit A, attached hereto and made a part hereof. This being a portion of the property acquired by virtue of deed from Eugene Drake Steel Fabrication as recorded in the RMC Office for Greenville County, S.C. in Deed Book 2093 at Page 1902 on April 9, 2003 and shown on Tax Map No. P0090101802900.

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

And I (or we) do hereby bind my (or our) heirs, executor and administrators, to warrant and forever defend all and singular the said premises unto the said County of Greenville, it's successors and assigns, against me (or us) and my (or our) heirs and against every person whomsoever lawfully claiming, or to claim, the same and any part thereof.

TO HAVE AND TO HOLD in fee simple, absolute and singular the said property and the rights hereinbefore granted, unto the said COUNTY OF GREENVILLE, its successors and assigns forever.

IN WITNESS WHEREOF, I (or we) have hereunto set my (or our) hand(s) and seal(s) this 27th day of October, in the year of our Lord, Two Thousand six.

SIGNED, sealed and delivered in the presence of:

Brett Hebel
1st Witness (L.S.)

BRETT HELSEL
Print Name

2nd Witness (L.S.)

Jason Oldham
Print Name

Robert W. Dillon
1st Owner (L.S.)

ROBERT W. DILLON GENERAL PARTNER
Print Name/Title if other than Owner

2nd Owner (L.S.)

Print Name/Title if other than Owner

NOTE: All Right-of-Way agreements must be in writing and are subject to rejection by the County of Greenville.

THE STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Personally appeared before me the undersigned witness and made oath that she/he saw the within named grantor sign, seal and as their act and deed, deliver the within written instrument; and that she/he with the other witness whose signature appears above witnessed the execution thereof.

Brett Hebel
1st Witness

SWORN to before me this 27th day of October 2006

Megan M. Wells
NOTARY PUBLIC FOR South Carolina
My Commission Expires: March 21, 2011

Checked_____ By_____
Recorded_____ By_____
Project_____ File No._____

Greenville County, a political subdivision of the State of South Carolina, is exempt from recording fees under the S.C. Code 12-24-40(2).

Tract 46

BOOK: 2285 PAGE: 569

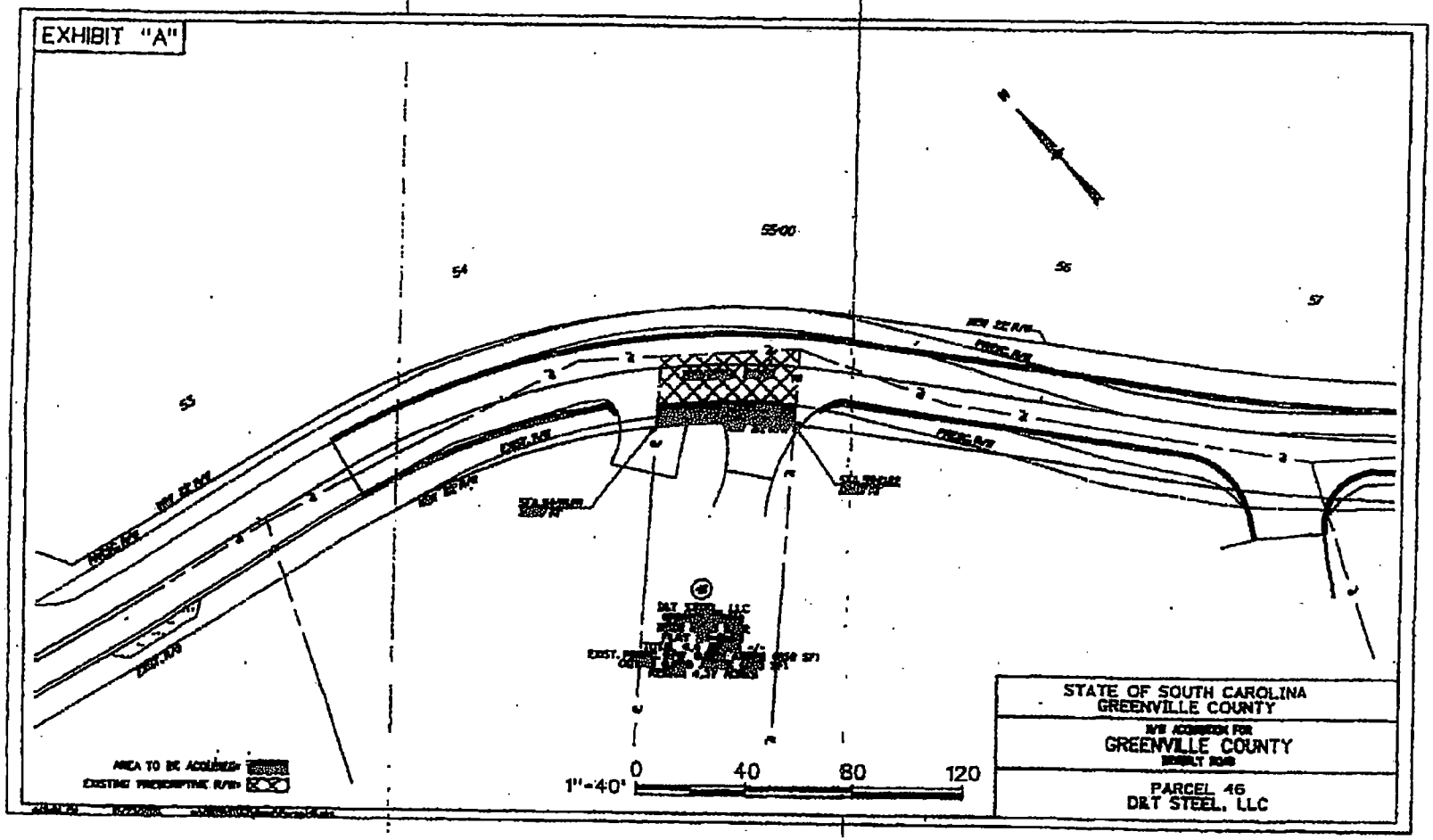


EXHIBIT "B"

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

SCHEDULE OF LEASES

Original Date of Lease	Tenant	Address/reference

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

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

Certified to be a True and Correct Copy of the Original

Notary Public for South Carolina

My Commission Expires: 1.17.2017

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

by

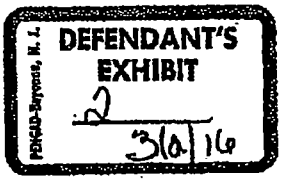
MS PRODUCTION SOLUTIONS LLC
a South Carolina Limited Liability Company
-and-
MANFRED SPRENGER and spouse, PATRICIA SPRENGER

to and for the benefit of

SMALL BUSINESS LOAN SOURCE LLC
a Nevada Limited Liability Company

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027



MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (the "Mortgage") is made as of the 17th day of August, 2007, by MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company -and- MANFRED SPRENGER and spouse, PATRICIA SPRENGER ("Mortgagor") whose address is 233 Beverly Road, Greenville, South Carolina 29609, to and for the benefit of SMALL BUSINESS LOAN SOURCE LLC, a Nevada Limited Liability Company, its successors and assigns ("Mortgagee") whose address is 9801 Westheimer, Suite 1100, Houston, Texas 77042:

RECITALS:

(A) Mortgagee has agreed to loan to MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, the principal amount of One Million Four Hundred Fifty-Seven Thousand and No/100 Dollars ($1,457,000.00) (the "Loan"). The Loan shall be evidenced by a certain Promissory Note of even date herewith (as amended, restated or replaced from time to time, the "Note") made by MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company dba Szabo Steel Fabricators, ("Maker" or "Borrower" or "Mortgagor") payable to Mortgagee in the principal amount of the Loan and due on the date which is thirteen (13) years from date of Note (the "Maturity Date"), except as may be accelerated pursuant to the terms hereof or of the Note or any other Loan Document (as defined in the Note). **The loan is made under SBA Loan No. PLP 263-273-5006. Mortgagor(s), Manfred Sprenger and Patricia Sprenger have personally guaranteed the Note.**

(B) A condition precedent to Mortgagee's extension of the Loan to Mortgagor is the execution and delivery by Mortgagor of this Mortgage.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor agrees as follows:

Mortgagor hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Mortgagee, its successors and assigns, and grants a security interest in, the following described property, rights and interests (referred to collectively herein as the "Premises"), all of which property, rights and interests are hereby pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

THE REAL ESTATE is located in the State of South Carolina and legally described on Exhibit "A" attached hereto and made a part hereof (the "Real Estate");

TOGETHER WITH all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Mortgagor and on, or used in connection with the Real Estate or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Mortgagor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or on its behalf (the "Improvements");

TOGETHER WITH all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Real Estate, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

TOGETHER WITH all rents, revenues, issues, profits, proceeds, income, royalties, "accounts," including "health-care-insurance receivables," escrows, letter-of-credit rights (each as defined in the Code hereinafter defined), security deposits, impounds, reserves, tax refunds and other rights to monies from the Premises and/or the businesses and operations conducted by Mortgagor thereon, to be applied against the Indebtedness (hereinafter defined); provided, however, that Mortgagor, so long as no Event of Default (as hereinafter defined) has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance thereof;

TOGETHER WITH all interest of Mortgagor in all leases now or hereafter on the Premises, whether written or oral (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

TOGETHER WITH all fixtures and articles of personal property now or hereafter owned by Mortgagor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid

property owned by Mortgagor and placed on the Real Estate or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness (as hereinafter defined); notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code of the State of South Carolina in effect from time to time (the "Code"), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee, as a secured party, and Mortgagor, as Debtor, all in accordance with the Code; and

TOGETHER WITH all of Mortgagor's interests in "general intangibles," including "payment intangibles" and "software" (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of Mortgagor's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Mortgagor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to Mortgagor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

TOGETHER WITH all of Mortgagor's accounts now owned or hereafter created or acquired as relate to the Premises, including, without limitation, all of the following now owned or hereafter created or acquired by Mortgagor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Mortgagor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) the Mortgagor's rights in, to and under all purchase orders for goods, services or other property; (iii) the Mortgagor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies to become due to the Mortgagor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Mortgagor); (v) "securities", "investment property," "financial assets," and "securities entitlements" (each as defined in the Code); and (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and all warranties, guarantees, permits and licenses in favor of Mortgagor with respect to the Premises;

TOGETHER WITH all proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Event of Default; Mortgagor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of South Carolina.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any Make Whole Costs described in the Note) prepayment premium (if any), exit fee (if any), interest rate swap or hedge expenses (if any), reimbursement obligations, fees and expenses for letters of credit issued by Mortgagee for the benefit of Mortgagor, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, any interest rate swap or hedge agreement now or hereafter entered into between Mortgagor and Mortgagee and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Mortgagor or any other obligor to or benefiting Mortgagee which are evidenced or secured by or otherwise provided in the Note, this Mortgage or any of the other Loan Documents; and (iii) the reimbursement to Mortgagee of any and all sums incurred, expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage, any of the other Loan Documents, any interest rate swap or hedge agreement or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "Indebtedness").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Title. Mortgagor represents, warrants and covenants that (a) Mortgagor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of Mortgagee and as otherwise described on Exhibit "B" attached hereto (the "Permitted Exceptions"); and (b) Mortgagor is lawfully seised of the estate and has legal power and authority to mortgage and convey the Premises.

2. Maintenance, Repair, Restoration, Prior Liens, Parking. Mortgagor covenants that, so long as any portion of the Indebtedness remains unpaid, Mortgagor will:

a. promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

b. keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims for lien (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

c. pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants and conditions to be observed and performed by Mortgagor under the Note, this Mortgage and the other Loan Documents;

d. pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to or inferior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such lien to the Mortgagee (subject to Mortgagor's right to contest liens as permitted by the terms of Paragraph 28 hereof);

e. complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises;

f. comply with all requirements of law, municipal ordinances or restrictions and covenants of record with respect to the Premises and the use thereof;

g. obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Mortgage;

h. make no material alterations in the Premises or demolish any portion of the Premises without Mortgagee's prior written consent, except as required by law or municipal ordinance;

i. suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Mortgagee's prior written consent;

j. pay when due all operating costs of the Premises;

k. not initiate or acquiesce in any zoning reclassification with respect to the Premises, without Mortgagee's prior written consent;

l. provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways and sidewalk cuts and sufficient paved areas for ingress, egress and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof; and

m. cause the Premises at all times to be operated in compliance with all federal, state, local and municipal environmental, health and safety laws, statutes, ordinances, rules and regulations.

3. Payment of Taxes and Assessments. Mortgagor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "Taxes"), whether or not assessed against Mortgagor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to Mortgagor's right to contest the same, as provided by the terms hereof; and

Mortgagor will, upon written request, furnish to the Mortgagee duplicate receipts therefor within ten (10) days after Mortgagee's request.

4. **Tax Deposits.** At Mortgagee's option, Mortgagor shall deposit with Mortgagee, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105%) of the most recent ascertainable annual Taxes on the Premises. If requested by Mortgagee, Mortgagor shall also deposit with Mortgagee an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Mortgagee. Such deposits are to be held without any interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default shall exist, Mortgagee shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Mortgagor) or shall release sufficient funds to Mortgagor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same shall become due and payable, Mortgagor shall, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Mortgagee. Mortgagee, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

5. **Mortgagee's Interest In and Use of Deposits.** Upon an Event of Default, Mortgagee may, at its option, apply any monies at the time on deposit pursuant to Paragraph 4 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Mortgagee may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Mortgagor shall immediately, upon demand by Mortgagee, deposit with Mortgagee an amount equal to the amount expended by Mortgagor from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Mortgagor. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Mortgagor. Mortgagee shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Mortgagor, prior to an Event of Default, shall have requested Mortgagee in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. Mortgagee shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. **Insurance.**

a. Mortgagor shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by Mortgagee, in accordance with the terms, coverages and provisions described on **Exhibit "C"** attached

hereto and made apart hereof, and such other insurance as Mortgagee may from time to time reasonably require. Unless Mortgagor provides Mortgagee evidence of the insurance coverages required hereunder, Mortgagee may purchase insurance at Mortgagor's expense to cover Mortgagee's interest in the Premises. The insurance may, but need not, protect Mortgagor's interest. The coverages that Mortgagee purchases may not pay any claim that Mortgagor makes or any claim that is made against Mortgagor in connection with the Premises. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing Mortgagee with evidence that Mortgagor has obtained insurance as required by this Mortgage. If Mortgagee purchases insurance for the Premises, Mortgagor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Mortgagor may be able to obtain on its own.

b. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to Mortgagee and such separate insurance is otherwise acceptable to Mortgagee.

c. In the event of loss, Mortgagor shall give prompt notice thereof to Mortgagee, who, if such loss exceeds the lesser of ten percent (10%) of the Indebtedness or Five Hundred Thousand and No/100 Dollars ($500,000.00) ("Threshold") shall have the sole, and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii) and (iii) of the immediately succeeding sentence are not satisfied, then Mortgagee, solely and directly shall receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and (iii) Mortgagee determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, then Mortgagee shall endorse to Mortgagor any such payment and Mortgagor may collect such payment directly. Mortgagee shall have the right, at its option and in its sole discretion, to apply any insurance proceeds received by Mortgagee pursuant to the terms of this paragraph, after the payment of all of Mortgagee's expenses, either (i) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon Mortgagee may declare the whole of the balance of Indebtedness, plus any Prepayment Premium/Exit Fee/Make Whole Costs (as defined in the Note, if any) to be due and payable, or (ii) to the restoration or repair of the property damaged as provided in subparagraph d below; provided, however, that Mortgagee hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subparagraph d below, if (i) after giving effect to any Leases which have been or could be terminated, the Debt Service Ratio described in Paragraph 37 below shall be satisfied, (i) Mortgagee has received satisfactory evidence that such restoration or

repair shall be completed no later than the date that is six (6) months prior to the Maturity Date, and (iii) no Event of Default, or event that, with the passage of time, the giving of notice or both would constitute an Event of Default, then exists. If insurance proceeds are made available to Mortgagor by Mortgagee as hereinafter provided, Mortgagor shall repair, restore or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Note shall be subject to the Prepayment Premium/Exit Fee/Make Whole Costs described in the Note, if any. In the event of foreclosure of this Mortgage, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser at the foreclosure sale.

d. If insurance proceeds are made available by Mortgagee to Mortgagor, Mortgagor shall comply with the following conditions:

i. Before commencing to repair, restore or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, Mortgagor shall obtain from Mortgagee its approval of all site and building plans and specifications pertaining to such repair, restoration or rebuilding.

ii. Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subparagraph c above (which payment or application may be made, at Mortgagee's option, through an escrow, the terms and conditions of which are satisfactory to Mortgagee and the cost of which is to be borne by Mortgagor), Mortgagee shall be satisfied as to the following:

(a) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(b) either such Improvements have been fully restored or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore or rebuild the Premises, free and clear of all liens, claims and encumbrances, except the lien of this Mortgage and the Permitted Exceptions, or, if such insurance proceeds shall be insufficient to repair, restore and rebuild the Premises, Mortgagor has deposited with Mortgagee such amount of money which, together with the insurance proceeds shall be sufficient to restore, repair and rebuild the Premises; and

(c) prior to each disbursement of any such proceeds, Mortgagee shall be furnished with a statement of Mortgagee's architect (the cost of which shall be borne by Mortgagor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with

the plans and specifications approved by Mortgagee and with all statutes, regulations or ordinances (including building and zoning ordinances) affecting the Premises; and Mortgagee shall be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

iii. If Mortgagor shall fail to restore, repair or rebuild the Improvements within a time deemed satisfactory by Mortgagee, then Mortgagee, at its option, may (a) commence and perform all necessary acts to restore, repair or rebuild the said Improvements for or on behalf of Mortgagor, or (b) declare an Event of Default. If insurance proceeds shall exceed the amount necessary to complete the repair, restoration or rebuilding of the Improvements, such excess shall be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. **Condemnation.** If all or any part of the Premises are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to Mortgagee, who is empowered to collect and receive the same and to give proper receipts therefor in the name of Mortgagor and the same shall be paid forthwith to Mortgagee. Such award or monies shall be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking Mortgagee may declare the whole of the balance of the Indebtedness, plus any Make Whole Costs, Prepayment Premium or Exit Fee to be due and payable. Notwithstanding the provisions of this paragraph to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of Mortgagee, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by Mortgagor, and Mortgagee hereby agrees that in such event it shall not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable.

8. **Stamp Tax.** If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Mortgagor, any tax is due or becomes due in respect of the execution and delivery of this Mortgage, the Note or any of the other Loan Documents, Mortgagor shall pay such tax in the manner required by any such law. Mortgagor further agrees to reimburse Mortgagee for any sums which Mortgagee may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Mortgagor shall not be required to pay any income or franchise taxes of Mortgagee.

9. **Lease Assignment.** Mortgagor acknowledges that, concurrently herewith, Mortgagor has executed and delivered to Mortgagee, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "Assignment") pursuant to

which Mortgagor has assigned to Mortgagee interests in the leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Mortgagor agrees to abide by all of the provisions of the Assignment. Regardless of the existence of a separate Assignment, Mortgagor hereby assigns to Mortgagee all right, title and interest in and to all rents, income, reimbursements, fees, deposits and other sums payable under any leaseholds affecting the property to the greatest extent permitted under Applicable Law.

10. **Effect of Extensions of Time and Other Changes.** If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in Mortgagor, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation, release or change.

11. **Effect of Changes in Laws Regarding Taxation.** If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation or (b) the imposition upon Mortgagee of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Mortgagor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Mortgagee's interest in the Premises, or the manner of collection of taxes, so as to affect this Mortgage or the Indebtedness or the holders thereof, then Mortgagor, upon demand by Mortgagee, shall pay such Taxes or charges, or reimburse Mortgagee therefor; provided, however, that Mortgagor shall not be deemed to be required to pay any income or franchise taxes of Mortgagee. Notwithstanding the foregoing, if in the opinion of counsel for Mortgagee it is or may be unlawful to require Mortgagor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Mortgagee may declare all of the Indebtedness to be immediately due and payable.

12. **Mortgagee's Performance of Defaulted Acts and Expenses Incurred by Mortgagee.** If an Event of Default has occurred, Mortgagee may, but need not, make any payment or perform any act herein required of Mortgagor in any form and manner deemed expedient by Mortgagee and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of Mortgagor in any lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Mortgagee in regard to any tax referred to in Paragraph 8 above or to protect the Premises or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Note) then in effect. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Mortgagee in connection

with (a) sustaining the lien of this Mortgage or its priority, (b) protecting or enforcing any of Mortgagee's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Mortgage, any of the other Loan Documents or the Premises, shall be so much additional Indebtedness, and shall become immediately due and payable by Mortgagor to Mortgagee, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Paragraph 12 shall be immediately due and payable by Mortgagor to Mortgagee, and shall be additional Indebtedness evidenced by the Note and secured by this Mortgage. Mortgagee's failure to act shall never be considered as a waiver of any right accruing to Mortgagee on account of any Event of Default. Should any amount paid out or advanced by Mortgagee hereunder, or pursuant to any agreement executed by Mortgagor in connection with the Loan, be used directly or indirectly to payoff, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Premises or any part thereof, then Mortgagee shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. Security Agreement. Mortgagor and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of Mortgagor or held by the Mortgagee (whether deposited by or on behalf of Mortgagor or anyone else) pursuant to any of the provisions of this Mortgage or the other Loan Documents, and (b) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of the Code) (which property is herein referred to as the "Personal Property"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "supporting obligations" (as defined in the Code) (all of said Personal Property and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's right, title and interest therein are hereby assigned to Mortgagee, all to secure payment of the Indebtedness. All of the provisions contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

a. Mortgagor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefiting Mortgagee and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

b. The Collateral is to be used by Mortgagor solely for business purposes.

c. The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

d. The only persons having any interest in the Premises are Mortgagor, Mortgagee and holders of interests, if any, expressly permitted hereby.

e. No Financing Statement (other than Financing Statements showing Mortgagee as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor, at its own cost and expense, upon demand, will furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts as Mortgagee may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting Mortgagee and no other party and liens and encumbrances (if any) expressly permitted hereby; and Mortgagor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be desirable. Mortgagor hereby irrevocably authorizes Mortgagee at anytime, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral as all assets of Mortgagor (or words of similar effect), regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or as being of an equal or lesser scope or within greater detail, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor, and in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Mortgagor agrees to furnish any such information to Mortgagee promptly upon request Mortgagor further ratified and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Mortgagee in any jurisdiction prior to the date of this Mortgage.

f. Upon an Event of Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Mortgagor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided

that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's right of redemption in satisfaction of Mortgagor's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale. Mortgagee may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If Mortgagee so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness in such order or manner as Mortgagee shall select. Mortgagee will account to Mortgagor for any surplus realized on such disposition.

g. The terms and provisions contained in this Paragraph 13, unless the context otherwise requires, shall have the meanings and be construed as provided in the Code.

h. This Mortgage is intended to be a financing statement within the purview of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor (Debtor) and Mortgagee (Secured Party) are hereinafter set forth. This Mortgage is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located.

i. To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between Mortgagor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor, as lessor thereunder.

j. Mortgagor represents and warrants that:

i. Mortgagor is the record owner of the Premises;

ii. Mortgagor's/Borrower's executive office is located in the State of South Carolina;

iii. Mortgagor's/Borrower's state of formation is the State of South Carolina ;

iv. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage; and

v. Mortgagor's/Borrower's organizational identification number is 20-8906600.

k. Mortgagor agrees that:

i. Where Collateral is in the possession of a third party, Mortgagor will join with Mortgagee in notifying the third party of Mortgagee's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Mortgagee;

ii. Mortgagor will cooperate with Mortgagee in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and

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

14. Restrictions on Transfer.

a. Mortgagor, without the prior written consent of Mortgagee, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

i. The Premises or any part thereof or interest therein, excepting only sales or other dispositions of Collateral (herein called "Obsolete Collateral") no longer useful in connection with the operation of the Premises, provided that prior to the sale or other disposition thereto such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

ii. Any shares of capital stock of a corporate Mortgagor, a corporation which is a general partner or managing member/manager in a partnership or

limited liability company Mortgagor, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this subparagraph (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

iii. All or any part of the managing member or manager interest, as the case may be, in a limited liability company Mortgagor or a limited liability company which is a general partner of a partnership Mortgagor;

iv. All or any part of the general partner or joint venture interest, as the case may be, of a partnership Mortgagor or a partnership which is a manager of a limited liability company Mortgagor or the conversion of a partnership Mortgagor to a corporation or limited liability company; or

v. If there shall be any change in control (by way of transfers of stock, partnership or member interests or otherwise) in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Mortgagor or Guarantor (as defined in the Note) and/or owns a controlling interest in Mortgagor or Guarantor;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this Paragraph 14 shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases permitted by the terms of the Loan Documents, if any.

b. In determining whether or not to make the Loan, Mortgagee evaluated the background and experience of Mortgagor and its partners/members/officers in owning and operating property such as the Premises; found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Mortgagee's security for the Note. Mortgagor and its partners/members/officers are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. Mortgagor recognizes that Mortgagee is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Mortgagor. Mortgagor further recognizes that any secondary junior financing

placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note; (b) could result in acceleration and foreclosure by any such junior encumbrancer which would force Mortgagee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Mortgagee come into possession thereof with the intention of selling same; and (d) would impair Mortgagee's right to accept a deed in lieu of foreclosure, as a foreclosure by Mortgagee would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (i) protecting Mortgagee's security, both of repayment and of value of the Premises; (ii) giving Mortgagee the full benefit of its bargain and contract with Mortgagor; (iii) allowing Mortgagee to raise the interest rate and collect assumption fees; and (iv) keeping the Premises free of subordinate financing liens, Mortgagor agrees that if this Paragraph 14 is deemed a restraint on alienation, that it is a reasonable one.

15. Single Asset Entity. If Mortgagor is a single asset entity at the time of execution hereof, Mortgagor shall not hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than the Premises, or become a shareholder of or a member or partner in any entity which acquires any property other than the Premises, until such time as the Indebtedness has been fully repaid. Mortgagor's articles of incorporation, partnership agreement or operating agreement, as applicable, shall limit its purpose to the acquisition, operation, management and disposition of the Premises, and such purposes shall not be amended without the prior written consent of Mortgagee. Mortgagor covenants:

a. To maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

b. To conduct its own business in its own name, pay its own liabilities out of its own funds, allocate fairly and reasonably any overhead for shared employees and office space, and to maintain an arm's length relationship with its affiliates;

c. To hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, maintain adequate capital in light of its contemplated business operations, and observe all organizational formalities;

d. Not to guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders;

e. Not to pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

f. Not to enter into any contract or agreement with any party which is directly or indirectly controlling, controlled by or under common control with Mortgagor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and

substantially similar to those that would be available on an arms-length basis with third parties other than any Affiliate;

g. Neither Mortgagor nor any constituent party of Mortgagor will seek the dissolution or winding up, in whole or in part, of Mortgagor, nor will Mortgagor merge with or be consolidated into any other entity;

h. Mortgagor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of Mortgagor, Affiliate, any guarantor of the Note or any other person;

i. Mortgagor now has and will hereafter have no debts or obligations other than normal accounts payable in the ordinary course of business, this Mortgage, and the Loan; and any other indebtedness or other obligation of Mortgagor has been paid in full prior to or through application of proceeds from the funding of the Loan.

16. **Events of Default; Acceleration.** Each of the following shall constitute an "Event of Default" for purposes of this Mortgage:

a. Mortgagor fails to pay (i) any installment of principal or interest payable pursuant to the Note on the date when due, or (ii) any other amount payable to Lender under the Note, this Mortgage or any of the other Loan Documents within five (5) days after the date when any such payment is due in accordance with the terms hereof or thereof.

b. Mortgagor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Mortgagor under the Note, this Mortgage or any of the other Loan Documents, subject to any notice provisions contained in the Note;

c. the existence of any inaccuracy or untruth in any material respect in any representation or warranty contained in this Mortgage or any of the other Loan Documents or of any statement or certification as to facts delivered to Mortgagee by Mortgagor or any guarantor of the Note as of the date given;

d. Mortgagor or any guarantor of the Note files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal, state, or other statute or law, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or similar officer of Mortgagor or of all or any substantial part of the property of Mortgagor or any guarantor of the Note or any of the Premises or all or a substantial part of the assets of Mortgagor or any guarantor of the Note are attached, seized, subjected to a writ or distress warrant or are levied upon unless the same is released or located within thirty

(30) days;

e. the commencement of any involuntary petition in bankruptcy against Mortgagor or any guarantor of the Note or the institution against Mortgagor or any guarantor of the Note of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future federal, state or other statute or law, or the appointment of a receiver, trustee or similar officer for all or any substantial part of the property of Mortgagor or any guarantor of the Note which shall remain undismissed or undischarged for a period of sixty (60) days;

f. the dissolution, termination or merger of Mortgagor or any guarantor of the Note or the occurrence of the death or declaration of legal incompetency of any individual guarantor of the Note;

g. the occurrence of a Prohibited Transfer; or

h. the occurrence of an "Event of Default" under the Note or any of the other Loan Documents.

If an Event of Default occurs, Mortgagee may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Mortgagor, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

17. **Foreclosure; Expense of Litigation.**

a. When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Mortgage or any of the other Loan Documents in accordance with South Carolina law.

b. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of said Premises and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage,

the Note, or the Premises, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon until paid at the Default Rate and shall be secured by this Mortgage.

18. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in accordance with South Carolina Law, unless otherwise specified therein, in such order as Mortgagee may determine in its sole and absolute discretion.

19. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Mortgage, the court in which such complaint is filed shall, upon petition by Mortgagee, appoint a receiver for the Premises in accordance with South Carolina Law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Premises (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during said period, including, to the extent permitted by law, the right to lease all or any portion of the Premises for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

20. Mortgagee's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Mortgagor shall, upon demand of Mortgagee, surrender to Mortgagee possession of the Premises. Mortgagee, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts relating thereto, and may exclude Mortgagor and its employees, agents or servants therefrom, and Mortgagee may then hold, operate, manage and control the Premises, either personally or by its agents. Mortgagee shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Mortgagee shall have full power to:

a. cancel or terminate any lease or sublease for any cause or on any ground which would entitle Mortgagor to cancel the same;

777

b. subject to the rights of tenants, elect to disaffirm any lease or sublease which is then subordinate to the lien hereof;

c. extend or modify any then existing leases and to enter into new leases, which extensions, modifications and leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

d. make any repairs, renewals, replacements, alterations, additions, betterments and improvements to the Premises as Mortgagee deems are necessary;

e. use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Premises and conduct the business thereupon;

f. exercise all rights and powers of Mortgagor with respect to the Premises, whether in the name of Mortgagor or otherwise;

g. insure and reinsure the Premises and all risks incidental to Mortgagee's possession, operation and management thereof; and

h. receive all of such avails, rents, issues and profits.

21. Application or Income Received by Mortgagee. Mortgagee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

a. to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include compensation to Mortgagee and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

b. to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

c. to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

22. Additional South Carolina Remedies; Compliance with South Carolina Law. Mortgagee shall have the following rights and remedies, which shall be in addition to, and not in limitation of, any other rights and remedies contained in this Mortgage.

a. Mortgagee may institute proceedings to foreclose this Mortgage, in which case the Premises or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

b. With or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, Mortgagee may institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due;

c. Mortgagee may institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in any of the other Loan Documents;

d. Mortgagee may recover judgment on the Note either before, during or after any proceedings for the enforcement of this Mortgage;

e. Mortgagee may pursue such other rights and remedies as may then be available at law and in equity. To the extent permitted presently or in the future by South Carolina laws, Mortgagee may institute a proceeding or proceedings, judicial or nonjudicial, by advertisement or otherwise, for the complete or partial foreclosure of this Mortgage or the complete or partial sale of the Premises under a power of sale, which power is hereby granted to Mortgagee;

f. In the event of a sale, by foreclosure or otherwise, of less than all of the Premises, this Mortgage shall continue as a lien on the remaining portion of the Premises;

g. Upon the completion of any sale or sales made under or by virtue of this Mortgage, an officer of any court or other authorized person empowered to do so shall execute and deliver to the purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Such officer or other authorized person is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Premises and rights so sold, and for that purpose, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that such officer

or other authorized person shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Mortgage pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor;

h. Upon any sale made under or by virtue of this Mortgage, pursuant to any judicial proceedings or any judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Premises or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Indebtedness the net sales price after deducting therefrom, to the extent allowed by applicable law, the expenses of the sale and costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage;

i. No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Premises or upon any other property of Mortgagor shall affect in any manner or to any extent the lien of this Mortgage upon the Premises or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before;

j. Mortgagee may release, regardless of consideration and without the necessity, for any notice to or a consent by any person or entity, any part of the Premises without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by this Mortgage or the other Loan Documents or their stature as a first and prior lien and security interests in and to the Premises. For payment of the Indebtedness, Mortgagee may resort to any security in such order and manner as Mortgagee may elect;

k. Without limiting the generality of the foregoing, all expenses incurred by Mortgagee incurred in connection with the enforcement of any obligations of Mortgagor hereunder or in any of the other Loan Documents, whether incurred before or after any decree or judgment of foreclosure, shall be added to the Indebtedness and/or by the judgment of foreclosure;

l. If any provision of this Mortgage shall grant to Mortgagee (including Mortgagee acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Paragraph 19 of this Mortgage any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in Mortgagee or in such receiver under South Carolina law in the absence of said provision. Mortgagee and such receiver shall be vested with the powers, rights and remedies granted in South Carolina Law to the full extent permitted by law;

m. If any provision in this Mortgage shall be inconsistent with any provision of South Carolina law, provisions of South Carolina law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with South Carolina law.

23. **Rights Cumulative.** Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

24. **Mortgagee's Right of Inspection.** Mortgagee and its representatives shall have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to Mortgagor, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

25. **Release Upon Payment and Discharge of Mortgagor's Obligations.** Mortgagee shall release this Mortgage and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Mortgagee in connection with the execution of such release.

26. **Notices.** Any notices, communications and waivers under this Mortgage shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier addressed in each case as follows:

To Mortgagee:

Small Business Loan Source LLC
9801 Westheimer, Suite 1100
Houston, Texas 77042
Attention: Ms. Threasa Horton

With a copy to:

McCrary & Clark, L.L.P.
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

To Mortgagor:

MS PRODUCTION SOLUTIONS LLC
Manfred Sprenger and Patricia Sprenger
233 Beverly Road
Greenville, SC 29609

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

27. Waiver of Rights. The Mortgagor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to decree, judgment or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof; and without limiting the foregoing:

a. The Mortgagor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, it being the intent hereof that any and all such rights of reinstatement and redemption of the Mortgagor and of all other persons are and shall be deemed to be hereby waived to the full extent permitted by South Carolina law;

b. The Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to the Mortgagee but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

c. If the Mortgagor is a trustee, Mortgagor represents that the provisions of this paragraph (including the waiver of reinstatement and redemption rights) were made at the express direction of Mortgagor's beneficiaries and the persons having the power of direction over Mortgagor, and are made on behalf of the trust estate of Mortgagor and all beneficiaries of Mortgagor, as well as all other persons mentioned above.

28. Contests. Notwithstanding anything to the contrary herein contained, Mortgagor shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and

any mechanics', materialmen's or other liens or claims for lien upon the Premises (all herein called "Contested Liens"), and no Contested Liens shall constitute an Event of Default hereunder, if, but only if:

a. Mortgagor shall forthwith give notice of any Contested Lien to Mortgagee at the time the same shall be asserted;

b. Mortgagor shall either pay under protest or deposit with Mortgagee the full amount (herein called "Lien Amount") of such Contested Lien, together with such amount as Mortgagee may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Mortgagor may furnish to Mortgagee a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Mortgagee;

c. Mortgagor shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and shall permit Mortgagee to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Mortgagee's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

d. Mortgagor shall pay such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Mortgagor, or (ii) forthwith upon demand by Mortgagee if, in the opinion of Mortgagee, and notwithstanding any such contest, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Mortgagor shall fail so to do, Mortgagee may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of the Mortgagee to obtain the release and discharge of such liens; and at any amount expended by Mortgagee in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Mortgagee may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

29. Expenses Relating to Note and Mortgage.

a. Mortgagor will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Mortgage or any of the other Loan Documents, including without limitation, Mortgagee's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Mortgage and the other Loan Documents, all filing, registration and recording fees and taxes, all other expenses incident to the execution and acknowledgment of this Mortgage and all federal, state, county and municipal taxes, and other taxes (provided Mortgagor shall not be required to pay any income or franchise

taxes of Mortgagee), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Mortgage. Mortgagor recognizes that, during the term of this Mortgage, Mortgagee:

i. May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Mortgagee shall be a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

ii. May make preparations following the occurrence of (an Event of Default hereunder for the commencement of any suit for the foreclosure hereof), which may or may not be actually commenced;

iii. May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Mortgagee's taking possession of and managing the Premises, which event may or may not actually occur;

iv. May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

v. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

vi. May enter into negotiations with Mortgagor or any of its agents, employees or attorneys pertaining to Mortgagee's approval of actions taken or proposed to be taken by Mortgagor which approval is required by the terms of this Mortgage.

b. All expenses, charges, costs and fees described in this Paragraph 29 shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Mortgagor forthwith upon demand.

30. Financial Statements. Mortgagor represents and warrants that the financial statements for Mortgagor and the Premises previously submitted to Mortgagee are true complete and correct in all material respects, disclose all actual and contingent liabilities of Mortgagor or relating to the Premises and do not contain any untrue statement of a material fact or omit to state a fact material to such financial statements. No material adverse change has occurred in the financial condition of Mortgagor or the Premises from the dates of said financial

statements until the date hereof. Mortgagor shall furnish to Mortgagee such financial information regarding Mortgagor, its constituent partners or members, as the case may be, the Premises and any guarantor of the Note as Mortgagee may from time to time reasonably request, which shall include, without any further request therefor, (i) semi-annual financial statements for the Premises including a balance sheet, statement of income and rent roll for the Premises (if applicable), no later than thirty (30) days after the end of each calendar quarter of each year, all in form, scope and detail satisfactory to Mortgagee and certified by the chief financial officer or other appropriate officer, partner or member of Mortgagor, and (ii) annual reviewed financial statements for Mortgagor and the Premises and annual financial statements for any guarantor of the Note certified by such guarantor to be true, correct and complete, in each case, no later than ninety (90) days after the end of each year, together with an unqualified accountant's opinion in a form satisfactory to Mortgagee and an operating budget for the Premises for the next year. Such statements shall also include a calculation of Operating Cash Flow and Debt Service (as such terms are defined in Paragraph 37 below) for the quarter to which they apply and shall be certified by Mortgagor.

31. **Statement of Indebtedness.** Mortgagor, within seven days after being so requested by Mortgagee, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

32. **Further Instruments.** Upon request of Mortgagee, Mortgagor shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Mortgage and of the other Loan Documents.

33. **Additional Indebtedness Secured.** All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Mortgage secures more than the stated principal amount of the Note and interest thereon; this Mortgage secures any and all other amounts which may become due under the Note or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Mortgagee to operate, manage or maintain the Premises or to otherwise protect the Premises or the lien of this Mortgage.

34. **Indemnity.** Mortgagor hereby covenants and agrees that no liability shall be asserted or enforced against Mortgagee in the exercise of the rights and powers granted to Mortgagee in this Mortgage, and Mortgagor hereby expressly waives and releases any such liability. Mortgagor shall indemnify and save Mortgagee harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses (including reasonable attorneys' fees and court costs) (collectively, "Claims") of whatever kind or nature which may be imposed on, incurred by or asserted against Mortgagee at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Mortgagee may or does become a party, either as plaintiff or as a defendant, by reason of this Mortgage or for the purpose of protecting the lien of this Mortgage; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the

ownership, leasing, use, operation or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to Mortgagee in accordance with the terms of this Mortgage; provided, however, that Mortgagor shall not be obligated to indemnify or hold Mortgagee harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Mortgagee. All costs provided for herein and paid for by Mortgagee shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Mortgagee and with interest thereon from the date incurred by Mortgagee until paid at the Default Rate.

35. Subordination of Property Manager's Lien. Any property management agreement for the Premises entered into hereafter with a property manager shall contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through or under the property manager may have in the Premises shall be subject and subordinate to the lien of this Mortgage and shall provide that Mortgagee may terminate such agreement at any time after the occurrence of an Event of Default hereunder. Such property management agreement or a short form thereof, at Mortgagee's request, shall be recorded with the Recorder of Deeds of the county where the Premises are located. In addition, if the property management agreement in existence as of the date hereof does not contain a subordination provision, Mortgagor shall cause the property manager under such agreement to enter into a subordination of the management agreement with Mortgagee, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Mortgage.

36. Compliance with Environmental Laws. Mortgagor acknowledges that concurrently herewith Mortgagor has executed and delivered to Mortgagee an Environmental Indemnity Agreement (the "Indemnity") pursuant to which Mortgagor and Guarantor (as defined in the Note) have fully indemnified Mortgagee for certain environmental matters concerning the Premises, as more particularly described therein. The provisions of the Indemnity are hereby incorporated herein and this Mortgage shall secure the obligations of Mortgagor thereunder. Mortgagor agrees to abide by all of the provisions of the Indemnity.

37. Miscellaneous.

a. Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon and enforceable against Mortgagor and its assigns and other successors. This Mortgage and all provisions hereof shall inure to the benefit of Mortgagee, its successors and assigns and any holder or holders, from time to time, of the Note.

b. Invalidity of Provisions; Governing Law. In the event that any provision of this Mortgage is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Mortgagor and Mortgagee shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Mortgage and the validity and enforceability of the remaining provisions, or portions or

applications thereof, shall not be affected thereby and shall remain in full force and effect This Mortgage is to be construed in accordance with and governed by the laws of the State of South Carolina.

c. **Municipal Requirements.** Mortgagor shall not by act or omission permit any building or other improvement on the Premises not subject to the lien of this Mortgage to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Mortgagor hereby assigns to Mortgagee any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises shall rely on any premises not subject to the lien of this Mortgage or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Mortgagor which would result in a violation of any of the provisions of this subparagraph shall be void.

d. **Rights of Tenants.** Mortgagee shall have the right and option to commence a civil action to foreclose this Mortgage and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of Mortgagee. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Mortgagor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

e. **Option of Mortgagee to Subordinate.** At the option of Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Premises upon the execution by Mortgagee of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

f. **Mortgagee In Possession.** Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises by Mortgagee pursuant to this Mortgage.

g. **Relationship of Mortgagee and Mortgagor.** Mortgagee shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Mortgagor or of any lessee, operator, concessionaire or licensee of Mortgagor in the conduct of their respective businesses, and, without limiting the foregoing, Mortgagee shall not be deemed to be such partner, joint venturer, agent or associate on account of Mortgagee becoming a mortgagee in possession or exercising any rights pursuant to this Mortgage, any of the other Loan Documents, or otherwise. The relationship of Mortgagor and Mortgagee hereunder is solely that of debtor/creditor.

h. **Time of the Essence.** Time is of the essence of the payment by

Mortgagor of all amounts due and owing to Mortgagee under the Note and the other Loan Documents and the performance and observance by Mortgagor of all terms, conditions, obligations and agreements contained in this Mortgage and the other Loan Documents.

i. No Merger. The parties hereto intend that the Mortgage and the lien hereof shall not merge in fee simple title to the Premises, and if Mortgagee acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by Mortgagee as evidenced by an express statement to that effect in an appropriate document duly recorded, this Mortgage and the lien hereof shall not merge in the fee simple title and this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

j. Maximum Indebtedness. Notwithstanding anything contained herein to the contrary, the total amount of the Indebtedness secured hereby represented by the Note may increase or decrease from time to time, but at no time shall the total principal amount of the Indebtedness represented by the Note secured hereby exceed the maximum secured amount of One Million Four Hundred Fifty-Seven Thousand and NO/100 Dollars ($1,457,000.00), which shall be the last dollar of principal Indebtedness paid. The foregoing dollar limitation shall apply only to principal and shall not apply to the other portions of the Indebtedness, including, but not limited to, interest and sums expended or incurred for the protection of security or for the enforcement of rights and remedies. In no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Note.

k. Consent to Jurisdiction. TO INDUCE MORTGAGEE TO ACCEPT THE NOTE, MORTGAGOR IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGEE'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS MORTGAGE WILL BE LITIGATED IN COURTS HAVING SITUS IN SOUTH CAROLINA. MORTGAGOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN SOUTH CAROLINA, WAIVES PERSONAL SERVICE OF PROCESS UPON MORTGAGOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL DIRECTED TO MORTGAGOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.

l. Waiver of Jury Trial. MORTGAGOR AND MORTGAGEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS MORTGAGE OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS MORTGAGE OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS MORTGAGE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT

BEFORE A JURY. MORTGAGOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST MORTGAGEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS MORTGAGE ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

m. **Complete Agreement.** This Mortgage, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended except by an agreement in writing signed by both Mortgagor and Mortgagee.

n. **Intentionally Deleted.**

o. **Foreclosure by Power of Sale.** If permitted under the laws of the State where the property is situated, Borrower/Mortgagor hereby grants to Mortgagee the right to foreclose this Mortgage by power of sale pursuant to applicable law. If Lender elects to foreclose by power of sale, Lender shall give notice in the manner required by applicable law to Borrower and any other person entitled to notice pursuant to applicable law.

p. **Waiver of Appraisement.** In any judicial action to foreclose this Mortgage, appraisement of the Mortgaged Property is hereby waived, or not waived, at Lender's option, which option shall be exercised at the time a written judgment is signed by the court, or at any time prior thereto. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the Mortgaged Property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Mortgaged Property is used as a dwelling place as defined in Sec. 12-37-250 of the South Carolina Code.

38. **SBA Loan.** This provision shall apply if the loan secured hereby is guaranteed, in whole or in part, by the United States Small Business Administration. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using

these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

39. No Claim of Credit for Taxes. Mortgagor will not make deduction from or claim credit on the principal or interest secured by this Mortgage by reason of any governmental taxes, assessments or charges. Mortgagor will not claim any deduction from the taxable value of the Premises by reason of this Mortgage.

40. HOMESTEAD WAIVER. Mortgagor/Borrower waives all rights of homestead exemption in the Mortgaged Property to the extent allowed by Applicable Law.

41. Adjustable Rate Loan. The Note secured hereby contains provisions for an adjustable interest rate as more fully set forth in said Note and incorporated herein for all purposes.

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

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

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

EXECUTED on the date first written above.

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

By: _____
Manfred Sprenger, Sole Member/Manager

MANFRED SPRENGER

P. Sprenger
PATRICIA SPRENGER

Witnessed:

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MANFRED SPRENGER, Individually and as Sole Member/Manager of MS PRODUCTION SOLUTIONS LLC, a South Carolina Limited Liability Company, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

Notary Public For SC
My Comm Exp 5/03/11

STATE OF SOUTH CAROLINA §

§

COUNTY OF GREENVILLE §

I, David W. Holmes, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICIA SPRENGER, who personally came before me and is known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses, purposes and in the capacity therein set forth.

GIVEN under by hand and notarial seal, this 17th day of August, 2007.

Notary Public for SC
My Comm Exp 5/03/11

After Recordation, return to:

McCrary & Clark, LLP
Attorneys at Law
3900 Essex Lane, Suite 620
Houston, Texas 77027

APPENDIX 931

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A NAME & PHONE OF CONTACT AT FILER (optional)
Phone:(800) 331-3282 Fax: (818) 662-4141

B SEND ACKNOWLEDGEMENT TO: (Name and Address)
5940 SMALL BUSINESS

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

11981693

SCSC

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1 DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: MS Production Solutions LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
233 Beverly Road	Greenville	SC	29609	USA

1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		LLC	SC	[X] NONE

2 ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME: Szabo Steel Fabricators

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
233 Beverly Road	Greenville	SC	29609	USA

2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
		DBA	SC	[X] NONE

3 SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Small Business Loan Source, LLC

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
9801 Westheimer Rd, 11th Floor	Houston	TX	77042	USA

4 This FINANCING STATEMENT covers the following collateral:

ALL OF THE BUSINESS PERSONAL PROPERTY OF THE DEBTOR AT OR ARISING OUT OF THE FOLLOWING LOCATION, OR WHEREVER LOCATED INCLUDING WITHOUT LIMITATION ALL ACCOUNTS, CHATTEL PAPER, INVENTORY, EQUIPMENT, INSTRUMENTS, INVESTMENT PROPERTY, DOCUMENTS, DEPOSIT ACCOUNTS, LETTER OF CREDIT RIGHTS, GENERAL INTANGIBLES, FURNITURE, BUILDING MATERIALS AND FIXTURES AT OR ARISING OUT OF THAT LOCATION, WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, LAWSUITS, GENERAL INTANGIBLES, AND ACCOUNT PROCEEDS) AND ALL REMEDIES OR CLAIMS WITH RESPECT TO ANY THEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]: [ ] LESSEE/LESSOR [ ] CONSIGNEE/CONSIGNOR [ ] BAILEE/BAILOR [ ] SELLER/BUYER [ ] AG LIEN [ ] NON-UCC FILING

6. [ ] This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] [ ] All Debtors [ ] Debtor 1 [ ] Debtor 2

8. OPTIONAL FILER REFERENCE DATA
11981693 PLP 263-273-5006 PLP 263-273-5006

FILING OFFICE COPY - NATIONAL UCC FINANCING

070828-1052023 UCC-1 FINANCING STATEMENT
Lapse Date 08/28/2012 10 52 02 Filing Fee 8 ORIG

Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071

DEFENDANT'S EXHIBIT 3 793

SZABO STEEL
EQUIPMENT LIST
June 2007

#	S/N	Item Description	
628	JG041G11	Miller Deltaweld 400	$ 5,000
628	V1000812680	Lincoln wirefeed LN-7	$ 1,000
631	5523050	Buffalo Iron Worker	$ 3,500
	30887133	Ellis mitre saw	$ 7,000
	H10316A17702611	Thermal arc pak-10, plasma cutting system	$ 5,500
624	JE764286	Miller deltaweld 450	$ 4,500
624	V1000812619	Lincoln wirefeed LN-7	$ 1,000
	V1040717027	Lincoln precision Tig 276	$ 6,000
628		Airco DV250	$ 3,000
	7046	Lincoln magnonl spool gun	$ 2,500
629		Notcher (pipe)	$ 2,500
600	AC398082	Lincoln arch welder	$ 4,000
626	HH057528	Miller welder	$ 4,000
626	LN000812599	Lincoln wire feeder LN-7	$ 1,000
	4960152	ER collins pipe bending machine	$ 7,000
627	H239855	Kalamazoo saw	$ 3,500
		Piranha ironworker / shear	$ 34,000
618	HH004520	Miller wire feeder	$ 1,000
618	HH014706	Miller welder	$ 4,000
	809 / 29066 / 1972	Muban ironworker (rebar cutter)	$ 1,500
	0900	Rol-Air Compressor	$ 900
		Small bender for ladders	$ 2,000
		Big bender for ladders	$ 3,500
	C2730137	Linde CE301HW - Union Carbide	$ 1,000
	2923	Barnes Drill	$ 5,000
	B014-1466	Enco milling & drilling machine	$ 4,500
	319802	Ridgid 535 pipe machine	$ 1,000
642		Buffalo Iron Worker	$ 2,500
	AC528489	Ideal arc welder R35-400	$ 1,000
	98122	Lincoln wire feeder LN-7	$ 600
	HH098100	Miller matic wire feeder	$ 500
		L-Tec 1500E welding machine	$ 1,000
	76-3771	Rockwell drilling machine	$ 2,000
620	HK307785	Miller MP45E welder	$ 4,000
620	V1000812610	Lincoln wire feeder	$ 800
	80D02005	Ellis drill press	$ 3,000
	33121060	Bono's saw	$ 2,000
619	HK342646	Miller MP-45E welder	$ 5,000
619	V1000209113	Lincoln wire feeder LN-7	$ 1,000
	40010008	Amada saw	$ 12,000
	149/414/28	Mubea ironworker	$ 2,500
627	HJ134980	Miller welder not in use	$ 2,500
	HF840848	Miller arc welder	$ 4,000
1	50230722	Milwaukee mag drill	$ 800
2	Model #10914	Hougen mag drill	$ 800
3	Model #10914	Hougen mag drill	$ 800
4	Model #10914	Hougen mag drill	$ 800
5	Model #10914	Hougen mag drill	$ 800
		Office equip (Lot)	$ 5,000
		Paint Sprayer	$ 1,500
		Overhead crane 2.5T	$ 2,500
		Overhead crane 3.0T	$ 3,000
	1FDPK70U3FVA44621	Ford F7000	$ 4,000
	1FDJF37LXFNA00227	Ford F 350	$ 2,500
	1FTEF1SN5RNB06135	Ford F150	$ 3,600
	1FMCA11U3PZ61280	Ford van	$ 1,500
			$ 191,200

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
DETRICE GRISBY 3145922623

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
FIRST BANK
600 JAMES S MCDONNELL BLVD
HAZELWOOD, MO 63042

SC SECRETARY OF STATE
120405-1230069 NS
Date: 4/5/2012
Time: 12:30 PM
Page Count: 1 Pg
Debtor Count:
Filing Fees: $8.00
Electronic Records Access: $8.00
Total: $16.00
Order ID# 5423516

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
070828-1052023

1b. [ ] This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [ ] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [X] 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.

[X] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
[ ] DELETE name: Give record name to be deleted in item 6a or 6b.
[ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
SMALL BUSINESS LOAN SOURCE LLC

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
FIRST BANK

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
9801 WESTHEIMER RD, 11TH FLOOR	HOUSTON	TX	77042	US

7d. TAX ID# (Organizations)	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
DO NOT PROVIDE				[ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
SMALL BUSINESS LOAN SOURCE LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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

UCC FINANCING STATEMENT AMENDMENT (UCC-3)

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
DETRICE GRISBY 3145922623

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

FIRST BANK
600 JAMES S MCDONNELL BLVD

HAZELWOOD, MO 63042

SC SECRETARY OF STATE
120405-1221466 NS
Lapse Date: 08/28/2017
Date: 4/5/2012
Time: 12:21 PM
Page Count: 1 Pg
Debtor Count: 0
Filing Fees: $8.00
Electronic Records Access: $8.00
Total: $16.00
Order ID# 5423456

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
070828-1052023

1b. [ ] This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [ ] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [X] 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

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 PROVIDE				[ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
SMALL BUSINESS LOAN SOURCE LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

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

GUARANTY AGREEMENT

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

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

1. The term "Guaranteed Indebtedness", as used herein means all of the debt under the loan, as defined in the Loan Agreement, together with all reasonable charges and expenses incurred by Lender in enforcement of this Guaranty Agreement. The term "Guaranteed Indebtedness" shall include any and all post-petition interest and expenses (including attorneys' fees) whether or not allowed under any bankruptcy, insolvency, or other similar law.

2. This instrument shall be an absolute, continuing, irrevocable, and unconditional guaranty of payment and performance, and not a guaranty of collection, and Guarantor shall remain liable on its obligations hereunder until the payment and performance in full of the Guaranteed Indebtedness. No set-off, counterclaim, recoupment, reduction, or diminution of any obligation, or any defense of any kind or nature which Borrower may have against Lender or any other party, or which Guarantor may have against Borrower, Lender, or any other party, shall be available to, or shall be asserted by, Guarantor against Lender or any subsequent holder of the Guaranteed Indebtedness or any part thereof or against payment of the Guaranteed Indebtedness or any part thereof.

3. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Guaranty Agreement, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

4. In the event of default by Borrower in payment or performance of the Guaranteed Indebtedness, or any part thereof, when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America and it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Guaranteed Indebtedness or to enforce any rights against any collateral which shall ever have been given to secure such Guaranteed Indebtedness. In the event such payment is made by Guarantor, then Guarantor shall be subrogated to the rights then held by Lender with respect to the Guaranteed Indebtedness to the extent to which the Guaranteed Indebtedness was

DEFENDANT'S EXHIBIT 4 3/2/16

PS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Guarantor represents and warrants to Lender as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

paid to Guarantor by Borrower or any other person or entity on account of the Subordinated Indebtedness, such sums shall be held in trust by Guarantor for the benefit of Lender and shall forthwith be paid to Lender without affecting the liability of Guarantor under this Guaranty Agreement and may be applied by Lender against the Guaranteed Indebtedness in such order and manner as Lender may determine in its sole discretion. Upon the request of Lender, Guarantor shall execute, deliver, and endorse to Lender such documents and instruments as Lender may request to perfect, preserve, and enforce its rights hereunder. For purposes of this Guaranty Agreement, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Borrower to Guarantor (except the obligation to distribute cash to Guarantor to pay the Federal income tax liability of Guarantor resulting from the allocation to Guarantor of a portion of Borrower's taxable income due to Borrower's status as an S corporation under the Internal Revenue Code), whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Borrower thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such indebtedness, liabilities, or obligations are evidenced by a note, contract, open account, or otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter, be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTOR:

Patricia Sprenger

P. Sprenger
Patricia Sprenger

Address: 16100 Heron Run Dr.
Tega Cay, SC 29708

THE STATE OF SOUTH CAROLINA §
§
COUNTY OF GREENVILLE §

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

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

U.S. Small Business Administration

NOTE

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

1. PROMISE TO PAY:

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

2. DEFINITIONS:

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

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

"Loan" means the loan evidenced by this Note.

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

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

DEFENDANT'S EXHIBIT 5 3/2/16

3. PAYMENT TERMS:

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

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

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

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

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

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

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

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

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

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

Loan Prepayment:

Notwithstanding any provision in this Note to the contrary:

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

a. Give Lender written notice;

b. Pay all accrued interest; and

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

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

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

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

4. DEFAULT:

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

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

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

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

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

6. LENDER'S GENERAL POWERS:

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

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

7. WHEN FEDERAL LAW APPLIES:

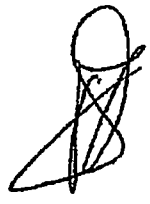
When SBA is the holder, this Note will be interpreted and enforced under federal law, including SBA regulations. Lender or SBA may use state or local procedures for filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using such procedures, SBA does not waive any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

8. SUCCESSORS AND ASSIGNS:

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

9. GENERAL PROVISIONS:

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



10. STATE-SPECIFIC PROVISIONS:

NONE

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

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

MS Production Solutions LLC DBA Szabo Steel Fabricators

Signature: _____ Date: 08/17/07

Manfred Szabo Manager Member

GUARANTY AGREEMENT

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

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

1. The term "Guaranteed Indebtedness", as used herein means all of the debt under the loan, as defined in the Loan Agreement, together with all reasonable charges and expenses incurred by Lender in enforcement of this Guaranty Agreement. The term "Guaranteed Indebtedness" shall include any and all post-petition interest and expenses (including attorneys' fees) whether or not allowed under any bankruptcy, insolvency, or other similar law.

2. This instrument shall be an absolute, continuing, irrevocable, and unconditional guaranty of payment and performance, and not a guaranty of collection, and Guarantor shall remain liable on its obligations hereunder until the payment and performance in full of the Guaranteed Indebtedness. No set-off, counterclaim, recoupment, reduction, or diminution of any obligation, or any defense of any kind or nature which Borrower may have against Lender or any other party, or which Guarantor may have against Borrower, Lender, or any other party, shall be available to, or shall be asserted by, Guarantor against Lender or any subsequent holder of the Guaranteed Indebtedness or any part thereof or against payment of the Guaranteed Indebtedness or any part thereof.

3. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Guaranty Agreement, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

4. In the event of default by Borrower in payment or performance of the Guaranteed Indebtedness, or any part thereof, when such Guaranteed Indebtedness becomes due, whether by its terms, by acceleration, or otherwise, Guarantor shall promptly pay the amount due thereon to Lender without notice or demand in lawful money of the United States of America and it shall not be necessary for Lender, in order to enforce such payment by Guarantor, first to institute suit or exhaust its remedies against Borrower or others liable on such Guaranteed Indebtedness or to enforce any rights against any collateral which shall ever have been given to secure such Guaranteed Indebtedness. In the event such payment is made by Guarantor, then Guarantor shall be subrogated to the rights then held by Lender with respect to the Guaranteed Indebtedness to the extent to which the Guaranteed Indebtedness was

DEFENDANT'S EXHIBIT 6 3/21/16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Guarantor represents and warrants to Lender as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

paid to Guarantor by Borrower or any other person or entity on account of the Subordinated Indebtedness, such sums shall be held in trust by Guarantor for the benefit of Lender and shall forthwith be paid to Lender without affecting the liability of Guarantor under this Guaranty Agreement and may be applied by Lender against the Guaranteed Indebtedness in such order and manner as Lender may determine in its sole discretion. Upon the request of Lender, Guarantor shall execute, deliver, and endorse to Lender such documents and instruments as Lender may request to perfect, preserve, and enforce its rights hereunder. For purposes of this Guaranty Agreement, the term "Subordinated Indebtedness" means all indebtedness, liabilities, and obligations of Borrower to Guarantor (except the obligation to distribute cash to Guarantor to pay the Federal income tax liability of Guarantor resulting from the allocation to Guarantor of a portion of Borrower's taxable income due to Borrower's status as an S corporation under the Internal Revenue Code), whether such indebtedness, liabilities, and obligations now exist or are hereafter incurred or arise, or whether the obligations of Borrower thereon are direct, indirect, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such indebtedness, liabilities, or obligations are evidenced by a note, contract, open account, or otherwise, and irrespective of the person or persons in whose favor such indebtedness, obligations, or liabilities may, at their inception, have been, or may hereafter, be created, or the manner in which they have been or may hereafter be acquired by Guarantor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTOR:

Manfred Sprenger

Manfred Sprenger

Address: 16100 Heron Run Dr.
Fega Cay SC 29708

THE STATE OF SOUTH CAROLINA §
§
COUNTY OF GREENVILLE §

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

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

E:\gbl\mspproductions.gua

U.S. Small Business Administration

UNCONDITIONAL LIMITED GUARANTEE

SBA Loan #	PLP 263-273-6008
SBA Loan Name	Szabo Steel Fabricators
Guarantor	Patricia Sprenger
Borrower	MS Production Solutions LLC DBA Szabo Steel Fabricators
Lender	Small Business Loan Source LLC
Date	
Note Amount	$1,457,000.00

1. GUARANTEE:

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

2. NOTE:

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

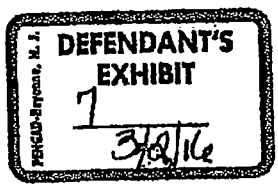
3. DEFINITIONS:

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

"Loan" means the loan evidenced by the Note.

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

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



4. PAYMENT LIMITATION: *(Check only one box)*

☐ BALANCE REDUCTION: The guarantee is of all amounts owing under the Note, and will continue until the total of all amounts owing under the Note is reduced below $ _____, at which time Guarantor will be released from liability if the Note is not in default.

☐ PRINCIPAL REDUCTION: The guarantee is of all amounts owing under the Note, and will continue until the outstanding principal balance of the Note is reduced below $ _____, at which time Guarantor will be released from liability if the Note is not in default.

☐ MAXIMUM LIABILITY: The guarantee is limited to Guarantor's payment of $ _____

☐ PERCENTAGE: The guarantee is limited to Guarantor's payment of _____ % of all amounts owing under the Note at the time demand is first made on Guarantor, plus the same percentage of any accrued interest and other costs charged to the Note after demand, until Guarantor fully performs this Guarantee.

☐ TIME: The guarantee is of all amounts owing under the Note. The guarantee will continue until _____ years after the date of the Note (the "Guarantee Period"). If Borrower is in default at the end of the Guarantee Period, the guarantee will continue until all defaults are cured.

☐ COLLATERAL/RECOURSE: The guarantee is limited to the amount Lender obtains from the following Collateral pledged by Guarantor:

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

5. LENDER'S GENERAL POWERS:

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

A. Modify the terms of the Note or any other Loan Document except to increase the amounts due under the Note;

B. Refrain from taking any action on the Note, the Collateral, or any guarantee;

C. Release any Borrower or any guarantor of the Note;

D. Compromise or settle with the Borrower or any guarantor of the Note;

E. Substitute or release any of the Collateral, whether or not Lender receives anything in return;

F. Foreclose upon or otherwise obtain, and dispose of, any Collateral at public or private sale, with or without advertisement;

G. Bid or buy at any sale of Collateral by Lender or any other lienholder, at any price Lender chooses; and

H. Exercise any rights it has, including those in the Note and other Loan Documents.

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

6. FEDERAL LAW:

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

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

To the extent permitted by law,

A. Guarantor waives all rights to:
   1) Require presentment, protest, or demand upon Borrower;
   2) Redeem any Collateral before or after Lender disposes of it;
   3) Have any disposition of Collateral advertised; and
   4) Require a valuation of Collateral before or after Lender disposes of it.

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

C. Guarantor waives defenses based upon any claim that:
   1) Lender failed to obtain any guarantee;
   2) Lender failed to obtain, perfect, or maintain a security interest in any property offered or taken as Collateral;
   3) Lender or others improperly valued or inspected the Collateral;
   4) The Collateral changed in value, or was neglected, lost, destroyed, or underinsured;

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

8. DUTIES AS TO COLLATERAL:

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

9. SUCCESSORS AND ASSIGNS:

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

10. GENERAL PROVISIONS:

A. ENFORCEMENT EXPENSES. Guarantor promises to pay all expenses Lender incurs to enforce this Guarantee, including, but not limited to, attorney's fees and costs.

B. SBA NOT A CO-GUARANTOR. guarantor with Guarantor. Guarantor has no right of contribution from SBA.

C. SUBROGATION RIGHTS. Guarantor has no subrogation rights as to the Note or the Collateral until the Note is paid in full.

D. JOINT AND SEVERAL LIABILITY. All individuals and entities signing as Guarantor are jointly and severally liable.

E. DOCUMENT SIGNING. Guarantor must sign all documents necessary at any time to comply with the Loan Documents and to enable Lender to acquire, perfect, or maintain Lender's liens on Collateral.

F. FINANCIAL STATEMENTS. Guarantor must give Lender financial statements as Lender requires.

G. LENDER'S RIGHTS CUMULATIVE, NOT WAIVED. Lender may exercise any of its rights separately or together, as many times as it chooses. Lender may delay or forgo enforcing any of its rights without losing or impairing any of them.

H. ORAL STATEMENTS NOT BINDING. Guarantor may not use an oral statement to contradict or alter the written terms of the Note or this Guarantee, or to raise a defense to this Guarantee.

I. SEVERABILITY. If any part of this Guarantee is found to be unenforceable, all other parts will remain in effect.

J. CONSIDERATION. The consideration for this Guarantee is the Loan or any accommodation by Lender as to the Loan.

11. STATE-SPECIFIC PROVISIONS:

NONE

12. GUARANTOR ACKNOWLEDGMENT OF TERMS.

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

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

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

Patricia Sprenger

Signature		Date
P. Sprenger Patricia Sprenger	Individually	08-17-07

4:05 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bank of America						
Check	01/02/2012					52,957.00
Bill Pmt -Check	01/02/2012	52810	Boss Bolt		4,166.18	48,790.82
Bill Pmt -Check	01/02/2012	52811	DuBose Steel Inc		109.33	48,681.49
Bill Pmt -Check	01/02/2012	52812	LDI Reproprinting Centers		16,654.58	32,026.91
Bill Pmt -Check	01/02/2012	52813	Mass Mutual		536.96	31,489.95
Bill Pmt -Check	01/02/2012	52814	Suburban Propane		1,245.31	30,244.64
Bill Pmt -Check	01/02/2012	52815	The Copy Spot, Inc.		110.12	30,134.52
Bill Pmt -Check	01/02/2012	52816	Waste Management		108.00	30,026.52
Check	01/06/2012				34.80	29,991.72
Bill Pmt -Check	01/09/2012	52817	DuBose Steel Inc		4,022.99	25,968.73
Bill Pmt -Check	01/09/2012	52818	First Bank		6,774.81	19,193.92
Bill Pmt -Check	01/09/2012	52819	Greenville County Tax Colle...		5,221.60	13,972.32
Bill Pmt -Check	01/09/2012	52820	Lowe's Business Account		12,519.33	1,452.99
Deposit	01/09/2012				119.00	1,333.99
General Journal	01/09/2012	131		800.00		2,133.99
Check	01/10/2012	52821	Dave Schemanski		28.21	2,105.78
Check	01/16/2012				100.00	2,005.78
Check	01/16/2012	52822	Patricia Sprenger		4,008.92	-2,003.14
Bill Pmt -Check	01/16/2012	52823	BB&T Financial, FSB		50,000.00	-52,003.14
Bill Pmt -Check	01/16/2012	52824	Boss Bolt		146.00	-52,149.14
Bill Pmt -Check	01/16/2012	52825	DuBose Steel Inc		3,495.37	-55,644.51
Bill Pmt -Check	01/16/2012	52826	Greenville Water System		12,251.50	-67,896.01
Bill Pmt -Check	01/16/2012	52827	Home Depot		158.02	-68,054.03
Bill Pmt -Check	01/16/2012	52828	LDI Reproprinting Centers		144.13	-68,198.16
Bill Pmt -Check	01/16/2012	52829	Triad Metals International		633.89	-68,832.05
Bill Pmt -Check	01/18/2012	52831	American Express		20,410.65	-89,242.70
Bill Pmt -Check	01/19/2012	52832	AT&T Mobile Phone		2,000.00	-91,242.70
Bill Pmt -Check	01/19/2012	52833	BMW Credit Card		439.88	-91,682.58
Bill Pmt -Check	01/19/2012	52834	Charter Communications		2,000.00	-93,682.58
Bill Pmt -Check	01/19/2012	52835	Diamond Springs		378.01	-94,060.59
Bill Pmt -Check	01/19/2012	52836	Duke Energy		1.05	-94,061.64
Bill Pmt -Check	01/19/2012	52837	Greenville County Tax Colle...		486.14	-94,547.78
Bill Pmt -Check	01/19/2012	52838	Regional Flatbed Services, ...		301.71	-94,849.49
Bill Pmt -Check	01/19/2012	52839	Saunders & Company, PA		650.00	-95,499.49
Bill Pmt -Check	01/19/2012	52840	Waste Management		97.00	-95,596.49
Check	01/23/2012				34.80	-95,631.29
Check	01/27/2012				3,759.17	-99,390.46
Check	01/30/2012	52843	Patricia Sprenger		3,771.02	-103,161.48
Deposit	01/30/2012				6,000.00	-111,161.48
Check	02/01/2012	52844	Campbell Crane &Boom	450.00		-110,711.48
Check	02/06/2012				321.00	-111,032.48
Deposit	02/06/2012				3,943.78	-114,976.26
Bill Pmt -Check	02/06/2012	52845	Collins Electric Co., Inc	37,533.53		-77,442.73
Bill Pmt -Check	02/06/2012	52846	DuBose Steel Inc		744.00	-78,186.73
Bill Pmt -Check	02/06/2012	52847	Froehling & Robertson, Inc		9,131.00	-87,317.73
Bill Pmt -Check	02/06/2012	52848	Fuller Consulting Engineers, ..		335.00	-87,652.73
Bill Pmt -Check	02/06/2012	52849	Goodrich Drafting Inc		1,362.30	-89,015.03
Bill Pmt -Check	02/06/2012	52850	J Grady Randolph Trucking		400.00	-89,415.03
Bill Pmt -Check	02/06/2012	52851	Lyntec Fabrication		3,500.00	-92,915.03
Bill Pmt -Check	02/06/2012	52852	Regional Flatbed Services, ...		158.43	-93,073.46
Bill Pmt -Check	02/06/2012	52853	Suburban Propane		800.00	-93,873.46
Bill Pmt -Check	02/06/2012	52854	The Copy Spot, Inc.		306.01	-94,179.47
Bill Pmt -Check	02/06/2012	52855	The UPS Store #3018		135.14	-94,314.61
Bill Pmt -Check	02/06/2012	52856	Weldor's Supply House, Inc		399.62	-94,714.23
Check	02/06/2012		Larry D. Cohen		1,596.28	-96,310.51
Bill Pmt -Check	02/06/2012	52857	Triad Metals International		5,000.00	-101,310.51
Bill Pmt -Check	02/06/2012	52858	Triad Metals International		13,671.91	-114,982.42
Bill Pmt -Check	02/06/2012	52859	New Millennium Building Sy...		16,807.81	-131,790.23
Deposit	02/06/2012				116,661.00	-248,451.23
Bill Pmt -Check	02/06/2012	52860	Allied Crawford (Greenville)	116,661.00		-131,790.23
Bill Pmt -Check	02/06/2012	52861	DuBose Steel Inc		79,696.28	-211,386.51
Deposit	02/06/2012				94,957.46	-306,343.96
Check	02/08/2012	52863	Chandler Insurance	174,526.73		-131,817.23
Check	02/14/2012				10,503.30	-142,320.53
Check	02/14/2012	52864	David Schemanski		3,851.73	-146,172.26
Check	02/17/2012	52865			250.00	-146,422.26
Bill Pmt -Check	02/20/2012	52866	AT&T Mobile Phone		3,799.17	-150,221.43
Bill Pmt -Check	02/20/2012	52867	Charter Communications		455.64	-150,677.07
					376.05	-151,053.12

DEFENDANT'S EXHIBIT 8 3/2/16

4:06 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	02/20/2012	52868	Duke Energy		426.87	-151,478.99
Bill Pmt -Check	02/20/2012	52869	Greenville Water System		43.24	-151,522.23
Bill Pmt -Check	02/20/2012	52870	Home Depot		311.63	-151,833.86
Bill Pmt -Check	02/20/2012	52871	Lowe's Business Account		112.00	-151,945.86
Deposit	02/21/2012			5,000.00		-146,945.86
Bill Pmt -Check	02/21/2012	52872	American Express		2,000.00	-148,945.86
Bill Pmt -Check	02/23/2012	52873	BMW Credit Card		2,000.00	-150,945.86
Check	02/24/2012				3,680.47	-154,626.33
Check	02/27/2012	52874	Campbell Crane &Boom		724.85	-155,351.18
Check	03/02/2012				3,836.04	-159,187.22
Deposit	03/02/2012			153,000.00		-6,187.22
Check	03/02/2012	52875	Patricia Sprenger		8,000.00	-14,187.22
Bill Pmt -Check	03/02/2012	52876	AZZ Galvanizer		326.83	-14,514.05
Bill Pmt -Check	03/02/2012	52877	BB&T Financial, FSB		146.00	-14,660.05
Bill Pmt -Check	03/02/2012	52878	Bose Bolt		3,643.76	-18,303.81
Bill Pmt -Check	03/02/2012	52879	City of Greenville		80.00	-18,383.81
Bill Pmt -Check	03/02/2012	52880	DuBose Steel Inc		29,077.48	-47,461.29
Bill Pmt -Check	03/02/2012	52881	Eagle Bridges Marathon		1,295.00	-48,756.29
Bill Pmt -Check	03/02/2012	52882	First Bank		5,482.69	-54,238.98
Bill Pmt -Check	03/02/2012	52883	LDI Reproprinting Centers		710.24	-54,949.22
Bill Pmt -Check	03/02/2012	52884	Regional Flatbed Services, ...		1,460.00	-56,399.22
Bill Pmt -Check	03/02/2012	52885	Saunders & Company, PA		128.00	-56,527.22
Bill Pmt -Check	03/02/2012	52886	State Auto Insurance Co		2,643.42	-59,170.64
Bill Pmt -Check	03/02/2012	52887	Suburban Propane		82.82	-59,253.46
Bill Pmt -Check	03/02/2012	52888	The Copy Spot, Inc.		277.21	-59,530.67
Bill Pmt -Check	03/02/2012	52889	The UPS Store #3018		144.02	-59,674.69
Bill Pmt -Check	03/02/2012	52890	Triad Metals International		4,225.54	-63,900.23
Bill Pmt -Check	03/02/2012	52891	Weldor's Supply House, Inc		4,162.84	-68,063.07
Bill Pmt -Check	03/06/2012	52892	Foothills Unlimited, LLC		600.00	-68,663.07
Bill Pmt -Check	03/06/2012	52893	Fuller Consulting Engineers,...		433.95	-69,097.02
Bill Pmt -Check	03/06/2012	52894	J Grady Randolph Trucking		1,750.00	-70,847.02
Bill Pmt -Check	03/06/2012	52896	Regional Flatbed Services, ...		650.00	-71,497.02
Bill Pmt -Check	03/06/2012	52897	Saunders & Company, PA		102.00	-71,599.02
Bill Pmt -Check	03/06/2012	52898	Suburban Propane		243.01	-71,842.03
Bill Pmt -Check	03/06/2012	52899	The Copy Spot, Inc.		19.50	-71,861.53
Bill Pmt -Check	03/06/2012	52900	The UPS Store #3018		33.89	-71,895.42
Bill Pmt -Check	03/06/2012	52901	Triad Metals International		19,686.18	-91,581.60
Bill Pmt -Check	03/06/2012	52902	Weldor's Supply House, Inc		847.50	-92,429.10
Bill Pmt -Check	03/06/2012	52903	Westfield Bank, FSB		3,163.61	-95,592.71
General Journal	03/08/2012	133			8.36	-95,591.07
Bill Pmt -Check	03/09/2012	52904	Hardwick Company		34,900.00	-130,491.07
Check	03/09/2012				3,869.12	-134,360.19
Bill Pmt -Check	03/16/2012	52905	Infra-Metals		2,359.76	-136,719.95
Check	03/16/2012				3,774.66	-140,494.61
Bill Pmt -Check	03/19/2012	52906	American Express		2,000.00	-142,494.61
Bill Pmt -Check	03/19/2012	52907	City of Greenville		91.51	-142,586.12
Bill Pmt -Check	03/19/2012	52908	Diamond Springs		28.20	-142,614.32
Bill Pmt -Check	03/19/2012	52909	Duke Energy		423.57	-143,037.89
Bill Pmt -Check	03/19/2012	52910	Greenville Water System		32.98	-143,070.87
Bill Pmt -Check	03/19/2012	52911	Home Depot		134.00	-143,204.87
Bill Pmt -Check	03/19/2012	52912	Regional Flatbed Services, ...		1,300.00	-144,504.87
Bill Pmt -Check	03/19/2012	52913	Suburban Propane		276.04	-144,780.91
Bill Pmt -Check	03/19/2012	52914	The Copy Spot, Inc.		215.42	-144,996.33
Bill Pmt -Check	03/19/2012	52915	Weldor's Supply House, Inc		188.28	-145,184.61
Bill Pmt -Check	03/20/2012	52916	Infra-Metals		1,910.22	-147,094.83
Check	03/23/2012				3,913.79	-151,008.62
Bill Pmt -Check	03/26/2012	52917	BMW Credit Card		1,000.00	-152,008.62
Deposit	03/27/2012			101,900.00		-50,108.62
Bill Pmt -Check	03/27/2012	52918	DuBose Steel Inc		33,744.72	-83,853.34
Bill Pmt -Check	03/27/2012	52919	Infra-Metals		955.01	-84,808.35
Bill Pmt -Check	03/27/2012	52920	AT&T Mobile Phone		440.78	-85,249.13
Bill Pmt -Check	03/27/2012	52921	Charter Communications		378.01	-85,627.14
Bill Pmt -Check	03/28/2012	52922	Ernest Fuller Trucking Com...		550.00	-86,177.14
Check	03/29/2012				3,975.96	-90,153.10
Bill Pmt -Check	03/30/2012	52923	AZZ Galvanizer		392.98	-90,546.08
Bill Pmt -Check	03/30/2012	52924	Boss Bolt		351.39	-90,897.47
Bill Pmt -Check	03/30/2012	52925	First Bank		5,376.99	-96,274.46
Bill Pmt -Check	03/30/2012	52926	Goodrich Drafting Inc		500.00	-96,774.46
Bill Pmt -Check	03/30/2012	52927	Integrity Fire & Safety Inc		182.48	-96,956.94

4:05 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	03/30/2012	52928	LDI Reproprinting Centers		661.33	-97,618.27
Bill Pmt -Check	03/30/2012	52929	Saunders & Company, PA		170.04	-97,788.31
Bill Pmt -Check	03/30/2012	52930	Suburban Propane		120.45	-97,908.76
Bill Pmt -Check	03/30/2012	52931	The Copy Spot, Inc.		561.08	-98,469.84
Bill Pmt -Check	03/30/2012	52932	Triad Metals International		6,188.95	-104,658.79
Bill Pmt -Check	03/30/2012	52933	Weldor's Supply House, Inc		2,611.93	-107,270.72
Check	03/30/2012	52934	Patricia Sprenger		8,000.00	-115,270.72
Bill Pmt -Check	03/30/2012	52935	Triad Metals International		16,480.30	-131,751.02
Check	04/03/2012	52936	Infra-Metals		338.00	-132,089.02
Check	04/05/2012				3,952.85	-136,041.87
Check	04/10/2012	52937	Ernest Fuller Trucking Com...		550.00	-136,591.87
Bill Pmt -Check	04/10/2012	52938	Mass Mutual		1,245.31	-137,837.18
Check	04/13/2012				3,975.96	-141,813.14
Deposit	04/17/2012			174,526.75		32,713.61
Bill Pmt -Check	04/20/2012	52939	American Express		2,000.00	30,713.61
Bill Pmt -Check	04/20/2012	52940	AT&T Mobile Phone		438.79	30,274.82
Bill Pmt -Check	04/20/2012	52941	Boss Bolt		203.52	30,071.30
Bill Pmt -Check	04/20/2012	52942	Duke Energy		511.76	29,559.54
Bill Pmt -Check	04/20/2012	52943	Home Depot		202.00	29,357.54
Bill Pmt -Check	04/20/2012	52944	Larry D. Cohen		3,052.80	26,304.74
Check	04/20/2012				3,672.74	22,632.00
Deposit	04/23/2012			46,875.75		69,307.75
Bill Pmt -Check	04/23/2012	52945	BB&T Financial, FSB		147.00	69,160.75
Bill Pmt -Check	04/23/2012	52946	BMW Credit Card		4,000.00	65,160.75
Bill Pmt -Check	04/23/2012	52947	Boss Bolt		1,249.82	63,910.93
Bill Pmt -Check	04/23/2012	52948	Charter Communications		375.68	63,535.25
Bill Pmt -Check	04/23/2012	52949	Diamond Springs		35.25	63,500.00
Bill Pmt -Check	04/23/2012	52950	DuBose Steel Inc		17,997.47	45,502.53
Bill Pmt -Check	04/23/2012	52951	Eagle Bridges Marathon		1,490.69	44,011.84
Bill Pmt -Check	04/23/2012	52952	Goodrich Drafting Inc		650.00	43,361.84
Bill Pmt -Check	04/23/2012	52953	Greenville Water System		23.50	43,338.34
Bill Pmt -Check	04/23/2012	52954	J Grady Randolph Trucking		1,700.00	41,638.34
Bill Pmt -Check	04/23/2012	52955	LDI Reproprinting Centers		1,020.21	40,618.13
Bill Pmt -Check	04/23/2012	52956	Powells Trash Service&Rec...		40.00	40,578.13
Bill Pmt -Check	04/23/2012	52957	Saunders & Company, PA		450.00	40,128.13
Bill Pmt -Check	04/23/2012	52958	Smith Metal Fab, Inc		640.00	39,488.13
Bill Pmt -Check	04/23/2012	52959	Suburban Propane		118.84	39,369.29
Bill Pmt -Check	04/23/2012	52960	T M Graphics Inc		5,600.00	33,769.29
Bill Pmt -Check	04/23/2012	52961	The Copy Spot, Inc.		236.22	33,533.07
Bill Pmt -Check	04/23/2012	52962	The UPS Store #3018		468.27	33,064.80
Bill Pmt -Check	04/23/2012	52963	Upstate Computer		195.00	32,869.80
Bill Pmt -Check	04/23/2012	52964	Weldor's Supply House, Inc		914.61	31,955.19
Check	04/23/2012	52965	Dave Schemanski		300.00	31,655.19
Bill Pmt -Check	04/26/2012	52966	Ernest Fuller Trucking Com...		550.00	31,105.19
Check	04/27/2012				3,829.48	27,275.71
Deposit	04/27/2012			113,620.00		140,895.71
Deposit	04/27/2012			21,380.00		162,275.71
Bill Pmt -Check	05/01/2012	52968	BB&T Financial, FSB		297.00	161,978.71
Bill Pmt -Check	05/01/2012	52969	DuBose Steel Inc		1,459.66	160,519.05
Bill Pmt -Check	05/01/2012	52970	Eagle Bridges Marathon		676.68	159,842.37
Bill Pmt -Check	05/01/2012	52971	First Bank		5,145.81	154,696.56
Bill Pmt -Check	05/01/2012	52972	Goodrich Drafting Inc		150.00	154,546.56
Bill Pmt -Check	05/01/2012	52973	J Grady Randolph Trucking		1,700.00	152,846.56
Bill Pmt -Check	05/01/2012	52974	LDI Reproprinting Centers		618.46	152,228.10
Bill Pmt -Check	05/01/2012	52975	The Copy Spot, Inc.		300.34	151,927.76
Bill Pmt -Check	05/01/2012	52976	Triad Metals International		22,466.48	129,461.28
Bill Pmt -Check	05/01/2012	52977	Weldor's Supply House, Inc		457.00	129,004.28
Check	05/01/2012	52978	Patricia Sprenger		8,000.00	121,004.28
Bill Pmt -Check	05/01/2012	52979	Hardwick Company		21,380.00	99,624.28
General Journal	05/03/2012	135			20.48	99,603.80
Check	05/04/2012				3,917.46	95,686.34
Bill Pmt -Check	05/07/2012	52980	First Bank		4,118.33	91,568.01
Bill Pmt -Check	05/07/2012	52981	Surplus Center		3,034.29	88,533.72
Deposit	05/07/2012			15,610.00		104,143.72
Bill Pmt -Check	05/08/2012	52982	DuBose Steel Inc		4,246.00	99,897.72
Bill Pmt -Check	05/08/2012	52983	Eagle Bridges Marathon		834.43	99,063.29
Bill Pmt -Check	05/08/2012	52984	J Grady Randolph Trucking		850.00	98,213.29
Bill Pmt -Check	05/08/2012	52985	LDI Reproprinting Centers		547.84	97,665.45
Bill Pmt -Check	05/08/2012	52986	The Copy Spot, Inc.		248.46	97,416.99

4:05 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Check	05/09/2012		IMS		6,598.79	90,818.20
Check	05/11/2012				4,008.71	86,809.49
Bill Pmt -Check	05/14/2012	52988	Triad Metals International		22,511.01	64,298.48
Check	05/14/2012	52989	True North		7,000.00	57,298.48
Deposit	05/16/2012			15,000.00		72,298.48
Bill Pmt -Check	05/17/2012	52990	American Express		5,000.00	67,298.48
Bill Pmt -Check	05/17/2012	52991	AT&T Mobile Phone		434.05	66,864.43
Bill Pmt -Check	05/17/2012	52992	Boss Bolt		278.40	66,586.03
Bill Pmt -Check	05/17/2012	52993	Diamond Springs		14.10	66,571.93
Bill Pmt -Check	05/17/2012	52994	Duke Energy		408.75	66,163.18
Bill Pmt -Check	05/17/2012	52995	Eagle Bridges Marathon		829.18	65,334.00
Bill Pmt -Check	05/17/2012	52996	Fuller Consulting Engineers,..		1,217.50	64,116.50
Bill Pmt -Check	05/17/2012	52997	Goodrich Drafting Inc		950.00	63,166.50
Bill Pmt -Check	05/17/2012	52998	Greenville Water System		46.24	63,120.26
Bill Pmt -Check	05/17/2012	52999	Home Depot		315.00	62,805.26
Bill Pmt -Check	05/17/2012	53000	J Grady Randolph Trucking		850.00	61,955.26
Bill Pmt -Check	05/17/2012	53001	LDI Reproprinting Centers		278.79	61,676.47
Bill Pmt -Check	05/17/2012	53002	Nelson Stud		497.10	61,179.37
Bill Pmt -Check	05/17/2012	53003	Powells Trash Service&Rec...		40.00	61,139.37
Bill Pmt -Check	05/17/2012	53004	The Copy Spot, Inc.		386.65	60,752.72
Bill Pmt -Check	05/17/2012	53005	The UPS Store #3018		239.59	60,513.13
Check	05/18/2012				3,816.00	56,697.13
Bill Pmt -Check	05/18/2012	53006	VICTEK MACHINERY,INC		394.00	56,303.13
Check	05/18/2012	53007	David Schemanski		400.00	55,903.13
Bill Pmt -Check	05/21/2012	53008	BMW Credit Card		5,000.00	50,903.13
Bill Pmt -Check	05/21/2012	53009	Charter Communications		375.68	50,527.45
Bill Pmt -Check	05/21/2012	53010	Suburban Propane		83.25	50,444.20
Bill Pmt -Check	05/21/2012	53012	DuBose Steel Inc		941.78	49,502.42
Check	05/25/2012				4,591.08	44,911.34
Deposit	05/30/2012			163,857.00		208,768.34
Check	05/30/2012	53013	Patricia Sprenger		8,000.00	200,768.34
Bill Pmt -Check	05/30/2012	53014	BB&T Financial, FSB		300.00	200,468.34
Bill Pmt -Check	05/30/2012	53015	Boss Bolt		2,252.59	198,215.75
Bill Pmt -Check	05/30/2012	53016	DuBose Steel Inc		7,628.02	190,587.73
Bill Pmt -Check	05/30/2012	53017	Eagle Bridges Marathon		1,143.75	189,443.98
Bill Pmt -Check	05/30/2012	53018	Goodrich Drafting Inc		1,500.00	187,943.98
Bill Pmt -Check	05/30/2012	53019	J Grady Randolph Trucking		4,850.00	183,093.98
Bill Pmt -Check	05/30/2012	53020	Klingspor		64.19	183,029.79
Bill Pmt -Check	05/30/2012	53021	LDI Reproprinting Centers		1,165.01	181,864.78
Bill Pmt -Check	05/30/2012	53022	Saunders & Company, PA		230.00	181,634.78
Bill Pmt -Check	05/30/2012	53023	Statesboro Erectors		12,500.00	169,134.78
Bill Pmt -Check	05/30/2012	53024	Suburban Propane		206.37	168,928.41
Bill Pmt -Check	05/30/2012	53025	T M Graphics Inc.		5,600.00	163,328.41
Bill Pmt -Check	05/30/2012	53026	The Copy Spot, Inc.		659.80	162,668.61
Bill Pmt -Check	05/30/2012	53027	The UPS Store #3018		189.70	162,478.91
Bill Pmt -Check	05/30/2012	53028	The Wagner Companies		468.41	162,010.50
Bill Pmt -Check	05/30/2012	53029	Triad Metals International		27,573.80	134,436.70
Bill Pmt -Check	05/30/2012	53030	United Rentals		796.30	133,640.40
Bill Pmt -Check	05/30/2012	53031	Upstate Computer		20.00	133,620.40
Bill Pmt -Check	05/30/2012	53032	Weldor's Supply House, Inc		2,176.71	131,443.69
Bill Pmt -Check	05/30/2012	53033	Stewart and Crouch		5,000.00	126,443.69
Check	05/30/2012	53035	Patricia Sprenger		50,000.00	76,443.69
Check	06/01/2012				4,843.54	71,600.15
Check	06/01/2012	53036	Kevin Sprenger		200.00	71,400.15
Bill Pmt -Check	06/04/2012	53037	First Bank		5,145.81	66,254.34
Bill Pmt -Check	06/04/2012	53038	American Express		4,000.00	62,254.34
Bill Pmt -Check	06/04/2012	53039	Crane America Services		2,889.47	59,364.87
Check	06/04/2012	53040	Diana Sprenger		1,000.00	58,364.87
Bill Pmt -Check	06/05/2012	53041	Greenville Water System		0.59	58,364.28
Bill Pmt -Check	06/05/2012	53042	Powells Trash Service&Rec...		40.00	58,324.28
Bill Pmt -Check	06/07/2012	53043	Greenville Drafting Inc		8,500.00	49,824.28
Bill Pmt -Check	06/07/2012	53044	Home Depot		398.00	49,426.28
Check	06/08/2012				5,951.08	43,475.20
Check	06/08/2012				5,255.84	38,219.36
Check	06/25/2012				4,918.02	33,301.34
Deposit	06/25/2012			60,000.00		93,301.34
Bill Pmt -Check	06/25/2012	53045	AT&T Mobile Phone		447.79	92,853.55
Bill Pmt -Check	06/25/2012	53046	Charter Communications		375.68	92,477.87
Bill Pmt -Check	06/25/2012	53047	DuBose Steel Inc		28,448.86	64,029.01

4:05 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	06/25/2012	53048	Duke Energy		556.37	63,472.64
Bill Pmt -Check	06/25/2012	53049	Eagle Bridges Marathon		1,525.00	61,947.64
Bill Pmt -Check	06/25/2012	53050	Greenville Drafting Inc		4,500.00	57,447.64
Bill Pmt -Check	06/25/2012	53051	LDI Reproprinting Centers		169.66	57,277.98
Bill Pmt -Check	06/25/2012	53052	The Hartford		243.89	57,034.09
Check	06/26/2012	53053	BMW Credit Card		3,000.00	54,034.09
Bill Pmt -Check	06/28/2012	53054	Keith Gibbson		68.00	53,966.09
Check	06/28/2012	53055	Mass Mutual		1,245.31	52,720.78
Bill Pmt -Check	06/29/2012	53056	First Bank		5,381.46	47,339.33
Bill Pmt -Check	06/29/2012	53057	Goodrich Drafting Inc		5,146.81	42,193.52
Bill Pmt -Check	06/29/2012	53060	Stewart and Crouch		1,800.00	40,393.52
Check	06/29/2012	53061	Kevin Sprenger		5,000.00	35,393.52
Check	06/29/2012	53062	Keith Gibbson		200.00	35,193.52
Check	06/29/2012	53063	Dave Schemanski		250.00	34,943.52
Check	07/02/2012	53064	Patricia Sprenger		250.00	34,693.52
Check	07/03/2012				8,000.00	26,693.52
Check	07/13/2012				5,468.09	21,225.43
Deposit	07/16/2012				5,148.89	16,076.54
Deposit	07/17/2012			40,000.00		56,076.54
Bill Pmt -Check	07/17/2012	53065	Boss Bolt	494,401.52		550,478.06
Bill Pmt -Check	07/17/2012	53066	Diamond Springs		3,694.97	546,783.09
Bill Pmt -Check	07/17/2012	53067	DuBose Steel Inc		28.20	546,754.89
Bill Pmt -Check	07/17/2012	53068	Fuller Consulting Engineers,...		223,336.92	323,418.97
Bill Pmt -Check	07/17/2012	53069	Glidden Professional Paint ...		6,361.25	317,057.72
Bill Pmt -Check	07/17/2012	53070	Goodrich Drafting Inc		2,160.00	314,907.72
Bill Pmt -Check	07/17/2012	53097	Greenville County Tax Colle...		6,660.00	308,247.72
Bill Pmt -Check	07/17/2012	53072	Greenville Drafting Inc		994.00	307,253.72
Bill Pmt -Check	07/17/2012	53073	Greenville Water System		12,900.00	294,353.72
Bill Pmt -Check	07/17/2012	53074	J Grady Randolph Trucking		28.79	294,326.93
Bill Pmt -Check	07/17/2012	53075	LDI Reproprinting Centers		2,050.00	292,276.93
Bill Pmt -Check	07/17/2012	53076	Lowe's Business Account		296.65	291,980.28
Bill Pmt -Check	07/17/2012	53077	Perry Stud Welding		1,000.00	290,980.28
Bill Pmt -Check	07/17/2012	53078	Powells Trash Service&Rec...		202.34	290,777.94
Bill Pmt -Check	07/17/2012	53079	Quality Electrical Contractors		40.00	290,737.94
Bill Pmt -Check	07/17/2012	53080	Saunders & Company, PA		786.34	289,951.60
Bill Pmt -Check	07/17/2012	53081	Suburban Propane		243.00	289,708.60
Bill Pmt -Check	07/17/2012	53082	The Copy Spot, Inc.		136.21	289,572.39
Bill Pmt -Check	07/17/2012	53083	The Hartford		590.00	288,982.39
Bill Pmt -Check	07/17/2012	53084	The UPS Store #3018		250.89	288,731.50
Bill Pmt -Check	07/17/2012	53085	United Rentals		362.90	288,368.60
Bill Pmt -Check	07/17/2012	53086	Weldor's Supply House, Inc		51.91	288,316.69
Bill Pmt -Check	07/17/2012	53087	Diamond Springs		1,585.29	286,731.40
Bill Pmt -Check	07/17/2012	53088	DuBose Steel Inc		76.50	286,654.90
Check	07/17/2012	53089	Marcell Sprenger		20,268.55	266,386.35
Check	07/17/2012	53090	Marco Sprenger		5,000.00	261,386.35
Check	07/18/2012	53091	Patricia Sprenger		5,000.00	256,386.35
Check	07/23/2012				170,000.00	86,386.35
Bill Pmt -Check	07/23/2012	53092	American Express		5,210.28	81,176.07
Bill Pmt -Check	07/23/2012	53093	AT&T Mobile Phone		3,000.00	78,176.07
Bill Pmt -Check	07/23/2012	53094	Charter Communications		443.59	77,732.48
Bill Pmt -Check	07/23/2012	53095	Duke Energy		374.44	77,358.04
Check	07/23/2012	53096	Advanced Transmission		573.26	76,784.78
Bill Pmt -Check	07/26/2012	53098	BMW Credit Card		1,675.00	75,109.78
Check	07/27/2012	53099	Kevin Sprenger		2,000.00	73,109.78
Check	07/27/2012				200.00	72,909.78
Check	07/30/2012	53100	Stewart and Crouch		4,771.04	68,138.74
Bill Pmt -Check	08/01/2012	53101	First Bank		5,000.00	63,138.74
Bill Pmt -Check	08/01/2012	53102	Greenville County Tax Colle...		5,146.81	57,992.93
Check	08/01/2012	53103	Industrial Galvanizers Colu,..		1,044.00	56,948.93
Check	08/02/2012				2,000.00	54,948.93
Bill Pmt -Check	08/09/2012	53104	Home Depot		5,340.51	49,608.42
Check	08/10/2012				600.00	49,008.42
Check	08/10/2012	53105	Kevin Sprenger		5,317.91	43,690.51
Bill Pmt -Check	08/15/2012	53106	American Express		200.00	43,490.51
Check	08/16/2012	53107	Kevin Sprenger		2,500.00	40,990.51
Check	08/17/2012				200.00	40,790.51
Deposit	08/20/2012				5,226.94	35,563.57
Bill Pmt -Check	08/20/2012	53108	Quincy Joist	419,342.70		454,906.27
					108,000.00	346,906.27

4:06 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	08/20/2012	53109	DuBose Steel Inc		211,342.70	135,563.57
Bill Pmt -Check	08/20/2012	53110	AZZ Galvanizer		6,712.51	128,851.06
Bill Pmt -Check	08/20/2012	53111	BB&T Financial, FSB		305.00	128,546.06
Bill Pmt -Check	08/20/2012	53112	Boss Bolt		9,938.54	118,607.52
Bill Pmt -Check	08/20/2012	53113	Crane America Services		807.50	117,800.02
Bill Pmt -Check	08/20/2012	53114	DuBose Steel Inc		14,760.34	103,039.68
Bill Pmt -Check	08/20/2012	53115	Greenville County Tax Colle...		1,044.00	101,995.68
Bill Pmt -Check	08/20/2012	53116	Greenville Water System		31.50	101,964.18
Bill Pmt -Check	08/20/2012	53117	J Grady Randolph Trucking		1,850.00	100,114.18
Bill Pmt -Check	08/20/2012	53118	LDI Reproprinting Centers		271.05	99,843.13
Bill Pmt -Check	08/20/2012	53119	Smith Metal Fab, Inc		75.00	99,768.13
Bill Pmt -Check	08/20/2012	53120	The Copy Spot, Inc.		985.40	98,782.73
Bill Pmt -Check	08/20/2012	53121	The Hartford		760.04	98,022.69
Bill Pmt -Check	08/20/2012	53122	Weldor's Supply House, Inc		2,221.01	95,801.68
Check	08/24/2012				4,591.28	91,210.40
Bill Pmt -Check	08/24/2012	53123	AT&T Mobile Phone		436.96	90,773.44
Bill Pmt -Check	08/24/2012	53124	BMW Credit Card		2,500.00	88,273.44
Bill Pmt -Check	08/24/2012	53125	Charter Communications		375.46	87,897.98
Bill Pmt -Check	08/24/2012	53126	Diamond Springs		49.35	87,848.63
Bill Pmt -Check	08/24/2012	53127	DuBose Steel Inc		5,532.25	82,316.38
Bill Pmt -Check	08/24/2012	53128	Duke Energy		594.96	81,721.42
Bill Pmt -Check	08/24/2012	53129	Home Depot		1,500.00	80,221.42
Check	08/24/2012	53130	Kevin Sprenger		200.00	80,021.42
Bill Pmt -Check	08/28/2012	53131	Boss Bolt		29.75	79,991.67
Bill Pmt -Check	08/28/2012	53132	Diamond Springs		65.14	79,926.53
Bill Pmt -Check	08/28/2012	53133	Greenville Drafting Inc		1,500.00	78,426.53
Bill Pmt -Check	08/28/2012	53134	J Grady Randolph Trucking		7,600.00	70,826.53
Bill Pmt -Check	08/28/2012	53135	LDI Reproprinting Centers		768.12	70,058.41
Bill Pmt -Check	08/28/2012	53136	Lowe's Business Account		600.00	69,458.41
Bill Pmt -Check	08/28/2012	53137	Powells Trash Service&Rec...		40.00	69,418.41
Bill Pmt -Check	08/28/2012	53138	Saunders & Company, PA		111.00	69,307.41
Bill Pmt -Check	08/28/2012	53139	Suburban Propane		135.79	69,171.62
Bill Pmt -Check	08/28/2012	53140	The Copy Spot, Inc.		507.50	68,664.12
Bill Pmt -Check	08/28/2012	53141	Weldor's Supply House, Inc		256.50	68,407.62
Deposit	08/30/2012			25,610.00		94,017.62
Deposit	08/30/2012			8,500.00		102,517.62
Bill Pmt -Check	08/30/2012	53142	T M Graphics Inc.		10,000.00	92,517.62
Check	08/31/2012				4,142.10	88,375.52
Check	08/31/2012	53143	Kevin Sprenger		200.00	88,175.52
Check	08/31/2012	53144	Keith Gibbson		300.00	87,875.52
General Journal	08/31/2012	136		15.04		87,890.56
Check	09/06/2012				4,382.42	83,508.14
Bill Pmt -Check	09/07/2012	53145	First Bank		5,221.60	78,286.54
Bill Pmt -Check	09/07/2012	53146	Stewart and Crouch		5,000.00	73,286.54
Deposit	09/11/2012			3,412.00		76,698.54
Bill Pmt -Check	09/11/2012	53147	BB&T Financial, FSB		297.00	76,401.54
Bill Pmt -Check	09/11/2012	53148	Boss Bolt		5,048.75	71,352.79
Bill Pmt -Check	09/11/2012	53149	DuBose Steel Inc		6,395.78	64,957.01
Bill Pmt -Check	09/11/2012	53150	Glidden Professional Paint ...		2,195.37	62,761.64
Bill Pmt -Check	09/11/2012	53151	Weldor's Supply House, Inc		302.76	62,458.88
Bill Pmt -Check	09/11/2012	53152	LDI Reproprinting Centers		123.53	62,335.35
Bill Pmt -Check	09/11/2012	53153	Suburban Propane		82.40	62,252.95
Bill Pmt -Check	09/11/2012	53154	The Copy Spot, Inc.		481.75	61,771.20
Bill Pmt -Check	09/11/2012	53155	The Hartford		1,013.93	60,757.27
Bill Pmt -Check	09/11/2012	53156	The UPS Store #3018		180.68	60,576.69
Check	09/14/2012				4,365.23	56,211.46
Check	09/14/2012	53157	Kevin Sprenger		200.00	56,011.46
Bill Pmt -Check	09/14/2012	53158	STI - Service Transport Inc		1,500.00	54,511.46
Bill Pmt -Check	09/17/2012	53159	Lowe's Business Account		600.00	53,911.46
Bill Pmt -Check	09/17/2012	53160	Boss Bolt		3,597.67	50,313.79
Bill Pmt -Check	09/17/2012	53161	DuBose Steel Inc		5,714.90	44,598.89
Bill Pmt -Check	09/17/2012	53162	LDI Reproprinting Centers		283.58	44,315.31
Bill Pmt -Check	09/17/2012	53163	The Copy Spot, Inc.		220.00	44,095.31
Bill Pmt -Check	09/18/2012	53164	American Express		1,000.00	43,095.31
Bill Pmt -Check	09/18/2012	53165	AT&T		364.54	42,730.77
Bill Pmt -Check	09/18/2012	53166	AT&T Mobile Phone		82.75	42,648.02
Bill Pmt -Check	09/18/2012	53167	Duke Energy		544.13	42,103.89
Check	09/21/2012				4,364.12	37,739.77
Bill Pmt -Check	09/21/2012	53168	Charter Communications		377.81	37,361.96

4:05 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	09/21/2012	53169	Diamond Springs		29.89	37,332.07
Bill Pmt -Check	09/21/2012	53170	DuBose Steel Inc		1,477.80	35,854.27
Bill Pmt -Check	09/21/2012	53171	Home Depot		854.00	35,000.27
Bill Pmt -Check	09/21/2012	53172	LDI Reproprinting Centers		459.10	34,541.17
Bill Pmt -Check	09/21/2012	53173	Perry Stud Welding		2,655.30	31,885.87
Bill Pmt -Check	09/21/2012	53174	Weldor's Supply House, Inc		339.73	31,546.14
Check	09/21/2012	53175	Kevin Sprenger		200.00	31,346.14
Bill Pmt -Check	09/27/2012	53176	BMW Credit Card		2,000.00	29,346.14
Check	09/27/2012	53177	Kevin Sprenger		200.00	29,146.14
Check	09/28/2012				4,779.14	24,367.00
Bill Pmt -Check	09/28/2012	53178	Greenville Drafting Inc		3,600.00	20,767.00
Bill Pmt -Check	10/02/2012	53179	Glidden Professional Paint ...		1,350.00	19,417.00
Bill Pmt -Check	10/02/2012	53180	Greenville County Tax Colle...		165.59	19,251.41
Bill Pmt -Check	10/02/2012	53181	Greenville Water System		72.70	19,178.71
Bill Pmt -Check	10/02/2012	53182	LDI Reproprinting Centers		139.57	19,039.14
Bill Pmt -Check	10/02/2012	53183	Mass Mutual		1,245.31	17,793.83
Bill Pmt -Check	10/02/2012	53184	Powells Trash Service&Rec...		40.00	17,753.83
Bill Pmt -Check	10/02/2012	53186	Weldor's Supply House, Inc		1,266.80	16,487.03
General Journal	10/03/2012	137		25,000.00		41,487.03
Bill Pmt -Check	10/04/2012	53186	Glidden Professional Paint ...		1,350.00	40,137.03
Bill Pmt -Check	10/04/2012	53187	First Bank		5,221.60	34,915.43
Check	10/05/2012		Kevin Sprenger		200.00	34,715.43
Check	10/05/2012				4,697.29	30,018.14
Check	10/08/2012	53189	Industrial Galvanizers Colu...		2,000.00	28,018.14
Check	10/11/2012	53190	Bobs Cutter Grinding Service		225.30	27,792.84
Check	10/12/2012				4,328.61	23,464.23
General Journal	10/18/2012	138		15,000.00		38,464.23
Bill Pmt -Check	10/18/2012	53191	American Express		2,000.00	36,464.23
Bill Pmt -Check	10/18/2012	53192	Boss Bolt		78.65	36,385.58
Bill Pmt -Check	10/18/2012	53193	Diamond Springs		14.95	36,370.63
Bill Pmt -Check	10/18/2012	53194	DuBose Steel Inc		2,076.05	34,294.58
Bill Pmt -Check	10/18/2012	53195	Duke Energy		474.98	33,819.60
Bill Pmt -Check	10/18/2012	53196	Glidden Professional Paint ...		337.50	33,482.10
Bill Pmt -Check	10/18/2012	53197	Greenville Water System		96.29	33,385.81
Bill Pmt -Check	10/18/2012	53198	Lowe's Business Account		500.00	32,885.81
Bill Pmt -Check	10/18/2012	53199	Saunders & Company, PA		139.00	32,746.81
Bill Pmt -Check	10/18/2012	53200	Suburban Propane		100.62	32,646.19
Bill Pmt -Check	10/18/2012	53201	The Copy Spot, Inc.		541.40	32,104.79
Bill Pmt -Check	10/18/2012	53202	The Hartford		1,003.93	31,100.86
Bill Pmt -Check	10/18/2012	53203	Weldor's Supply House, Inc		1,355.10	29,745.76
Check	10/18/2012	53204	Kevin Sprenger		400.00	29,345.76
Check	10/19/2012				4,779.67	24,566.09
Bill Pmt -Check	10/19/2012	53205	Home Depot		411.00	24,155.09
Deposit	10/22/2012			136,122.05		160,277.14
Bill Pmt -Check	10/22/2012	53206	AT&T Mobile Phone		462.28	159,814.86
Bill Pmt -Check	10/22/2012	53207	BMW Credit Card		4,000.00	155,814.86
Bill Pmt -Check	10/22/2012	53208	Charter Communications		377.94	155,436.92
Bill Pmt -Check	10/22/2012	53209	Upstate Computer		150.00	155,286.92
Bill Pmt -Check	10/23/2012	53210	Boss Bolt		3,244.15	152,042.77
Bill Pmt -Check	10/23/2012	53211	DuBose Steel Inc		26,135.86	125,906.91
Bill Pmt -Check	10/23/2012	53212	Glidden Professional Paint ...		1,687.50	124,219.41
Bill Pmt -Check	10/23/2012	53213	LDI Reproprinting Centers		302.10	123,917.31
Bill Pmt -Check	10/23/2012	53214	Powells Trash Service&Rec...		40.00	123,877.31
Bill Pmt -Check	10/23/2012	53215	Suburban Propane		118.41	123,758.90
Bill Pmt -Check	10/23/2012	53216	The Copy Spot, Inc.		75.90	123,683.00
Bill Pmt -Check	10/23/2012	53217	The UPS Store #3018		245.18	123,437.82
Bill Pmt -Check	10/23/2012	53218	Upstate Computer		152.64	123,285.18
Bill Pmt -Check	10/23/2012	53219	Weldor's Supply House, Inc		868.02	122,417.16
Check	10/26/2012				4,702.15	117,715.01
Check	10/26/2012	53220	Kevin Sprenger		200.00	117,515.01
Deposit	10/26/2012			58,062.74		175,577.75
Check	10/29/2012	53221	Patricia Sprenger		7,000.00	168,577.75
Bill Pmt -Check	10/31/2012	53222	T M Graphics Inc.		5,000.00	163,577.75
Check	10/31/2012	53223	Keith Gibbson		120.00	163,457.75
Bill Pmt -Check	11/01/2012	53224	BB&T Financial, FSB		293.00	163,164.75
Bill Pmt -Check	11/01/2012	53225	Diamond Springs		37.36	163,127.39
Bill Pmt -Check	11/01/2012	53226	First Bank		5,221.60	157,905.79
Bill Pmt -Check	11/01/2012	53227	Glidden Professional Paint ...		1,350.00	156,555.79
Bill Pmt -Check	11/01/2012	53228	LDI Reproprinting Centers		712.11	155,843.68

4:05 PM
11/03/16
Cash Basis

MSPS
General Ledger
As of December 31, 2012

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	11/01/2012	53229	Lowe's Business Account		62.00	155,781.68
Bill Pmt -Check	11/01/2012	53230	Saunders & Company, PA		105.00	155,676.68
Bill Pmt -Check	11/01/2012	53231	STI - Service Transport Inc		950.00	154,726.68
Bill Pmt -Check	11/01/2012	53232	Suburban Propane		82.82	154,643.86
Bill Pmt -Check	11/01/2012	53233	The Copy Spot, Inc.		166.00	154,477.86
Bill Pmt -Check	11/01/2012	53234	Upstate Computer		20.00	154,457.86
Bill Pmt -Check	11/01/2012	53236	Weldor's Supply House, Inc		1,461.86	152,996.00
Check	11/01/2012	53236	Stewart and Crouch		5,000.00	147,996.00
Check	11/02/2012				4,730.42	143,265.58
Check	11/02/2012	53237	Kevin Sprenger		200.00	143,065.58
Check	11/09/2012				4,799.87	138,265.71
Check	11/09/2012	53238	Kevin Sprenger		200.00	138,065.71
Bill Pmt -Check	11/13/2012	53239	DuBose Steel Inc		437.64	137,628.07
Bill Pmt -Check	11/13/2012	53240	Duke Energy		487.30	137,140.77
Bill Pmt -Check	11/13/2012	53241	Greenville Water System		89.47	137,051.30
Bill Pmt -Check	11/13/2012	53242	Home Depot		441.00	136,610.30
Bill Pmt -Check	11/13/2012	53243	LDI Reproprinting Centers		223.36	136,386.94
Bill Pmt -Check	11/13/2012	53244	Perry Stud Welding		265.30	136,121.64
Bill Pmt -Check	11/13/2012	53245	STI - Service Transport Inc		1,425.00	134,696.64
Bill Pmt -Check	11/13/2012	53246	Suburban Propane		65.02	134,631.62
Bill Pmt -Check	11/13/2012	53247	The Hartford		1,003.93	133,627.69
Bill Pmt -Check	11/13/2012	53248	Weldor's Supply House, Inc		1,219.19	132,408.50
Check	11/15/2012	53249	Jorge Sanchez		2,732.00	129,676.50
Check	11/16/2012	53250	Kevin Sprenger		200.00	129,476.50
Check	11/16/2012				4,604.22	124,872.28
Bill Pmt -Check	11/19/2012	53251	American Express		2,000.00	122,872.28
Check	11/19/2012	53252	Jorge Sanchez		4,057.00	118,815.28
Check	11/20/2012				5,011.11	113,804.17
Check	11/20/2012	53253	Kevin Sprenger		540.00	113,264.17
Deposit	11/21/2012			271,437.26		384,701.43
Bill Pmt -Check	11/21/2012	53254	DuBose Steel Inc		271,437.26	113,264.17
Bill Pmt -Check	11/21/2012	53255	AT&T Mobile Phone		430.93	112,833.24
Bill Pmt -Check	11/21/2012	53256	Charter Communications		375.68	112,457.56
Bill Pmt -Check	11/21/2012	53257	DuBose Steel Inc		19,585.44	92,872.12
Bill Pmt -Check	11/21/2012	53258	LDI Reproprinting Centers		423.57	92,448.55
Bill Pmt -Check	11/21/2012	53259	Powells Trash Service&Rec...		40.00	92,408.55
Bill Pmt -Check	11/21/2012	53260	Weldor's Supply House, Inc		271.32	92,137.23
Check	11/26/2012	53261	Industrial Galvanizer		2,000.00	90,137.23
Bill Pmt -Check	11/28/2012	53263	BMW Credit Card		2,000.00	88,137.23
Bill Pmt -Check	11/28/2012	53264	AZZ Galvanizer		7,348.45	80,788.78
Bill Pmt -Check	11/28/2012	53265	Stainless & Alloy Piping		800.00	79,988.78
Check	11/30/2012				3,914.16	76,074.62
Check	11/30/2012	53266	Kevin Sprenger		900.00	75,174.62
Check	11/30/2012	53267	Jorge Sanchez		4,689.00	70,485.62
Deposit	12/06/2012			31,019.00		101,504.62
Check	12/06/2012	53268	Stewart and Crouch		5,000.00	96,504.62
Bill Pmt -Check	12/06/2012	53269	Diamond Springs		29.89	96,474.73
Bill Pmt -Check	12/06/2012	53270	DuBose Steel Inc		7,410.20	89,064.53
Bill Pmt -Check	12/06/2012	53271	First Bank		5,221.60	83,842.93
Bill Pmt -Check	12/06/2012	53272	LDI Reproprinting Centers		1,407.32	82,435.61
Bill Pmt -Check	12/06/2012	53273	Lowe's Business Account		67.00	82,368.61
Bill Pmt -Check	12/06/2012	53274	Perry Stud Welding		150.63	82,217.98
Bill Pmt -Check	12/06/2012	53275	Suburban Propane		100.62	82,117.36
Bill Pmt -Check	12/06/2012	53276	The Hartford		1,003.93	81,113.43
Check	12/06/2012	53277	Kevin Sprenger		1,200.00	79,913.43
Check	12/07/2012				4,062.44	75,850.99
Deposit	12/07/2012			74,281.00		150,131.99
Bill Pmt -Check	12/07/2012	53278	Metal Dek Group		74,281.00	75,850.99
Check	12/11/2012	53280	Jorge Sanchez		2,194.61	73,656.38
Deposit	12/11/2012			15,900.00		89,556.38
Bill Pmt -Check	12/13/2012	53281	Airgas National Welders		8.30	89,548.08
Bill Pmt -Check	12/13/2012	53282	American Express		2,000.00	87,548.08
Bill Pmt -Check	12/13/2012	53283	BB&T Financial, FSB		295.00	87,253.08
Bill Pmt -Check	12/13/2012	53284	BMW Credit Card		2,000.00	85,253.08
Bill Pmt -Check	12/13/2012	53285	Crane America Services		1,253.75	83,999.33
Bill Pmt -Check	12/13/2012	53286	Duke Energy		343.90	83,655.43
Bill Pmt -Check	12/13/2012	53287	Glidden Professional Paint ...		1,350.00	82,305.43
Bill Pmt -Check	12/13/2012	53288	Greenville Water System		40.94	82,264.49
Bill Pmt -Check	12/13/2012	53289	Home Depot		438.00	81,826.49

4:06 PM
11/03/16
Cash Basis

MSPS
General Ledger
As of December 31, 2012

CONFIDENTIAL

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	12/13/2012	53290	LDI Reproprinting Centers		537.59	81,268.90
Bill Pmt -Check	12/13/2012	53291	Perry Stud Welding		3,728.94	77,559.96
Bill Pmt -Check	12/13/2012	53292	Powells Trash Service&Rec...		40.00	77,519.96
Bill Pmt -Check	12/13/2012	53293	Saunders & Company, PA		108.00	77,411.96
Bill Pmt -Check	12/13/2012	53294	STI - Service Transport Inc		4,275.00	73,136.96
Bill Pmt -Check	12/13/2012	53295	Suburban Propane		129.72	73,007.24
Bill Pmt -Check	12/13/2012	53296	The UPS Store #3018		121.45	72,885.79
Bill Pmt -Check	12/13/2012	53297	Welder's Supply House, Inc		3,526.14	69,359.65
Check	12/14/2012				3,802.20	65,557.45
Bill Pmt -Check	12/18/2012	53298	AT&T Mobile Phone		484.06	65,073.39
Bill Pmt -Check	12/18/2012	53299	Charter Communications		375.92	64,697.47
Check	12/18/2012	53300	Kevin Sprenger		200.00	64,497.47
Check	12/21/2012				7,420.86	57,076.61
Check	12/21/2012	53302	Kevin Sprenger		400.00	56,676.61
Check	12/21/2012	53304	Marco Sprenger		254.00	56,422.61
Total Bank of America				2,818,644.07	2,815,178.46	56,422.61
PETTY CASH - TR						
General Journal	12/31/2012	TRADJ			174,499.75	174,499.75
Total PETTY CASH - TR				0.00	174,499.75	0.00
Accounts Receivable						
Payment	01/02/2012	21282	Landmark Builders:St: Mich...	101,000.00		0.00
Payment	01/02/2012		Landmark Builders:St. Mich...	30,910.48		101,000.00
Payment	01/09/2012	126676	Harper Construction		800.00	131,910.48
Payment	01/09/2012	126676	Harper Construction	800.00		131,110.48
Payment	01/30/2012	39656	RA Moore and Associates	450.00		131,910.48
Payment	01/30/2012	39656	RA Moore and Associates		450.00	132,360.48
Payment	02/08/2012	21384	-MULTIPLE-		37,533.53	131,910.48
Payment	02/08/2012	21384	Landmark Builders:St. Mich...	37,308.33		94,376.95
Payment	02/21/2012		Landmark Builders:St. Mich...		5,000.00	131,685.28
Payment	02/21/2012		Landmark Builders:St. Mich...	5,000.00		126,685.28
Payment	03/02/2012	111724	McKnight Construction Co:...		153,000.00	131,685.28
Payment	03/02/2012	111724	McKnight Construction Co:...	153,000.00		-21,314.72
Payment	03/27/2012		McKnight Construction Co		101,900.00	131,685.28
Payment	04/23/2012		Southside Constructors, Inc...		46,675.75	29,785.28
Payment	04/27/2012	112077	McKnight Construction Co:...	113,620.00		-16,890.47
Payment	04/27/2012	112077	McKnight Construction Co:...		113,620.00	96,729.53
Payment	04/27/2012	112078	McKnight Construction Co:...		21,380.00	-16,890.47
Payment	04/27/2012	112078	McKnight Construction Co:...	21,380.00		-38,270.47
Payment	05/07/2012		McKnight Construction Co:...		15,610.00	-16,890.47
Payment	05/07/2012		McKnight Construction Co:...	15,610.00		-32,500.47
Payment	05/16/2012	125	Homes by Dickerson		15,000.00	-16,890.47
Payment	05/16/2012	125	Homes by Dickerson	15,000.00		-31,890.47
Payment	05/30/2012	10411	Southside Constructors, Inc..	163,857.00		-16,890.47
Payment	05/30/2012	10411	Southside Constructors, Inc...		163,857.00	146,966.53
Payment	06/26/2012	29261	McDonald Construction Co, ...		60,000.00	-16,890.47
Payment	06/26/2012	29261	McDonald Construction Co, ...	60,000.00		-76,890.47
Payment	07/16/2012	51804	Monteith Construction:MAH...	40,000.00		-16,890.47
Payment	07/16/2012	51804	Monteith Construction:MAH...		40,000.00	23,109.53
Payment	07/17/2012	29504...	McDonald Construction Co, ...	494,000.00		-16,890.47
Payment	07/17/2012	29504...	McDonald Construction Co, ...		494,401.62	477,109.53
Payment	08/20/2012		McDonald Construction Co, ...		419,342.70	-17,291.99
Payment	08/20/2012		McDonald Construction Co, ...	419,342.70		-436,634.69
Payment	08/30/2012		McDonald Construction Co, ...	25,610.00		-17,291.99
Payment	08/30/2012		McDonald Construction Co, ...		25,610.00	8,318.01
Payment	08/30/2012	52274	Monteith Construction:MAH...	8,500.00		-17,291.99
Payment	08/30/2012	52274	Monteith Construction:MAH...		8,500.00	-8,791.99
Payment	09/11/2012	14629	Owle Construction:Cheroke...		3,412.00	-17,291.99
Payment	09/11/2012	14629	Owle Construction:Cheroke...	3,412.00		-20,703.99
Payment	10/22/2012		Monteith Construction:MAH...		136,122.05	-17,291.99
Payment	10/26/2012	53088	Monteith Construction:MAH...		58,062.74	-153,414.04
Payment	10/26/2012	53088	Monteith Construction:MAH...	58,062.74		-211,476.78
Payment	10/29/2012		Monteith Construction:MAH...	136,122.05		-153,414.04
Payment	11/21/2012	53433	-MULTIPLE-		271,437.26	-17,291.99
Payment	11/21/2012	53433	Monteith Construction:MAH...	269,617.26		-288,729.26
Payment	12/06/2012	53594	Monteith Construction		31,019.00	-19,111.99
						-50,130.99

4:06 PM
11/03/16
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bank of America						56,422.61
Bill Pmt -Check	01/02/2013	53305	DuBose Steel Inc		2,657.92	53,864.69
Bill Pmt -Check	01/02/2013	53306	Fuller Consulting En...		1,760.30	52,104.39
Bill Pmt -Check	01/02/2013	53307	LDI Reproprinting C..		156.07	51,948.32
Bill Pmt -Check	01/02/2013	53308	Mass Mutual		1,245.31	50,703.01
Bill Pmt -Check	01/02/2013	53309	Saunders & Compa...		133.00	50,570.01
Bill Pmt -Check	01/02/2013	53310	STI - Service Transp.		950.00	49,620.01
Check	01/07/2013		Weldor's Supply Ho...		1,944.94	47,675.07
Bill Pmt -Check	01/07/2013	53312	First Bank		3,354.65	44,320.42
General Journal	01/07/2013	139			5,221.60	39,098.82
Check	01/08/2013	53313	Marcell Sprenger		10,000.00	29,098.82
General Journal	01/08/2013	140			909.37	28,189.45
General Journal	01/08/2013	141		0.00		28,189.45
General Journal	01/08/2013	141		4.99		28,194.44
Bill Pmt -Check	01/10/2013	53314	STI - Service Transp..		4.99	28,189.45
Check	01/10/2013				475.00	27,714.45
Deposit	01/14/2013				3,717.96	23,996.49
Bill Pmt -Check	01/16/2013	53315	DuBose Steel Inc	515.16		24,511.65
Check	01/18/2013				2,557.62	21,954.03
Deposit	01/18/2013				3,636.09	18,317.94
Check	01/18/2013	53316	Kevin Sprenger	21,450.00		39,767.94
Bill Pmt -Check	01/21/2013	53317	American Express		300.00	39,467 94
Bill Pmt -Check	01/21/2013	53318	AT&T Mobile Phone		2,000.00	37,467.94
Bill Pmt -Check	01/21/2013	53319	DuBose Steel Inc		374.68	37,093.26
Bill Pmt -Check	01/21/2013	53320	Duke Energy		9,759.75	27,333.51
Bill Pmt -Check	01/21/2013	53321	Home Depot		299.46	27,034.05
Bill Pmt -Check	01/21/2013	53322	LDI Reproprinting C...		420.00	26,614.05
Bill Pmt -Check	01/21/2013	53323	Lowe's Business Ac.		1,506.05	25,108.00
Bill Pmt -Check	01/21/2013	53324	The Hartford		73.00	25,035.00
Sales Tax Payment	01/21/2013	53325	SC Department of Rev		1,003.93	24,031.07
Bill Pmt -Check	01/22/2013	53326	STI - Service Transp...		29.16	24,001.91
Bill Pmt -Check	01/22/2013	53327	BMW Credit Card		1,375.00	22,626.91
Deposit	01/23/2013				2,000.00	20,626.91
Bill Pmt -Check	01/23/2013	53328	Charter Communica...	54,409.50		75,036.41
Bill Pmt -Check	01/23/2013	53329	DuBose Steel Inc		375.72	74,660.69
Bill Pmt -Check	01/23/2013	53330	Froshling & Roberts...		2,034.15	72,626.54
Bill Pmt -Check	01/23/2013	53331	Greenville Water Sy...		800.00	71,826.54
Bill Pmt -Check	01/23/2013	53332	Powells Trash Servi...		34.87	71,791.67
Bill Pmt -Check	01/23/2013	53333	Saunders & Compa...		40.00	71,751.67
Bill Pmt -Check	01/23/2013	53334	The Copy Spot, Inc.		100.00	71,651.67
Bill Pmt -Check	01/23/2013	53335	The Wagner Compa...		109.25	71,542.42
Bill Pmt -Check	01/23/2013	53336	Weldor's Supply Ho...		117.84	71,424.58
Check	01/25/2013				406.74	71,017.84
Bill Pmt -Check	01/31/2013	53337	AZZ Galvanizer		3,775.83	67,242.01
Bill Pmt -Check	01/31/2013	53338	LDI Reproprinting C...		5,972.12	61,269.89
Bill Pmt -Check	01/31/2013	53339	STI - Service Transp...		348.70	60,921.19
Bill Pmt -Check	01/31/2013	53340	Suburban Propane		950.00	59,971.19
Bill Pmt -Check	01/31/2013	53341	The Copy Spot, Inc.		47.22	59,923.97
Bill Pmt -Check	01/31/2013	53342	Weldor's Supply Ho...		33.52	59,890.45
Check	02/01/2013	53343	Kevin Sprenger		38.48	59,851.97
Check	02/01/2013				300.00	59,551.97
Bill Pmt -Check	02/05/2013	53344	BB&T Financial, FSB		3,789.29	55,762.68
Bill Pmt -Check	02/05/2013	53345	First Bank		145.00	55,617.68
Bill Pmt -Check	02/05/2013	53346	LDI Reproprinting C..		5,221.60	50,396.08
Bill Pmt -Check	02/05/2013	53347	Lowe's Business Ac..		210.40	50,185.68
Bill Pmt -Check	02/05/2013	53348	Suburban Propane		132.00	50,053.68
Bill Pmt -Check	02/05/2013	53349	The Copy Spot, Inc.		232.31	49,821.37
Bill Pmt -Check	02/05/2013	53350	The UPS Store #3018		10.00	49,811.37
Bill Pmt -Check	02/05/2013	53351	The Wagner Compa..		134.10	49,677.27
Bill Pmt -Check	02/05/2013	53352	Weldor's Supply Ho..		552.78	49,124.49
Check	02/12/2013				540.28	48,584.21
Bill Pmt -Check	02/12/2013	53353	American Express		3,838.10	44,746.11
Bill Pmt -Check	02/12/2013	53354	BB&T Financial, FSB		1,000.00	43,746.11
Bill Pmt -Check	02/12/2013	53355	BMW Credit Card		142.00	43,606.11
Bill Pmt -Check	02/12/2013	53356	Home Depot		1,000.00	42,606.11
Check	02/15/2013	53357	Kevin Sprenger		907.00	41,699.11
Check	02/15/2013				300.00	41,399.11
					3,818.90	37,580.21

DEFENDANT'S EXHIBIT 9 3/2/16

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	02/18/2013	53358	DuBose Steel Inc		3,916.64	33,663.57
Bill Pmt -Check	02/18/2013	53359	Duke Energy		335.01	33,328.56
Check	02/19/2013	53360	Stewart and Crouch		5,000.00	28,328.56
Deposit	02/22/2013				3,722.53	24,606.03
Bill Pmt -Check	02/26/2013			30,495.00		55,101.03
Bill Pmt -Check	02/26/2013	53361	AT&T Mobile Phone		451.74	54,649.29
Bill Pmt -Check	02/26/2013	53362	Charter Communica...		384.98	54,264.31
Bill Pmt -Check	02/26/2013	53363	Greenville Drafting Inc		4,500.00	49,764.31
Bill Pmt -Check	02/26/2013	53364	Greenville Water Sy...		32.17	49,732.14
Bill Pmt -Check	02/26/2013	53365	Perry Stud Welding		109.86	49,622.28
Bill Pmt -Check	02/26/2013	53366	Powells Trash Servi...		40.80	49,581.48
Bill Pmt -Check	02/26/2013	53367	STI - Service Transp...		475.00	49,106.48
Bill Pmt -Check	02/26/2013	53368	Suburban Propane		145.84	48,960.64
Bill Pmt -Check	02/26/2013	53369	The Copy Spot, Inc		314.56	48,646.08
Bill Pmt -Check	02/26/2013	53370	The Hartford		4,321.13	44,324.95
General Journal	02/27/2013	53371	Weldor's Supply Ho...		133.74	44,191.21
Check	02/27/2013	142			11,821.68	32,369.53
Check	02/28/2013		Progressive		1,339.00	31,030.53
Check	03/04/2013	53372	Kevin Sprenger		300.00	30,730.53
Check	03/04/2013				3,916.20	26,814.33
Check	03/04/2013	53373	Industrial Galvanizer		4,000.00	22,814.33
Bill Pmt -Check	03/04/2013		Golden Rule		1,950.00	20,864.33
Bill Pmt -Check	03/04/2013	53374	Diamond Springs		14.95	20,849.38
Bill Pmt -Check	03/04/2013	53375	DuBose Steel Inc		1,204.39	19,644.99
Bill Pmt -Check	03/04/2013	53376	Glidden Professional...		1,350.00	18,294.99
Bill Pmt -Check	03/04/2013	53377	Grainger		54.30	18,240.69
Bill Pmt -Check	03/04/2013	53378	Saunders & Compa...		125.00	18,115.69
Bill Pmt -Check	03/04/2013	53379	The Copy Spot, Inc.		86.25	18,029.44
Check	03/04/2013	53380	Weldor's Supply Ho..		186.26	17,843.18
General Journal	03/05/2013	53381	Keith Gibbson		310.00	17,533.18
Check	03/07/2013	143			4,406.37	13,126.81
Check	03/11/2013		Fairway Ford		1,019.03	12,107.78
Deposit	03/11/2013				3,879.97	8,227.81
Bill Pmt -Check	03/11/2013			101,115.00		109,342.81
Bill Pmt -Check	03/11/2013	53383	Terex Services		4,520.19	104,822.62
Bill Pmt -Check	03/11/2013	53384	Froehling & Roberts...		335.00	104,487.62
Bill Pmt -Check	03/11/2013	53385	Fuller Consulting En...		252.50	104,235.12
Bill Pmt -Check	03/11/2013	53386	Home Depot		2,000.00	102,235.12
Bill Pmt -Check	03/11/2013	53387	Integrity Fire & Safet...		138.00	102,097.12
Bill Pmt -Check	03/11/2013	53388	LDI Reproprinting C...		331.05	101,766.07
Bill Pmt -Check	03/11/2013	53389	Lowe's Business Ac...		2,000.00	99,766.07
Bill Pmt -Check	03/11/2013	53390	Perry Stud Welding		797.97	98,968.10
Bill Pmt -Check	03/11/2013	53391	STI - Service Transp...		750.00	98,218.10
Bill Pmt -Check	03/11/2013	53392	The Copy Spot, Inc.		225.70	97,992.40
Bill Pmt -Check	03/11/2013	53393	Upstate Computer		150.00	97,842.40
Bill Pmt -Check	03/11/2013	53394	American Express		3,000.00	94,842.40
Bill Pmt -Check	03/11/2013	53395	DuBose Steel Inc		6,161.26	88,681.14
Bill Pmt -Check	03/11/2013	53396	Greenville Water Sy...		75.22	88,585.92
Bill Pmt -Check	03/11/2013	53397	LDI Reproprinting C...		98.41	88,487.51
Bill Pmt -Check	03/11/2013	53398	Weldor's Supply Ho...		355.56	88,131.95
Check	03/11/2013	53399	First Bank		14,335.84	73,796.11
Bill Pmt -Check	03/11/2013	53400	Robert M. White		6,461.89	67,334.22
Check	03/11/2013	53401	Greenville County T..		14,899.01	52,435.21
General Journal	03/12/2013	53402	Kevin Sprenger		350.00	52,085.21
Sales Tax Payment	03/12/2013	144	SC Department of Rev		132.30	51,952.91
Check	03/13/2013	53403	SC Department of Rev		6,482.70	45,470.21
Bill Pmt -Check	03/13/2013	53404	Kevin Sprenger		350.00	45,120.21
Bill Pmt -Check	03/13/2013	53405	AT&T Mobile Phone		354.16	44,766.05
Bill Pmt -Check	03/13/2013	53406	BB&T Financial, FSB		289.00	44,477.05
Bill Pmt -Check	03/13/2013	53407	BMW Credit Card		4,000.00	40,477.05
Bill Pmt -Check	03/13/2013	53408	Charter Communica...		374.79	40,102.26
Bill Pmt -Check	03/13/2013	53409	Duke Energy		330.20	39,772.06
Bill Pmt -Check	03/13/2013	53410	Fastenal Company		353.80	39,418.26
Bill Pmt -Check	03/13/2013	53411	Glidden Professional...		670.17	38,748.09
Bill Pmt -Check	03/13/2013	53412	Perry Stud Welding		1,151.47	37,596.62
Deposit	03/14/2013	53413	Powells Trash Servi...		40.00	37,556.62
Check	03/16/2013			4,770.00		42,326.62
					3,955.29	38,371.33

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Check	03/18/2013				1,250.00	37,121.33
Check	03/19/2013	53414	H&R Steel Supplies		799.49	36,321.84
Check	03/25/2013	53415	Marco Sprenger		296.00	36,025.84
Check	03/25/2013				3,941.30	32,084.54
Deposit	03/25/2013	53417	Kevin Sprenger		350.00	31,734.54
Bill Pmt -Check	03/25/2013	53418	CNA Insurance	58,908.30		90,642.84
Bill Pmt -Check	03/25/2013	53420	Fastenal Company		316.42	90,326.42
Bill Pmt -Check	03/25/2013	53421	Fuller Consulting En...		1,730.84	88,595.58
Bill Pmt -Check	03/26/2013	53422	Greenville Drafting Inc		650.00	87,945.58
Bill Pmt -Check	03/26/2013	53423	LDI Reproprinting C..		10,000.00	77,945.58
Bill Pmt -Check	03/26/2013	53424	Weldor's Supply Ho...		47.00	77,898.58
Check	03/25/2013	53425	Stewart and Crouch		673.38	77,225.20
Check	03/25/2013	53426	Patricia Sprenger		5,000.00	72,225.20
Bill Pmt -Check	03/27/2013	53427	King Architectural M...		7,000.00	65,225.20
Bill Pmt -Check	03/27/2013	53428	First Bank		300.00	64,925.20
Check	03/28/2013	53429	Kevin Sprenger		14,335.84	50,589.36
Check	03/28/2013				350.00	50,239.36
Check	03/28/2013		Carolina Lawn and T..		3,939.25	46,300.11
Check	04/02/2013		Golden Rule		2,247.00	44,053.11
Check	04/10/2013	53430	SC Department of Rev		1,950.00	42,103.11
Check	04/10/2013				2,045.00	40,058.11
General Journal	04/11/2013	145			3,938.08	36,120.03
Check	04/11/2013	53431	Kevin Sprenger	724.00		36,844.03
Bill Pmt -Check	04/11/2013	53432	Diamond Springs		700.00	36,144.03
Bill Pmt -Check	04/11/2013	53433	Duke Energy		14.95	36,129.08
Bill Pmt -Check	04/11/2013	53434	Glidden Professional		46.68	36,082.40
Bill Pmt -Check	04/11/2013	53435	LDI Reproprinting C..		389.45	35,692.95
Bill Pmt -Check	04/11/2013	53436	Lowe's Business Ac..		77.00	35,615.95
Bill Pmt -Check	04/11/2013	53437	Mass Mutual		884.06	34,731.89
Bill Pmt -Check	04/11/2013	53438	Perry Stud Welding		1,245.31	33,486.58
Bill Pmt -Check	04/11/2013	53439	Saunders & Compa..		189.26	33,297.32
Bill Pmt -Check	04/11/2013	53440	Suburban Propane		100.00	33,197.32
Bill Pmt -Check	04/11/2013	53441	The Copy Spot, Inc.		299.05	32,898.27
Bill Pmt -Check	04/11/2013	53442	The UPS Store #3018		43.75	32,854.52
Bill Pmt -Check	04/11/2013	53443	Weldor's Supply Ho...		19.69	32,834.83
Bill Pmt -Check	04/11/2013	53444	DuBose Steel Inc		528.96	32,305.87
Bill Pmt -Check	04/11/2013	53445	American Express		4,855.56	27,450.31
Check	04/12/2013				3,000.00	24,450.31
Sales Tax Payment	04/17/2013	53446	SC Department of Rev		3,955.27	20,495.04
Bill Pmt -Check	04/17/2013	53448	DuBose Steel Inc		3.30	20,491.74
Check	04/19/2013				10,383.19	10,108.55
Check	04/19/2013	53449	Kevin Sprenger		3,955.28	6,153.27
Bill Pmt -Check	04/22/2013	53450	AT&T Mobile Phone		350.00	5,803.27
Bill Pmt -Check	04/22/2013	53451	BMW Credit Card		380.18	5,423.09
General Journal	04/24/2013	146			4,000.00	1,423.09
Deposit	04/26/2013			6,395.91		7,819.00
Check	04/25/2013		Valley Joist	6,968.44		14,787.44
Check	04/28/2013				6,968.44	7,819.00
Check	04/26/2013	53452	Kevin Sprenger		3,850.34	3,968.66
General Journal	04/29/2013	147			350.00	3,618.66
Check	04/29/2013				4,500.00	-881.34
Deposit	05/01/2013				1,950.00	-2,831.34
Bill Pmt -Check	05/01/2013	53453	BB&T Financial, FSB	123,050.00		120,218.66
Bill Pmt -Check	05/01/2013	53454	Charter Communica...		143.00	120,075.66
Bill Pmt -Check	05/01/2013	53455	CNA Insurance		376.56	119,699.10
Bill Pmt -Check	05/01/2013	53456	Diamond Springs		323.42	119,375.68
Bill Pmt -Check	05/01/2013	53457	DuBose Steel Inc		7.47	119,368.21
Bill Pmt -Check	05/01/2013	53458	Fastenal Company		15,906.21	103,462.00
Bill Pmt -Check	05/01/2013	53459	Froehling & Roberts...		485.11	102,976.89
Bill Pmt -Check	05/01/2013	53460	Fuller Consulting En..		530.00	102,446.89
Bill Pmt -Check	05/01/2013	53461	Goodrich Drafting Inc		3,626.25	98,820.64
Bill Pmt -Check	05/01/2013	53462	Hertz Equipment Re...		1,250.00	97,570.64
Bill Pmt -Check	05/01/2013	53463	Home Depot		220.22	97,350.42
Bill Pmt -Check	05/01/2013	53464	LDI Reproprinting C...		1,000.00	96,350.42
Bill Pmt -Check	05/01/2013	53465	Lowe's Business Ac..		2,055.71	94,294.71
Bill Pmt -Check	05/01/2013	53466	Powells Trash Servi..		555.67	93,739.04
Bill Pmt -Check	05/01/2013	53467	Quality Electrical Co..		40.82	93,698.22
					100.00	93,598.22

4:06 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	05/01/2013	53468	Saunders & Compa...		635.00	92,963.22
Bill Pmt -Check	05/01/2013	53469	STI - Service Transp...		1,450.00	91,513.22
Bill Pmt -Check	05/01/2013	53470	Suburban Propane		127.16	91,386.06
Bill Pmt -Check	05/01/2013	53471	The Copy Spot, Inc.		188.70	91,197.36
Bill Pmt -Check	05/01/2013	53472	The Wagner Compa...		264.87	90,932.49
Bill Pmt -Check	05/01/2013	53474	Weldor's Supply Ho...		1,059.19	89,873.30
Check	05/01/2013	53475	First Bank		14,352.64	75,520.66
Check	05/01/2013	53476	Stewart and Crouch		5,000.00	70,520.66
Deposit	05/01/2013	53477	Patricia Sprenger		7,000.00	63,520.66
Check	05/01/2013	53478	Kevin Sprenger	24,587.40		88,108.06
Check	05/06/2013				350.00	87,758.06
Bill Pmt -Check	05/06/2013	53479	Carolina Welding an...		3,903.61	83,854.45
Bill Pmt -Check	05/06/2013	53480	Direct Metals DM		5,000.00	78,854.45
Bill Pmt -Check	05/06/2013	53481	SC Department of Rev		2,272.20	76,582.25
Bill Pmt -Check	05/06/2013	53500	DuBose Steel Inc		2,000.00	74,582.25
Deposit	05/08/2013				19,818.47	54,763.78
Check	05/09/2013	53501	Kevin Sprenger	11,999.20		66,762.98
Bill Pmt -Check	05/09/2013	53502	American Express		350.00	66,412.98
Bill Pmt -Check	05/09/2013	53503	AZZ Galvanizer		2,000.00	64,412.98
Bill Pmt -Check	05/09/2013	53504	BB&T Financial, FSB		5,974.44	58,438.54
Bill Pmt -Check	05/09/2013	53505	Fastenal Company		283.00	58,155.54
Bill Pmt -Check	05/09/2013	53506	Greenville Water Sy...		373.42	57,782.12
Bill Pmt -Check	05/09/2013	53507	Powells Trash Servi...		31.02	57,751.10
Bill Pmt -Check	05/09/2013	53508	STI - Service Transp...		40.82	57,710.28
Bill Pmt -Check	05/09/2013	53509	The Copy Spot, Inc.		1,425.00	56,285.28
Bill Pmt -Check	05/09/2013	53510	The Hartford		81.40	56,203.88
Bill Pmt -Check	05/09/2013	53511	Weldor's Supply Ho...		2,773.00	53,430.88
Check	05/13/2013				128.00	53,302.88
Bill Pmt -Check	05/13/2013	53512	AT&T Mobile Phone		3,948.30	49,354.58
Bill Pmt -Check	05/13/2013	53513	BMW Credit Card		380.85	48,973.73
Bill Pmt -Check	05/13/2013	53514	Duke Energy		3,000.00	45,973.73
Sales Tax Payment	05/13/2013	53515	SC Department of Rev		46.64	45,927.09
Bill Pmt -Check	05/13/2013	53516	Yuh Kang Industrial ...		7,206.33	38,720.76
Deposit	05/14/2013				7,000.00	31,720.76
Bill Pmt -Check	05/15/2013	53517	Robert M. White	195.89		31,916.65
Check	05/15/2013	53518	Kevin Sprenger		1,000.00	30,916.65
Bill Pmt -Check	05/15/2013	53519	Hirani Special Servic...		700.00	30,216.65
Check	05/28/2013				1,400.00	28,816.65
Bill Pmt -Check	05/28/2013	53520	Charter Communica...		7,795.62	21,021.03
Bill Pmt -Check	05/28/2013	53521	CNA Insurance		374.40	20,646.63
Deposit	05/28/2013				656.84	19,989.79
Bill Pmt -Check	05/28/2013	53522	AZZ Galvanizer	181,686.00		201,675.79
Bill Pmt -Check	05/28/2013	53523	BB&T Financial, FSB		4,844.63	196,831.16
Bill Pmt -Check	05/28/2013	53524	DuBose Steel Inc		140.00	196,691.16
Bill Pmt -Check	05/28/2013	53525	Fastenal Company		10,892.62	185,798.54
Bill Pmt -Check	05/28/2013	53526	First Bank		2,963.00	182,835.54
Bill Pmt -Check	05/28/2013	53527	Hirani Special Servic...		14,352.64	168,482.90
Bill Pmt -Check	05/28/2013	53528	Home Depot		5,000.00	163,482.90
Bill Pmt -Check	05/28/2013	53529	LDI Reproprinting C...		1,000.00	162,482.90
Bill Pmt -Check	05/28/2013	53530	Perry Stud Welding		445.48	162,037.42
Bill Pmt -Check	05/28/2013	53531	Saunders & Compa...		1,540.65	160,496.77
Check	05/28/2013	53532	The Copy Spot, Inc.		100.00	160,396.77
Check	05/28/2013	53533	Stewart and Crouch		529.05	159,867.72
Check	05/28/2013	53534	Patricia Sprenger		5,000.00	154,867.72
Check	05/28/2013				7,000.00	147,867.72
Check	05/30/2013	53535	Kevin Sprenger		1,950.00	145,917.72
Check	05/31/2013				350.00	145,567.72
General Journal	06/04/2013	148			3,888.97	141,678.75
Bill Pmt -Check	06/04/2013	53536	Yuh Kang Industrial ...		586.37	141,092.38
Check	06/10/2013				10,000.00	131,092.38
Bill Pmt -Check	06/10/2013	53537	Diamond Springs		3,855.70	127,236.68
Bill Pmt -Check	06/10/2013	53538	DuBose Steel Inc		22.42	127,214.26
Bill Pmt -Check	06/10/2013	53539	Greenville Water Sy...		32,629.55	94,584.71
Bill Pmt -Check	06/10/2013	53540	Home Depot		33.08	94,551.63
Bill Pmt -Check	06/10/2013	53541	LDI Reproprinting C...		1,000.00	93,551.63
Bill Pmt -Check	06/10/2013	53542	Lowe's Business Ac...		934.13	92,617.50
Bill Pmt -Check	06/10/2013	53543	SC Department of Rev		48.15	92,569.35
					2,000.00	90,569.35

4:06 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
General Journal	06/11/2013	149	SC Department of Rev		217.00	90,352.35
Sales Tax Payment	06/11/2013	53544	SC Department of Rev		10,633.00	79,719.35
Check	06/12/2013	53545	Marcell Sprenger		645.85	79,073.50
Bill Pmt -Check	06/13/2013	53547	Valley Joist		668.76	78,404.74
Check	06/14/2013	53548	Kevin Sprenger		700.00	77,704.74
Check	06/14/2013				3,864.34	73,840.40
Bill Pmt -Check	06/18/2013	53549	American Express		4,000.00	69,840.40
Bill Pmt -Check	06/18/2013	53550	AT&T Mobile Phone		384.03	69,456.37
Bill Pmt -Check	06/18/2013	53551	BMW Credit Card		3,000.00	66,456.37
Bill Pmt -Check	06/18/2013	53552	Carolina Welding an...		1,750.00	64,706.37
Bill Pmt -Check	06/18/2013	53553	Charter Communica...		375.14	64,331.23
Bill Pmt -Check	06/18/2013	53554	CNA Insurance		91.16	64,240.07
Bill Pmt -Check	06/18/2013	53555	Duke Energy		196.54	64,043.53
Bill Pmt -Check	06/18/2013	53556	Fastenal Company		3,042.48	61,001.05
Bill Pmt -Check	06/18/2013	53557	Fuller Consulting En...		451.25	60,549.80
Bill Pmt -Check	06/18/2013	53558	Glidden Professional...		1,350.00	59,199.80
Bill Pmt -Check	06/18/2013	53559	LDI Reproprinting C..		910.32	58,289.48
Bill Pmt -Check	06/18/2013	53560	Moss Heating and Air		185.10	58,104.38
Bill Pmt -Check	06/18/2013	53561	Powells Trash Servi...		39.20	58,065.18
Bill Pmt -Check	06/18/2013	53562	Precision Machine		350.00	57,715.18
Bill Pmt -Check	06/18/2013	53563	STI - Service Transp...		1,425.00	56,290.18
Bill Pmt -Check	06/18/2013	53564	Suburban Propane		84.07	56,206.11
Bill Pmt -Check	06/18/2013	53565	The Copy Spot, Inc.		208.00	55,998.11
Bill Pmt -Check	06/18/2013	53566	Upstate Computer		519.06	55,479.05
Bill Pmt -Check	06/18/2013	53567	Weldor's Supply Ho...		778.52	54,700.53
Check	06/19/2013				175.00	54,525.53
Check	06/20/2013	53568	Marcell Sprenger		800.00	53,725.53
Check	06/21/2013				3,964.70	49,760.83
Check	06/21/2013	53569	Kevin Sprenger		350.00	49,410.83
Check	06/24/2013	53570	Marcell Sprenger		81.00	49,329.83
Bill Pmt -Check	06/25/2013	53571	Pan-Link InT'L Corp		565.02	48,764.81
Check	06/27/2013	53572	Patricia Sprenger		7,000.00	41,764.81
Check	06/27/2013	53573	Kevin Sprenger		350.00	41,414.81
Check	06/27/2013		Golden Rule		1,950.00	39,464.81
Check	06/27/2013	53574	Carolina Welding an...		200.00	39,264.81
Check	06/27/2013				4,188.88	35,075.93
Deposit	07/01/2013			123,050.00		158,125.93
Bill Pmt -Check	07/01/2013	53575	BB&T Financial, FSB		137.00	157,988.93
Bill Pmt -Check	07/01/2013	53576	DuBose Steel Inc		37,996.67	119,992.26
Bill Pmt -Check	07/01/2013	53577	Fastenal Company		606.92	119,385.34
Bill Pmt -Check	07/01/2013	53578	LDI Reproprinting C ..		1,043.25	118,342.09
Bill Pmt -Check	07/01/2013	53579	Mass Mutual		1,245.31	117,096.78
Check	07/01/2013	53580	Saunders & Compa...		125.00	116,971.78
Bill Pmt -Check	07/01/2013	53581	Stewart and Crouch		5,000.00	111,971.78
Bill Pmt -Check	07/01/2013	53582	First Bank		14,352.64	97,619.14
Bill Pmt -Check	07/01/2013	53583	Hirani Special Servic...		3,000.00	94,619.14
Bill Pmt -Check	07/01/2013	53584	SC Department of Rev		2,000.00	92,619.14
Check	07/03/2013				4,293.86	88,325.28
Check	07/03/2013	53585	Kevin Sprenger		350.00	87,975.28
General Journal	07/08/2013	150		989.17		88,964.45
Bill Pmt -Check	07/09/2013	53586	Carolina Welding an...		3,500.00	85,464.45
Bill Pmt -Check	07/09/2013	53587	Habco Erectors		7,000.00	78,464.45
Sales Tax Payment	07/10/2013	53588	SC Department of Rev		4,154.50	74,309.95
Check	07/12/2013	53589	Kevin Sprenger		350.00	73,959.95
Check	07/12/2013				4,298.91	69,661.04
Deposit	07/15/2013			1,060.00		70,721.04
Check	07/15/2013	53590	Keith Gibbson		400.00	70,321.04
Bill Pmt -Check	07/15/2013	53691	Carolina Welding an ..		2,500.00	67,821.04
Bill Pmt -Check	07/16/2013	53592	American Express		2,000.00	65,821.04
Bill Pmt -Check	07/16/2013	53593	AT&T Mobile Phone		381.47	65,439.57
Bill Pmt -Check	07/16/2013	53594	BMW Credit Card		2,000.00	63,439.57
Bill Pmt -Check	07/16/2013	53595	Charter Communica...		373.87	63,065.70
Bill Pmt -Check	07/16/2013	53596	Cleveland Punch & ...		161.17	62,904.53
Bill Pmt -Check	07/16/2013	53597	CNA Insurance		364.00	62,540.53
Bill Pmt -Check	07/16/2013	53598	Diamond Springs		22.42	62,518.11
Bill Pmt -Check	07/16/2013	53599	Direct Metals DM		2,271.94	60,246.17
Bill Pmt -Check	07/16/2013	53600	Duke Energy		406.52	59,839.65
Bill Pmt -Check	07/16/2013	53601	Fastenal Company		332.19	59,507.46

4:06 PM
11/03/15
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	07/16/2013	53602	Glidden Professional...		1,350.00	58,157.46
Bill Pmt -Check	07/16/2013	53603	Greenville Water Sy..		28.91	58,128.55
Bill Pmt -Check	07/16/2013	53604	Home Depot		269.00	57,859.55
Bill Pmt -Check	07/16/2013	53605	Lowe's Business Ac..		488.90	57,370.65
Bill Pmt -Check	07/16/2013	53606	MSC Industrial Supply		19.88	57,350.77
Bill Pmt -Check	07/16/2013	53607	Powells Trash Servi..		40.00	57,310.77
Bill Pmt -Check	07/16/2013	53608	The Copy Spot, Inc.		282.42	57,028.35
Bill Pmt -Check	07/16/2013	53609	The Tool Shed, Inc		133.68	56,894.67
Bill Pmt -Check	07/16/2013	53610	Total Quality Logistics		525.00	56,369.67
Bill Pmt -Check	07/16/2013	53611	Upstate Computer		400.00	55,969.67
Bill Pmt -Check	07/16/2013	53612	Weldor's Supply Ho...		460.76	55,508.91
Deposit	07/17/2013			100,348.26		155,857.17
Bill Pmt -Check	07/17/2013	53613	DuBose Steel Inc		48,716.01	107,141.16
Bill Pmt -Check	07/17/2013	53614	Fastenal Company		599.15	106,542.01
Bill Pmt -Check	07/17/2013	53615	LDI Reproprinting C ..		1,251.62	105,290.39
Bill Pmt -Check	07/17/2013	53616	Perry Stud Welding		212.82	105,077.57
Check	07/17/2013		Golden Rule		1,950.00	103,127.57
Check	07/17/2013	53617	Patricia Sprenger		7,000.00	96,127.57
Bill Pmt -Check	07/17/2013	53618	Carolina Welding an...		2,500.00	93,627.57
Check	07/18/2013				4,456.73	89,170.84
Check	07/18/2013	53619	Kevin Sprenger		1,050.00	88,120.84
Bill Pmt -Check	07/18/2013	53620	Valley Joist		15,716.00	72,404.84
Bill Pmt -Check	07/18/2013	53622	Saunders & Compa..		101.00	72,303.84
Bill Pmt -Check	07/18/2013	53623	STI - Service Transp ..		355.00	71,948.84
Bill Pmt -Check	07/18/2013	53624	Suburban Propane		66.28	71,882.56
Bill Pmt -Check	07/18/2013	53625	The Copy Spot, Inc.		60.00	71,822.56
Bill Pmt -Check	07/18/2013	53626	Weldor's Supply Ho..		1,157.39	70,665.17
Bill Pmt -Check	07/22/2013	53627	First Bank		14,370.76	56,294.41
Deposit	08/08/2013			13,089.94		69,384.35
Check	08/08/2013				8,350.41	61,033.94
Bill Pmt -Check	08/08/2013	53628	Carolina Welding an..		6,050.00	54,983.94
Bill Pmt -Check	08/08/2013	53629	Action Industrial		322.40	54,661.54
Bill Pmt -Check	08/08/2013	53630	Fastenal Company		2,660.36	52,001.18
Bill Pmt -Check	08/08/2013	53631	Greenville Water Sy...		27.52	51,973.66
Bill Pmt -Check	08/08/2013	53632	Hertz Equipment Re...		1,029.59	50,944.07
Bill Pmt -Check	08/08/2013	53633	Home Depot		340.00	50,604.07
Bill Pmt -Check	08/08/2013	53634	LDI Reproprinting C ..		970.96	49,633.11
Bill Pmt -Check	08/08/2013	53635	Lowe's Business Ac...		89.00	49,544.11
Bill Pmt -Check	08/08/2013	53636	SC Department of Rev		2,000.00	47,544.11
Bill Pmt -Check	08/08/2013	53637	STI - Service Transp...		1,450.00	46,094.11
Bill Pmt -Check	08/08/2013	53638	Terex Services		760.00	45,334.11
Bill Pmt -Check	08/08/2013	53639	The Hartford		5,485.00	39,849.11
Check	08/09/2013	53640	Kevin Sprenger		350.00	39,499.11
Check	08/09/2013				3,822.35	35,676.76
Bill Pmt -Check	08/12/2013	53641	Department of Empl...		76.71	35,600.05
Deposit	08/12/2013			17,833.44		53,433.49
General Journal	08/13/2013	151			3.05	53,430.44
Bill Pmt -Check	08/13/2013	53643	City of Greenville		370.42	53,060.02
Deposit	08/15/2013			57,245.00		110,305.02
Check	08/15/2013	53644	Kevin Sprenger		350.00	109,955.02
Check	08/19/2013				3,942.90	106,012.12
Sales Tax Payment	08/19/2013	53647	SC Department of Rev		4,336.08	101,676.04
Bill Pmt -Check	08/19/2013	53648	American Express		2,000.00	99,676.04
Bill Pmt -Check	08/19/2013	53649	AT&T Mobile Phone		939.79	98,736.25
Bill Pmt -Check	08/19/2013	53650	BMW Credit Card		2,000.00	96,736.25
Bill Pmt -Check	08/19/2013	53651	Charter Communica...		374.60	96,361.65
Bill Pmt -Check	08/19/2013	53652	Duke Energy		425.74	95,935.91
Bill Pmt -Check	08/19/2013	53653	Hirani Special Servic...		2,000.00	93,935.91
Bill Pmt -Check	08/20/2013	53654	Carolina Welding an...		4,000.00	89,935.91
Check	08/23/2013				3,899.87	86,036.04
Check	08/23/2013	53655	Kevin Sprenger		350.00	85,686.04
Bill Pmt -Check	08/26/2013	53656	BB&T Financial, FSB		137.00	85,549.04
Bill Pmt -Check	08/26/2013	53657	DuBose Steel Inc		18,127.61	67,421.43
Bill Pmt -Check	08/26/2013	53658	First Bank		14,370.76	53,050.67
Bill Pmt -Check	08/26/2013	53659	LDI Reproprinting C...		372.49	52,678.18
Bill Pmt -Check	08/26/2013	53660	Lowe's Business Ac..		132.00	52,546.18
Bill Pmt -Check	08/26/2013	53661	Perry Stud Welding		109.72	52,436.46
Check	08/29/2013	53662	Kevin Sprenger		350.00	52,086.46

4:06 PM
11/03/16
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Check	08/29/2013	53663	Patricia Sprenger		7,000.00	45,086.46
Check	08/29/2013		Golden Rule		1,950.00	43,136.46
Check	08/30/2013				3,503.68	39,632.78
Bill Pmt -Check	08/30/2013	53664	Powells Trash Servi...		40.00	39,592.78
Check	08/30/2013	53665	Robert M. White		2,500.00	37,092.78
Check	09/06/2013	53666	Kevin Sprenger		350.00	36,742.78
Check	09/06/2013				3,598.43	33,144.35
Bill Pmt -Check	09/06/2013	53667	Keith Gibbson		600.00	32,544.35
Bill Pmt -Check	09/09/2013	53668	Action Industrial		65.28	32,479.07
Bill Pmt -Check	09/09/2013	53669	AZZ Galvanizer		1,744.67	30,734.40
Bill Pmt -Check	09/09/2013	53670	Diamond Springs		37.37	30,697.03
Bill Pmt -Check	09/09/2013	53671	DuBose Steel Inc		1,441.11	29,255.92
Bill Pmt -Check	09/09/2013	53672	Fastenal Company		293.09	28,962.83
Bill Pmt -Check	09/09/2013	53673	SC Department of Rev		2,000.00	26,962.83
Bill Pmt -Check	09/09/2013	53674	STI - Service Transp...		1,425.00	25,537.83
Bill Pmt -Check	09/09/2013	53675	Suburban Propane		84.49	25,453.34
Bill Pmt -Check	09/09/2013	53676	Terex Services		763.84	24,689.50
Bill Pmt -Check	09/09/2013	53677	The Copy Spot, Inc.		269.95	24,419.55
Bill Pmt -Check	09/09/2013	53678	Total Quality Logistics		550.00	23,869.55
Bill Pmt -Check	09/09/2013	53679	Valley Joist		1,684.68	22,184.87
Bill Pmt -Check	09/09/2013	53680	Weldor's Supply Ho...		369.00	21,815.87
General Journal	09/10/2013	152			0.71	21,815.16
Check	09/13/2013	53681	Kevin Sprenger		350.00	21,465.16
Check	09/13/2013				3,548.44	17,916.72
Deposit	09/16/2013			98,414.68		116,331.40
Bill Pmt -Check	09/16/2013	53682	Action Industrial		356.78	115,974.62
Bill Pmt -Check	09/16/2013	53683	American Express		2,000.00	113,974.62
Bill Pmt -Check	09/16/2013	53684	Diamond Springs		29.89	113,944.73
Bill Pmt -Check	09/16/2013	53685	DuBose Steel Inc		18,578.93	95,365.80
Bill Pmt -Check	09/16/2013	53686	Greenville Water Sy...		25.44	95,340.36
Bill Pmt -Check	09/16/2013	53687	Home Depot		381.00	94,959.36
Bill Pmt -Check	09/16/2013	53688	LDI Reproprinting C...		219.78	94,739.58
Bill Pmt -Check	09/16/2013	53689	PPG/Porter Paints		1,350.00	93,389.58
Bill Pmt -Check	09/16/2013	53690	Valley Joist		18,212.15	75,177.43
Bill Pmt -Check	09/16/2013	53691	Weldor's Supply Ho...		227.57	74,949.86
Deposit	09/17/2013			2,491.00		77,440.86
Sales Tax Payment	09/19/2013	53692	SC Department of Rev		6,055.38	71,385.48
Bill Pmt -Check	09/25/2013	53694	BMW Credit Card		5,000.00	66,385.48
Bill Pmt -Check	09/25/2013	53695	Action Industrial		509.61	65,875.87
Bill Pmt -Check	09/25/2013	53696	AT&T Mobile Phone		767.58	65,108.29
Bill Pmt -Check	09/25/2013	53697	BB&T Financial, FSB		278.00	64,830.29
Bill Pmt -Check	09/25/2013	53698	Charter Communica...		374.17	64,456.12
Bill Pmt -Check	09/25/2013	53699	DuBose Steel Inc		9,866.85	54,589.27
Bill Pmt -Check	09/25/2013	53700	Duke Energy		425.74	54,163.53
Bill Pmt -Check	09/25/2013	53701	Fastenal Company		54.76	54,108.77
Bill Pmt -Check	09/25/2013	53702	First Bank		14,370.76	39,738.01
Bill Pmt -Check	09/25/2013	53703	Greenville County T..		198.66	39,539.35
Bill Pmt -Check	09/25/2013	53704	LDI Reproprinting C...		2,150.26	37,389.09
Bill Pmt -Check	09/25/2013	53705	Lowe's Business Ac...		140.00	37,249.09
Bill Pmt -Check	09/25/2013	53706	Mass Mutual		1,245.31	36,003.78
Bill Pmt -Check	09/25/2013	53707	Powells Trash Servi...		40.00	35,963.78
Bill Pmt -Check	09/25/2013	53708	Saunders & Compa...		98.00	35,865.78
Bill Pmt -Check	09/25/2013	53709	Suburban Propane		115.20	35,750.58
Bill Pmt -Check	09/25/2013	53710	Terex Services		315.00	35,435.58
Bill Pmt -Check	09/25/2013	53711	The Copy Spot, Inc.		141.00	35,294.58
Bill Pmt -Check	09/25/2013	53712	Total Quality Logistics		1,175.00	34,119.58
Bill Pmt -Check	09/25/2013	53713	Upstate Computer		115.00	34,004.58
Bill Pmt -Check	09/25/2013	53714	Weldor's Supply Ho...		700.20	33,304.38
Deposit	09/25/2013			96,000.68		129,305.06
Check	09/25/2013		Golden Rule		2,000.00	127,305.06
Check	09/26/2013	53715	Kevin Sprenger		700.00	126,605.06
Check	09/27/2013				3,532.61	123,072.45
Check	09/27/2013	53716	Patricia Sprenger		7,000.00	116,072.45
Bill Pmt -Check	09/30/2013	53717	Stewart and Crouch		5,000.00	111,072.45
General Journal	10/03/2013	153			52.12	111,020.33
Check	10/04/2013				3,541.19	107,479.14
Check	10/04/2013	53718	Kevin Sprenger		350.00	107,129.14
Bill Pmt -Check	10/04/2013	53719	Action Industrial		352.24	106,776.90

4:06 PM
11/03/16
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	10/04/2013	53720	Diamond Springs		29.89	106,747.01
Bill Pmt -Check	10/04/2013	53721	DuBose Steel Inc		18,758.54	87,988.47
Bill Pmt -Check	10/04/2013	53722	Greenville Water Sy...		16.60	87,971.87
Bill Pmt -Check	10/04/2013	53723	Home Depot		386.00	87,585.87
Bill Pmt -Check	10/04/2013	53724	LDI Reproprinting C...		382.87	87,203.00
Bill Pmt -Check	10/04/2013	53725	Powells Trash Servi...		40.00	87,163.00
Bill Pmt -Check	10/04/2013	53726	Saunders & Compa...		124.00	87,039.00
Bill Pmt -Check	10/04/2013	53727	SC Department of Rev		2,000.00	85,039.00
Bill Pmt -Check	10/04/2013	53728	The Copy Spot, Inc.		151.20	84,887.80
Bill Pmt -Check	10/04/2013	53729	Weldor's Supply Ho...		1,696.92	83,191.88
Check	10/11/2013	53730	Kevin Sprenger		350.00	82,841.88
Check	10/11/2013				3,472.30	79,369.58
Bill Pmt -Check	10/16/2013	53731	American Express		2,000.00	77,369.58
Bill Pmt -Check	10/16/2013	53732	AT&T Mobile Phone		383.22	76,986.36
Bill Pmt -Check	10/16/2013	53733	BMW Credit Card		4,000.00	72,986.36
Bill Pmt -Check	10/16/2013	53734	Charter Communica...		374.56	72,611.80
Bill Pmt -Check	10/16/2013	53735	Duke Energy		372.20	72,239.60
Bill Pmt -Check	10/16/2013	53736	KC Steel & Supply, I..		280.00	71,959.60
Check	10/16/2013	53737	Kevin Sprenger		350.00	71,609.60
Sales Tax Payment	10/17/2013	53738	SC Department of Rev		8,162.20	63,447.40
Check	10/18/2013				3,510.21	59,937.19
Deposit	10/25/2013			21,550.33		81,487.52
Check	10/25/2013	53743	Kevin Sprenger		350.00	81,137.52
Check	10/26/2013				3,437.86	77,699.66
Bill Pmt -Check	10/30/2013	53744	Direct Metals DM		1,732.08	75,967.58
Bill Pmt -Check	10/30/2013	53745	First Bank		14,386.97	61,580.61
Bill Pmt -Check	10/30/2013	53746	Grainger		96.56	61,484.05
Bill Pmt -Check	10/30/2013	53747	Saunders & Compa...		96.00	61,388.05
Bill Pmt -Check	10/30/2013	53748	Suburban Propane		30.28	61,357.77
Bill Pmt -Check	10/30/2013	53749	Upstate Computer		541.40	60,816.37
Bill Pmt -Check	10/30/2013	53750	Weldor's Supply Ho...		4,613.92	56,202.45
Check	10/30/2013				1,950.00	54,252.45
Check	10/30/2013	53751	Patricia Sprenger		7,000.00	47,252.45
Check	10/31/2013	53752	Kevin Sprenger		350.00	46,902.45
Check	11/07/2013				3,347.45	43,555.00
Deposit	11/07/2013	53753	Marco Sprenger		516.14	43,038.86
Bill Pmt -Check	11/07/2013	53754	Diamond Springs	73,275.53		116,314.39
Bill Pmt -Check	11/07/2013	53755	DuBose Steel Inc		15.37	116,299.02
Bill Pmt -Check	11/07/2013	53756	Grainger		26,972.35	89,326.67
Bill Pmt -Check	11/07/2013	53757	Greenville Water Sy...		53.93	89,272.74
Bill Pmt -Check	11/07/2013	53758	Home Depot		32.88	89,239.86
Bill Pmt -Check	11/07/2013	53759	LDI Reproprinting C...		500.00	88,739.86
Bill Pmt -Check	11/07/2013	53760	Lowe's Business Ac...		1,840.29	86,899.57
Bill Pmt -Check	11/07/2013	53761	Perry Stud Welding		200.00	86,699.57
Bill Pmt -Check	11/07/2013	53762	SC Department of Rev		154.69	86,544.88
Bill Pmt -Check	11/07/2013	53763	The Copy Spot, Inc.		2,000.00	84,544.88
Bill Pmt -Check	11/07/2013	53764	The Hartford		204.30	84,340.58
Bill Pmt -Check	11/07/2013	53765	Total Quality Logistics		2,211.80	82,128.78
Bill Pmt -Check	11/07/2013	53766	Weldor's Supply Ho...		450.00	81,678.78
Deposit	11/07/2013				328.28	81,350.50
Bill Pmt -Check	11/07/2013	53767	KC Steel & Supply, I...	1,769.70		83,120.20
Check	11/11/2013				980.00	82,140.20
Check	11/15/2013	53768	Kevin Sprenger		3,558.42	78,581.78
Check	11/15/2013				700.00	77,881.78
Bill Pmt -Check	11/15/2013	53769	American Express		3,558.42	74,323.36
Bill Pmt -Check	11/15/2013	53770	Duke Energy		2,000.00	72,323.36
Sales Tax Payment	11/18/2013	53771	SC Department of Rev		305.29	72,018.07
Bill Pmt -Check	11/18/2013	53772	Action Industrial		5,197.26	66,820.81
Bill Pmt -Check	11/18/2013	53773	AT&T Mobile Phone		2,145.85	64,674.96
Bill Pmt -Check	11/18/2013	53774	BJ Design Services		284.55	64,390.41
Bill Pmt -Check	11/18/2013	53775	BMW Credit Card		400.00	63,990.41
Bill Pmt -Check	11/18/2013	53776	Charter Communica...		2,000.00	61,990.41
Bill Pmt -Check	11/18/2013	53777	DuBose Steel Inc		374.26	61,616.15
Bill Pmt -Check	11/18/2013	53778	LDI Reproprinting C...		1,406.01	60,210.14
Bill Pmt -Check	11/18/2013	53779	Perry Stud Welding		1,529.12	58,681.02
Bill Pmt -Check	11/18/2013	53780	Powells Trash Servi..		36.43	58,644.59
Bill Pmt -Check	11/18/2013	53781	Total Quality Logistics		40.00	58,604.59
					450.00	58,154.59

4:08 PM
11/03/16
Cash Basis

MSPS
General Ledger
As of December 31, 2013

Type	Date	Num	Name	Debit	Credit	Balance
Bill Pmt -Check	11/18/2013	53782	AT&T Mobile Phone		100.82	58,053.77
Deposit	11/18/2013			9,500.00		67,553.77
Check	11/22/2013				3,541.22	64,012.55
Check	11/22/2013	53783	Kevin Sprenger		350.00	63,662.55
Check	11/26/2013	53784	Patricia Sprenger		7,000.00	56,662.55
Check	11/26/2013	53785	Kevin Sprenger		350.00	56,312.55
Check	11/26/2013				3,558.42	52,754.13
Deposit	12/02/2013			6,655.08		59,409.21
Check	12/02/2013				1,995.00	57,414.21
Bill Pmt -Check	12/02/2013	53786	Detroit Industrial Tool		132.49	57,281.72
Bill Pmt -Check	12/02/2013	53787	Direct Metals DM		32.34	57,249.38
Bill Pmt -Check	12/02/2013	53788	DuBose Steel Inc		14,630.59	42,618.79
Bill Pmt -Check	12/02/2013	53789	First Bank		5,500.00	37,118.79
Bill Pmt -Check	12/02/2013	53790	Saunders & Compa...		120.00	36,998.79
Bill Pmt -Check	12/02/2013	53791	Suburban Propane		70.48	36,928.31
Bill Pmt -Check	12/02/2013	53792	Terex Services		2,240.62	34,687.69
Bill Pmt -Check	12/02/2013	53793	The Copy Spot, Inc.		110.74	34,576.95
Bill Pmt -Check	12/02/2013	53794	Upstate Computer		305.00	34,271.95
Bill Pmt -Check	12/02/2013	53795	Weldor's Supply Ho...		549.31	33,722.64
Deposit	12/05/2013			15,060.30		48,782.94
Check	12/09/2013				3,608.44	45,174.50
Bill Pmt -Check	12/09/2013	53797	American Express		2,000.00	43,174.50
Bill Pmt -Check	12/09/2013	53798	BB&T Financial, FSB		283.00	42,891.50
Bill Pmt -Check	12/09/2013	53799	BJ Design Services		2,000.00	40,891.50
Bill Pmt -Check	12/09/2013	53800	Greenville Water Sy..		26.13	40,865.37
Bill Pmt -Check	12/09/2013	53801	Home Depot		500.00	40,365.37
Bill Pmt -Check	12/09/2013	53802	Lowe's Business Ac...		400.00	39,965.37
Bill Pmt -Check	12/09/2013	53803	SC Department of Rev		2,000.00	37,965.37
Check	12/09/2013	53804	Marco Sprenger		309.23	37,656.14
Check	12/09/2013	53805	Kevin Sprenger		700.00	36,956.14
Check	12/13/2013				3,601.52	33,354.62
General Journal	12/16/2013	155		19.09		33,373.71
Bill Pmt -Check	12/18/2013	53808	SC Department of Rev		401.70	32,972.01
Sales Tax Payment	12/18/2013	53809	SC Department of Rev		526.80	32,445.21
Bill Pmt -Check	12/18/2013	53810	AT&T Mobile Phone		105.82	32,339.39
Bill Pmt -Check	12/18/2013	53811	BMW Credit Card		1,000.00	31,339.39
Bill Pmt -Check	12/18/2013	53812	Charter Communica...		374.15	30,965.24
Bill Pmt -Check	12/18/2013	53813	Duke Energy		285.75	30,679.49
Bill Pmt -Check	12/18/2013	53814	DuBose Steel Inc		9,355.06	21,324.43
Bill Pmt -Check	12/19/2013	53815	Glidden Professional...		2,776.95	18,548.48
Check	12/19/2013	53816	Kevin Sprenger		700.00	17,848.48
Deposit	12/19/2013			3,446.00		21,294.48
Check	12/19/2013	53817	Keith Gibbson		400.00	20,894.48
Check	12/20/2013				7,216.86	13,677.62
Check	12/30/2013	53819	Kevin Sprenger		350.00	13,327.62
Check	12/30/2013				1,950.00	11,377.62
Deposit	12/30/2013			35,600.00		46,977.62
Check	12/30/2013				3,608.42	43,369.20
Check	12/30/2013	53820	Marco Sprenger		267.53	43,101.67
Bill Pmt -Check	12/30/2013	53821	First Bank		5,500.00	37,601.67
Total Bank of America				1,304,672.99	1,323,493.93	37,601.67
Accounts Receivable						-1,009,699.13
Payment	01/14/2013	59212	Peery Construction	515.16		-1,009,183.97
Payment	01/14/2013	59212	Peery Construction		515.16	-1,009,699.13
Payment	01/18/2013		Monteith Construction		21,450.00	-1,031,149.13
Payment	01/18/2013		Monteith Construction	17,581.00		-1,013,568.13
Payment	01/23/2013	19834	China Construction ...		54,409.50	-1,067,977.63
Payment	01/23/2013	19834	China Construction ...	54,409.50		-1,013,568.13
Payment	02/26/2013	20082	China Construction ...		30,495.00	-1,044,063.13
Payment	02/27/2013	20082	China Construction ...	30,495.00		-1,013,568.13
Payment	03/11/2013		China Construction ...	101,115.00		-912,453.13
Payment	03/11/2013		China Construction ...		101,115.00	-1,013,568.13
Payment	03/14/2013	076784	Rand Construction:J..		4,770.00	-1,018,338.13
Payment	03/25/2013	20392	China Construction ..		58,850.00	-1,077,188.13
Payment	03/25/2013	59646	Peery Construction	58.30		-1,077,129.83
Payment	03/25/2013	59646	Peery Construction		58.30	-1,077,188.13
Payment	04/01/2013	20392	China Construction ..	58,850.00		-1,018,338.13

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

SC0B

11067
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

Your Account(s) At A Glance	
Checking Balance	21,463.60+

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	72,817.47+
0 Deposits	0.00
2 Other Credits	142.26+
Interest Earned This Period	0.35+
6 Checks	41,551.30-
59 Other Debits	9,945.18-
Monthly Service Charge	0.00
Ending Balance	21,463.60+

Statement Period Days	28
Average Collected Balance	45,485.00+
Annual Percentage Yield Earned*	0.01%
Total Interest Earned YTD	0.52+

*For this statement period

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

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$

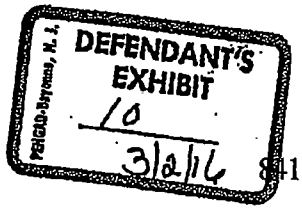
Account No.	480534345809
Payment Amount Due	0.00
Past Due Amount	0.00
Minimum Payment Due	0.00
Due Date	04-09-2015

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809



Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
2-19	FDR Debit Card Visa #1131 Amazon *mktplce Eu-Uk Amazon.Co.Uk Wa	73.26
1-12	Transfer 000000000001131 03-11 ATM 002 Seq # 96138 Progressive In Refundprogressiv Mayfield Vlg Oh	69.00
	Total	142.26
03-13	Interest	0.35

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	03-04	24.64	1422	03-02	1,095.00	1427*	03-06	250.00
1421	02-26	40,000.00	1424*	03-03	106.66	1428	03-06	75.00

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

Other Debits From Your Account

Date	Description	Amount
02-17	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	22.99
02-17	Purchase Visa #1131 02-13 ATM 061452 Seq # 63801 The Home Depot 669 Fairview Roa Simpsonville SC	68.25
02-17	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	69.97
02-17	FDR Debit Card Visa #1131 Amazon *mktplce Eu-Uk Amazon.Co.Uk Wa	73.26
02-17	Purchase Visa #1131 02-16 ATM 000147 Seq # 47460 Bath & Body Wor 700 Haywood RD Greenville SC	104.94
02-17	Purchase Visa #1131 02-16 ATM 144820 Seq # 27615 Champs 14482 Greenville SC	105.99
02-17	FDR Debit Card Visa #1131 Hendrick Bmw Charlotte NC	416.53
02-17	Charter Chkpayment 01538	187.06
02-17	Nationwide Mutua Checkpaymt 01539	297.40
02-19	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-756-5005 Pa	103.89
02-23	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	12.15
02-23	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	19.95
02-23	FDR Debit Card Visa #1131 Champs Sports 800-8262205 Wi	98.08
02-25	Purchase Visa #1131 02-25 ATM P06130 Seq # 1576 Publix 655 Fairview RD Simpsonville SC	38.38
2-25	Purchase Visa #1131 02-25 ATM Eh6Pa1 Seq # 41115 Hob-Lob #318 151 Greenville SC	41.06
02-25	Purchase Visa #1131 02-25 ATM 362800 Seq # 97913 Wal-Mart Super 3628 Wal-Sams Simpsonville SC	140.61
02-26	Transfer Mobile Pob 02-26 480532089416	150.00
02-27	Purchase Visa #1131 02-27 ATM P06130 Seq # 1932 Publix 655 Fairview RD Simpsonville SC	54.04

First Citizens

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

11067

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

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
02-27	Purchase Visa #1131 02-27 ATM 302192 Seq # 15586 Cvs 02192 02192-698 Fair Simpsonville SC	58.80
02-27	FDR Debit Card Visa #1131 1-800-Flowers.Com,Inc. 800-468-1141 Ny	69.98
02-27	FDR Debit Card Visa #1131 1001 Shops 248-592-9745 Mi	128.25
03-02	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	11.25
03-02	Purchase Visa #1131 02-28 ATM 001 Seq # 64230 Ac Moore Str #5 1117 Woodruff RD Greenville SC	42.37
03-02	Purchase Visa #1131 02-28 ATM Eh6Pa1 Seq # 55040 Bedbath&beyond# Greenville SC	82.63
03-02	Purchase Visa #1131 03-01 ATM 991005 Seq # 3121 Costco Whse #10 1021 Woodruff RD Greenville SC	129.08
03-02	Purchase Visa #1131 02-28 ATM 991005 Seq # 90209 Costco Whse #10 1021 Woodruff RD Greenville SC	167.07
03-02	Purchase Visa #1131 03-02 ATM 002 Seq # 11648 Bmw Financialse Bmw Financialser Hilliard Oh	767.55
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	14.95
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	14.95
03-03	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	18.95
03-03	FDR Debit Card Visa #1131 Totallegal.Com 866-8156840 Wa	19.95
03-03	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	23.43
03-03	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	35.72
03-03	FDR Debit Card Visa #1131 Old Time Pottery 0031 Greenville SC	72.93
03-03	Purchase Visa #1131 03-03 ATM Eh6Pa1 Seq # 19957 Bi-Lo Grocery # Simpsonville SC	82.66
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	9.99
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	15.98
03-04	FDR Debit Card Visa #1131 Amazon Mktplace Pmts Amzn.Com/Bill Wa	80.97
03-04	Kohl's Dept Stn Chg Pymt **********0854	100.00
03-04	Wfhm Mortgage Checkpaymt 01423	2,246.26
03-05	Purchase Visa #1131 03-05 ATM 226500 Seq # 2142 Wm Supercenter Wal-Mart Super C Simpsonville SC	65.80
03-05	Purchase Visa #1131 03-05 ATM P06130 Seq # 1597 Publix 655 Fairview RD Simpsonville SC	101.29
03-05	Purchase Visa #1131 03-05 ATM 002 Seq # 18400 Progressive In Progressive Ins Mayfield Vlg Oh	420.00
03-05	Duke Energy SE Web_pay **********0415	405.30
03-06	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 NJ	5.59
03-06	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 NJ	5.59
03-06	FDR Debit Card Visa #1131 Barnes&noble*com 800-843-2665 NJ	6.29
03-06	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8820042 SC	17.96
03-06	FDR Debit Card Visa #1131 Gan*1120Grnvillenewclr 888-426-0491 In	28.52
03-09	FDR Debit Card Visa #1131 Spk*spokeo 18006994264 800-6994264 Ca	14.85
03-09	Purchase Visa #1131 03-08 ATM 00N0PO Seq # 70968 7-Eleven 228 Harrison Bri Simpsonville SC	29.29
03-09	Purchase Visa #1131 03-06 ATM 000000 Seq # 38842 The Mens Wearhou Greenville SC	592.52
03-10	Purchase Visa #1131 03-10 ATM P06130 Seq # 1944 Publix 655 Fairview RD Simpsonville SC	126.40
03-10	FDR Debit Card Visa #1131 Expedia*198881555312 Expedia.Com Nv	1,086.84
03-12	Purchase Visa #1131 03-12 ATM Eh6Pa1 Seq # 17416 Wholefds Wdf 102 Greenville SC	40.25
03-12	FDR Debit Card Visa #1131 1-800-Flowers.Com,Inc. 800-468-1141 Ny	69.98
03-12	Transfer Mobile Pcb 03-12 480532087816	150.00
03-13	Purchase Visa #1131 03-13 ATM 991005 Seq # 45864 Costco Whse #10 1021 Woodruff RD Greenville SC	165.99
03-13	Nationwide Mutua Checkpaymt 01429	416.45
	Total	9,945.18

Statement Period: February 14, 2015 Thru March 13, 2015 Account Number: [redacted]

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-17	71,471.08+	02-27	30,629.15+	03-06	24,086.82+
02-19	71,440.45+	03-02	28,334.20+	03-09	23,450.16+
02-23	71,310.27+	03-03	27,944.00+	03-10	22,236.92+
02-25	71,090.22+	03-04	25,466.16+	03-12	22,045.69+
02-26	30,940.22+	03-05	24,473.77+	03-13	21,463.60+

Overdraft Protection

Loan Account Number: [redacted]

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**03/13/2015**
		Days In The Billing Cycle Period	28
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**04/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged in 2015	0.00
Total Interest Charged in 2015	0.00

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for February 1, 2015 to February 28, 2015

Account number [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

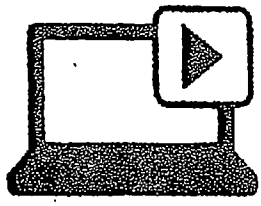
Account summary

Beginning balance on February 1, 2015	$118,055.89
Deposits and other credits	47,727.65
Withdrawals and other debits	-12,526.07
Checks	-113,817.09
Service fees	-59.50
Ending balance on February 28, 2015	**$39,380.88**

# of deposits/credits: 2
# of withdrawals/debits: 69
# of items-previous cycle[1]: 0
# of days in cycle: 28
Average ledger balance: $42,558.52

[1]Includes checks paid,deposited items&other debits

PATRICO-Paterson, N. J.
DEFENDANT'S EXHIBIT
11
3/2/16



Do what you love.
Let us help with the rest.

Watch videos about products and services that can help you improve cash flow, automate vendor payments, manage payroll and much more.

Visit bankofamerica.com/SBvideos.

Bank of America, N.A. Member FDIC. ©2015 Bank of America Corporation ARGFWKRD | AD-10-14-0198.B

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | [redacted] | February 1, 2015 to February 28, 2015

Deposits and other credits

Date	Description	Amount
02/02/15	Deposit	7,727.65
02/26/15	Deposit	40,000.00
Total deposits and other credits		**$47,727.65**

Withdrawals and other debits

Date	Description	Amount
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
02/04/15	IRS DES:USATAXPYMT ID:270543552525635 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-626.10
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
02/04/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER' CO ID:9005900018 PPD	-163.19
02/04/15	SC DEPT REVENUE DES:DEBIT ID:6889456-1 INDN:X CO ID:5576000286 CCD	-131.78
02/11/15	IRS DES:USATAXPYMT ID:270544231646817 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-688.38
02/11/15	SC DEPT REVENUE DES:DEBIT ID:6902545-1 INDN:X CO ID:5576000286 CCD	-135.70
02/18/15	RETURN ITEM CHARGEBACK	-4,260.00
02/18/15	IRS DES:USATAXPYMT ID:270544945679830 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-578.06
02/18/15	SC DEPT REVENUE DES:DEBIT ID:6925686-1 INDN:X CO ID:5576000286 CCD	-121.91
02/19/15	WIRE TYPE:INTL OUT DATE:150219 TIME:1016 ET TRN:2015021900149979 SERVICE REF:493646 BNF:MAKTEK STEEL SOLUTION ID:602705500597 BNF BK:I CICI BANK LIMITED ID:INICIC0006027 PMT DET:NDBQFU7 HR Services	-1,500.00
02/25/15	IRS DES:USATAXPYMT ID:270545633274087 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-591.90
02/25/15	SC DEPT REVENUE DES:DEBIT ID:6954649-1 INDN:X CO ID:5576000286 CCD	-119.33

continued on the next page

Small Business Community Learning Center

Learn ways to prevent business fraud

Find out how you can improve your **Fraud Prevention** from pros in the field at our online Learning Center. Also, get information on:

- Cash Flow Management
- Credit & Lending

It's all part of the **Small Business Community.**

Visit **bankofamerica.com/sbc.**

Bank of America, N.A. Member FDIC. ©2014 Bank of America Corporation
ARWGNQBS | AD-04-14-0351.B

Withdrawals and other debits - continued

Date	Description	Amount
Card account # XXXX XXXX XXXX 8614		
02/13/15	CHECKCARD 0212 SISKIN STEEL & SPLY CO CHATTANOOGA TN 24445005044600278274540 CKCD 5051 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-1,502.70
02/24/15	BRANCH BANK & 02/24 #000093659 WITHDRWL BRANCH BANKING AN WEST COLUMBIA SC	-123.00
Subtotal for card account # XXXX XXXX XXXX 8614		**-$1,625.70**
Total withdrawals and other debits		**-$12,526.07**

Checks

Date	Check #	Amount
02/02/15	54364	-212.00
02/10/15	54365	-1,649.44
02/09/15	54366	-4,011.00
02/13/15	54367	-1,382.93
02/13/15	54368	-335.80
02/13/15	54369	-224.00
02/17/15	54370	-650.00
02/09/15	54371	-389.64
02/10/15	54372	-134.99
02/06/15	54373	-2,179.64
02/19/15	54374	-1,195.05
02/09/15	54375	-2,349.20
02/05/15	54376	-2,003.13
02/06/15	54377	-5,500.00
02/06/15	54378	-51,984.03
02/10/15	54379	-300.00
02/05/15	54380	-3,200.00
02/10/15	54381	-8,360.00
02/09/15	54382	-1,865.01
02/09/15	54383	-131.24
02/03/15	54384	-300.00
02/24/15	54385	-250.00
02/17/15	54386	-957.00
02/18/15	54387	-960.00
02/17/15	54388	-366.16
02/19/15	54389	-3,325.00
02/17/15	54390	-2,000.00
02/17/15	54392*	-2,000.00
02/17/15	54393	-4,818.50
02/25/15	54394	-147.00
02/26/15	54396*	-87.02
02/02/15	54643*	-322.96
02/02/15	54644	-596.12
02/02/15	54645	-529.01
02/09/15	54648*	-596.12
02/10/15	54649	-529.01
02/06/15	54650	-385.53
02/06/15	54651	-1,007.39
02/09/15	54652	-313.02
02/17/15	54653	-596.12
02/17/15	54654	-529.01
02/13/15	54655	-1,007.37
02/17/15	54656	-450.56
02/23/15	54657	-177.76
02/23/15	54658	-596.12
02/24/15	54659	-529.01
02/20/15	54660	-1,007.39
02/23/15	54661	-369.44
02/27/15	54665*	-1,007.37
Total checks		**-$113,817.09**
Total # of checks		**49**

* *There is a gap in sequential check numbers*

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | [redacted] February 1, 2015 to February 28, 2015

Service fees

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 01/30/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month	
○ Bank of America Merchant Services		○ $2,500+	in net new purchases on a linked Business credit card
○ Payroll Service by Intuit®		✓ $15,000+	average monthly balance in primary checking account
○ Small Business Remote Deposit Online Service		✓ $35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Date	Transaction description	Amount
02/18/15	RETURNED ITEM CHARGEBACK FEE	-12.00
02/19/15	Wire Transfer Fee	-45.00
02/24/15	BRANCH BANK & 02/24 #000093659 WITHDRWL	-2.50
Total service fees		**-$59.50**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
02/01	118,055.89	02/10	34,029.97	02/20	3,381.33
02/02	124,123.45	02/11	33,205.89	02/23	2,238.01
02/03	123,823.45	02/13	28,753.09	02/24	1,333.50
02/04	120,918.36	02/17	16,385.74	02/25	475.27
02/05	115,715.23	02/18	10,453.77	02/26	40,388.25
02/06	54,658.64	02/19	4,388.72	02/27	39,380.88
02/09	45,003.41				

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

Bank of America

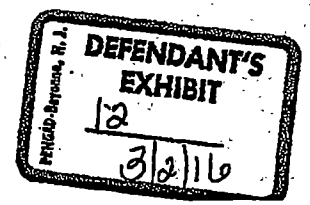
Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

Member FDIC
05-14-2005B 10-2012



Bank of America

P.O. Box 15284
Wilmington, DE 19850

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for July 1, 2015 to July 31, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on July 1, 2015	$16,391.95
Deposits and other credits	53,514.99
Withdrawals and other debits	-5,177.01
Checks	-42,970.84
Service fees	-0.00
Ending balance on July 31, 2015	$21,759.09

# of deposits/credits: 2

# of withdrawals/debits: 50

# of items-previous cycle[1]: 68

# of days in cycle: 31

Average ledger balance: $22,054.63

[1]Includes checks paid,deposited items&other debits

DEFENDANT'S EXHIBIT 13 3/2/16

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint

Visit vistaprint.com and enter BOFA500 at checkout.

Expires 10.1.15. S & H charges and restrictions apply. See website for details. | Vistaprint is a part of Cimpress and its privacy, information security & information sharing practices may be different from those of Bank of America®. Bank assumes no responsibility for customer service, fulfillment or billing. By responding to this offer, you disclose to Vistaprint you are a Bank of America customer. ARGRND75

850

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | [redacted] July 1, 2015 to July 31, 2015

Deposits and other credits

Date	Description	Amount
07/15/15	Deposit	25,000.00
07/20/15	Deposit	28,514.99
Total deposits and other credits		**$53,514.99**

Withdrawals and other debits

Date	Description	Amount
07/01/15	IRS DES:USATAXPYMT ID:270558274978280 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-581.78
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
07/06/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
07/08/15	IRS DES:USATAXPYMT ID:270558924272970 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-524.02
07/08/15	SC DEPT REVENUE DES:DEBIT ID:7423721-1 INDN:X CO ID:5576000286 CCD	-125.32
07/15/15	IRS DES:USATAXPYMT ID:270559652830672 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
07/15/15	SC DEPT REVENUE DES:DEBIT ID:7447251-1 INDN:X CO ID:5576000286 CCD	-131.66
07/22/15	IRS DES:USATAXPYMT ID:270560350856225 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-654.52
07/22/15	SC DEPT REVENUE DES:DEBIT ID:7476216-1 INDN:X CO ID:5576000286 CCD	-137.95
07/29/15	IRS DES:USATAXPYMT ID:270561020662133 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-566.74
07/29/15	SC DEPT REVENUE DES:DEBIT ID:7504358-1 INDN:X CO ID:5576000286 CCD	-122.47
Total withdrawals and other debits		**-$5,177.01**

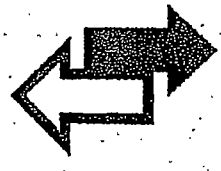
TIP OF THE MONTH

Transferring funds is a snap

Now you can send transfers from business accounts to a Bank of America® personal account, including your own.

Later this year, you'll be able to send transfers from your business accounts to any other Bank of America business account *and* from your personal account to any Bank of America business account.

Click on the **Transfers** tab when logged in at **bankofamerica.com/smallbusiness.**



ARYRND4V | SSM-02-15-0019.B

Checks

Date	Check #	Amount
07/21/15	54529	-40.20
07/24/15	54550*	-40.20
07/27/15	54551	-388.80
07/21/15	54552	-980.00
07/23/15	54553	-220.64
07/24/15	54554	-950.00
07/21/15	54555	-55.39
07/23/15	54556	-500.02
07/20/15	54557	-21,300.21
07/23/15	54558	-721.00
07/23/15	54559	-389.00
07/24/15	54560	-426.85
07/20/15	54561	-2,000.00
07/28/15	54563*	-380.23
07/28/15	54564	-2,000.00
07/28/15	54565	-2,509.60
07/06/15	54739*	-614.46
07/06/15	54740	-585.29
07/06/15	54741	-585.29
07/14/15	54742	-151.63
07/02/15	54743	-299.00
07/13/15	54744	-614.46
07/13/15	54745	-585.29
07/13/15	54746	-585.29
07/10/15	54747	-420.28
07/20/15	54748	-248.82
07/20/15	54749	-614.46
07/20/15	54750	-585.29
07/21/15	54751	-585.29
07/17/15	54752	-324.15
07/17/15	54753	-420.28
07/27/15	54754	-614.46
07/29/15	54755	-585.29
07/28/15	54756	-585.29
07/24/15	54757	-372.17
07/24/15	54758	-317.80
07/31/15	54763*	-374.41
Total checks		**-$42,970.84**
Total # of checks		**37**

* *There is a gap in sequential check numbers*

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	$0.00	$35.00
Total NSF: Returned Item fees	$0.00	$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.
Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

continued on the next page

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | Account # [redacted] | July 1, 2015 to July 31, 2015

Service fees - continued

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 06/30/15:

You are an active user of one of the following services	OR	At least one of the following occurred during the previous month	
○ Bank of America Merchant Services		○ $2,500+	in net new purchases on a linked Business credit card
○ Payroll Service by Intuit®		✓ $15,000+	average monthly balance in primary checking account
○ Small Business Remote Deposit Online Service		○ $35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
07/01	15,810.17	07/14	8,935.33	07/23	31,993.40
07/02	15,511.17	07/15	33,255.63	07/24	29,886.38
07/06	11,941.62	07/17	32,511.20	07/27	28,883.12
07/08	11,292.28	07/20	36,277.41	07/28	23,408.00
07/10	10,872.00	07/21	34,616.53	07/29	22,133.50
07/13	9,086.96	07/22	33,824.06	07/31	21,759.09

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

MS Production Solution LLC August 23rd 2007

Benefit Agreement between MSPS and Manfred Sprenger

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

Duties:

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

Salary and benefit:

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

Sincerely

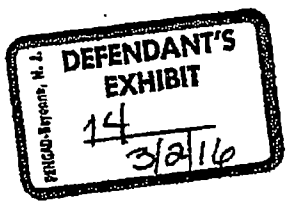
Manfred Sprenger

President MSPS

Manfred Sprenger 8-23-07

Summary 2013 through 2015

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



Jan 1st 2013to December 2013

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

Manfred should have received	$ 144,000.00	salary	Jan throuh Dec
Manfred received salary	$ (56,000.00)		
MSPS does owe Salery to Manfred	$ 88,000.00		

Jan 1st 2014to December 2014

	Benefit aggreement	Bank of America account				
Month		check #	Date	Manfred to MSPS	MSPS payments to Manfred	Description
January	$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
February	$ 12,000.00			$ 10,000.00		Manfred to MSPS cash from home to cover cashflow
					$ (7,000.00)	salary for Manfred
March	$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
April	$ 12,000.00				$ (40,000.00)	salaries owed to Manfred
					$ (7,000.00)	salary for Manfred
May	$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
June	$ 12,000.00				$ (14,000.00)	salary for Manfred
July	$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
August	$ 12,000.00				$ (27,000.00)	Salaries to Manfred
Sept	$ 12,000.00					no deposit and no credit (Manfred did not receive salary)
Oct	$ 12,000.00				$ (70,000.00)	from MSPS to Manfred to cover for short paid salaries
					$ (7,000.00)	salary for Manfred
Nov	$ 12,000.00	1116	24-Nov	$ 40,000.00		Manfred to MSPS to cover cash flow/ payroll
					$ (7,000.00)	salary for Manfred
Dec	$ 12,000.00				$ (7,000.00)	salary for Manfred
	$ 144,000.00			$ 50,000.00	$ (186,000.00)	

Manfred should have received	$ 144,000.00	salary for 12 months Dec
Manfred received salary	$ (186,000.00)	
MSPS does owe Salary and car to Manfred	$ (42,000.00)	
Manfred paid to MSPS to cover cashflow	$ 50,000.00	
Balance that year owed by MSPS to Manfred	$ 8,000.00	

Jan 1st 2015 to Dect 31st 2015

Month	Benefit aggreement	Bank of America account					Description
		check #	Date	Manfred to MSPS	MSPS payments to Manfred		
January	$ 12,000.00					no deposit and no cre	
February	$ 12,000.00	1421	2/26/2015	$ 40,000.00		check from First Citize	
March	$ 12,000.00					no deposit and no cre	
April	$ 12,000.00					no deposit and no cre	
May	$ 12,000.00					no deposit and no cre	
June	$ 12,000.00	54522	6/1/2015		$ (60,000.00)	Salaries for Manfred	pd to Patricia
		54548	6/26/2015		$ (7,000.00)	salary for Manfred	
July	$ 12,000.00		7/15/2015	$ 25,000.00		Manfred did give MSI	asn into account
August	$ 12,000.00	54598	8/19/2019		$ (7,000.00)	salary for Manfred	
September	$ 12,000.00				$ (28,000.00)	Salaries for manfred	
October	$ 12,000.00						
November	$ 12,000.00				$ (10,000.00)		
December	$ 12,000.00				$ (10,000.00)		
				$ 65,000.00	$ (122,000.00)		

Manfred should have received	$ 144,000.00	salary Jan throuh Dec
Manfred received salary	$ (122,000.00)	
MSPS does owe Salary to Manfred	$ 22,000.00	
Manfred paid MSPS to cover cashflow	$ 65,000.00	
Balance this year owed to Manfred by MSPS	$ 87,000.00	

First Citizens

1230 Main Street
PO Box 28
Columbia, SC 29202-0028

11007
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

ZE
422

[redacted]

Your Account(s) At A Glance

Checking Balance	2,479.75+

Statement Period: May 15, 2015 Thru June 12, 2015 Account Number: [redacted]

Relationship Checking

Account Number: [redacted]

Enclosures In Statement: 0

Beginning Balance	1,477.89+	Statement Period Days	29
1 Deposits	60,000.00+	Average Collected Balance	18,232.00+
4 Other Credits	1,032.82+	Annual Percentage Yield Earned*	0.01%
Interest Earned This Period	0.15+	Total Interest Earned YTD	0.86+
4 Checks	51,227.52-	*For this statement period	
27 Other Debits	8,803.59-		
Monthly Service Charge	0.00		
Ending Balance	2,479.75+		

Deposits To Your Account

Date	Description	Amount
05-29	Customer Deposit	60,000.00
	Total	60,000.00

Direct Customer Inquiry Calls To FIRST CITIZENS Hotline At 1-888-812-4444.

DETACH AND RETURN THIS STUB WITH YOUR PAYMENT.

Name: PATRICIA R SPRENGER

CHECKLINE RESERVE PERSONAL

$

[redacted]

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

DDA-LOC 500808003 DDA-LOC

Amount Enclosed

FIRST CITIZENS
PO BOX 63400
CHARLOTTE NC 28263-3400

500808003 480534345809

DEFENDANT'S EXHIBIT 15

Statement Period: May 15, 2015 Thru June 12, 2015 Account Number: [redacted]

Other Credits And Interest To Your Account

Date	Description	Amount
-26	FDR Debit Card Visa #1131 Floraqueen Sant Just Des Es	12.10
05-26	FDR Debit Card Visa Debit Foreign Transaction Fee Floraqueen Es	0.12
06-02	Transfer 000000000001131 06-01 ATM 002 Seq # 53180 Progressive In Refundprogressiv Mayfield Vlg Oh	119.00
06-09	Mobile Check Deposit	901.60
	Total	1,032.82
06-12	Interest	0.15

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1484	06-02	57.52	1490*	06-05	75.00
1486*	06-03	1,095.00	1491	06-10	50,000.00

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

Other Debits From Your Account

Date	Description	Amount
05-19	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	69.77
05-19	Transfer Mobile Pcb 05-19 686308937671	250.00
05-20	FDR Debit Card Visa #1131 Amazon.com Amzn.Com/Bill Wa	6.98
05-22	Purchase Visa #1131 05-21 ATM 991005 Seq # 99125 Costco Whse #10 1021 Woodruff RD Greenville SC	271.91
05-26	Purchase Visa #1131 05-26 ATM 991102 Seq # 51339 Costco Whse #11 825 Alexander Dr Augusta Ga	87.85
05-27	Purchase Visa #1131 05-27 ATM P06130 Seq # 1954 Publix 855 Fairview RD Simpsonville SC	104.12
06-01	Purchase Visa #1131 05-31 ATM 291234 Seq # 46034 Quiktrip 1012 Woodruff RD Greenville SC	50.91
06-01	Purchase Visa #1131 05-31 ATM 991005 Seq # 49855 Costco Whse #10 1021 Woodruff RD Greenville SC	225.67
06-01	Purchase Visa #1131 06-01 ATM 002 Seq # 45790 Bmw Financialse Bmw Financialser Hilliard Oh	767.55
06-01	Transfer Mobile Pcb 05-30 686308937671	1,000.00
06-02	Kohl's Dept Sts Chg Pymt **********5218	150.00
06-02	Duke Energy SE Web_pay **********0115	213.56
06-03	FDR Debit Card Visa #1131 Spk*spokeo Search 800-6994264 Ca	18.95
06-03	FDR Debit Card Visa #1131 Fountain Inn Natural G 864-8620042 SC	22.94
06-03	Comenitycard Pay Check Pymt 1485	146.28
06-04	Transfer Mobile Pcb 06-04 480532089416	150.00
06-04	Transfer Mobile Pcb 06-04 686308937671	250.00

First Citizens

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

11007
PATRICIA R SPRENGER
MANFRED SPRENGER
308 SHAGBARK CIR
SIMPSONVILLE SC 29680-6940

Statement Period: May 15, 2015 Thru June 12, 2015 Account Number: [redacted]

Other Debits From Your Account

Date	Description	Amount
06-05	Nationwide Mutua Checkpaymt 01488	465.80
06-05	Nationwide Mutua Checkpaymt 01489	502.00
06-08	FDR Debit Card Visa #1131 Gan*1120Gmvillenewclr 888-426-0491 In	31.00
06-08	Purchase Visa #1131 06-08 ATM Eh8Pa1 Seq # 20375 Bi-Lo Grocery # Simpsonville SC	127.06
06-08	Miscellaneous Debit	1,339.16
06-09	Wfnm Mortgage Checkpaymt 01487	2,246.26
06-11	Purchase Visa #1131 06-11 ATM 291234 Seq # 25065 Quiktrip 1012 Woodruff RD Greenville SC	23.35
06-11	Purchase Visa #1131 06-11 ATM 890769 Seq # 47685 Aldi 76097 0626 1771 Woodruff RD Greenville SC	124.02
06-12	FDR Debit Card Visa #1131 Bathandbodyworks.Com 800-756-5005 Pa	63.59
06-12	Purchase Visa #1131 06-12 ATM 061452 Seq # 35701 The Home Depot 669 Fairview Roa Simpsonville SC	94.86
	Total	8,803.59

	Total Statement Cycle	Total Year-To-Date
Total Overdraft Fees	0.00	0.00
Total Insufficient Funds Fees	0.00	0.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-19	1,158.12+	06-01	58,665.35+	06-09	52,785.42+
05-20	1,151.14+	06-02	58,353.27+	06-10	2,785.42+
05-22	879.23+	06-03	57,070.10+	06-11	2,638.05+
05-26	803.60+	06-04	56,670.10+	06-12	2,479.75+
05-27	699.48+	06-05	55,627.30+		
05-29	60,699.48+	06-08	54,130.08+		

Overdraft Protection

Loan Account Number: 480534345809

Previous Balance	**0.00**	**Closing Date of Billing Cycle**	**06/12/2015**
		Days In The Billing Cycle Period	29
Total Advances	0.00		
Total Payments/Credits (-)	0.00	Credit Line	1,000.00
Total Fees	0.00	Available Credit	1,000.00
Total Interest	0.00		
		Minimum Payment Due	**0.00**
New Balance	**0.00**	**Due Date**	**07/09/2015**

Transactions *Since Last Statement*

Date	Description	Amount
	No Transaction Activity	

Interest Calculation

Plan Type	Annual Percentage Rate (APR)	Daily Periodic Rate	Average Daily Balance *(Subject to Interest Rate)*
Fixed	21.000%	0.05753425%	0.00

Totals Year-To-Date

Total Fees Charged In 2015	0.00
Total Interest Charged in 2015	0.00

Bus Platinum Privileges

Bank of America

P.O. Box 15284
Wilmington, DE 19850

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

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

Your Business Advantage Checking
Bus Platinum Privileges

for June 1, 2015 to June 30, 2015

Account number: [redacted]

MS PRODUCTION SOLUTION, LLC DBA SZABO STEEL FABRICATION

Account summary

Beginning balance on June 1, 2015	$115,652.27
Deposits and other credits	77,059.92
Withdrawals and other debits	-13,713.30
Checks	-162,526.94
Service fees	-80.00
Ending balance on June 30, 2015	$16,391.95

# of deposits/credits: 3
# of withdrawals/debits: 84
# of items-previous cycle[1]: 45
# of days in cycle: 30
Average ledger balance: $26,816.29

[1]Includes checks paid,deposited items&other debits

Markets go up. Markets come down.

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

MERRILL EDGE Bank of America Corporation

Merrill Edge® is available through Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S), and consists of the Merrill Edge Advisory Center® and self-directed online investing. MLPF&S is a registered broker-dealer, member SIPC and a wholly owned subsidiary of Bank of America Corporation. Merrill Edge, the Merrill Edge logo, and Merrill Edge Advisory Center are trademarks of Bank of America Corporation.

Investment products: Are Not FDIC Insured | Are Not Bank Guaranteed | May Lose Value ARHNS4

DEFENDANT'S EXHIBIT 16 3/24/16 862

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | [redacted] | June 1, 2015 to June 30, 2015

Deposits and other credits

Date	Description	Amount
06/15/15	Deposit	7,650.00
06/18/15	Deposit	66,654.08
06/25/15	Deposit	2,755.84
Total deposits and other credits		**$77,059.92**

Withdrawals and other debits

Date	Description	Amount
06/01/15	WIRE TYPE:INTL OUT DATE:150601 TIME:1155 ET TRN:2015060100226601 SERVICE REF:290339 BNF:MAKTEK STEEL SOLUTION PVT ID:602705500597 BNF BK:ICICI BANK LIMITED ID:INICIC0006027 PMT DET:9RKKGK443 Services	-2,040.00
06/03/15	IRS DES:USATAXPYMT ID:270555422031876 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/03/15	SC DEPT REVENUE DES:DEBIT ID:7308110-1 INDN:X CO ID:5576000286 CCD	-131.66
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-1,162.22
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-362.70
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MS PRODUCTION SOLUTION CO ID:9005900018 PPD	-287.56
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER CO ID:9005900018 PPD	-171.54
06/05/15	UNITEDHEALTHONE DES:INS. PREM. ID:XXXXXXXXX INDN:MANFRED SPRENGER* CO ID:9005900018 PPD	-163.19
06/10/15	IRS DES:USATAXPYMT ID:270556183679447 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-548.04
06/10/15	SC DEPT REVENUE DES:DEBIT ID:7326018-1 INDN:X CO ID:5576000286 CCD	-131.66
06/15/15	IRS DES:USATAXPYMT ID:270556641197675 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-529.08
06/15/15	SC DEPT REVENUE DES:DEBIT ID:7350976-1 INDN:X CO ID:5576000286 CCD	-127.42
06/24/15	IRS DES:USATAXPYMT ID:270557553656983 INDN:MS PRODUCTION SOLUTION CO ID:3387702000 CCD	-544.08

continued on the next page

Make an impression.
(Without making a dent in your account.)
500 business cards $9.99

vistaprint®

Visit vistaprint.com and enter BOFA500 at checkout.

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

Withdrawals and other debits - continued

Date	Description	Amount
06/24/15	SC DEPT REVENUE DES:DEBIT ID:7377901-1 IND:X CO ID:5576000286 CCD	-130.75
06/30/15	SC DEPT REVENUE DES:DEBIT ID:7398864-1 IND:X CO ID:5576000286 CCD	-140.82
Card account # XXXX XXXX XXXX 8614		
06/01/15	CHECKCARD 0528 CHICAGO METAL PRODUCTS CHICAGO IL 24798655149123057010026 CKCD 5999 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,060.00
06/10/15	CHECKCARD 0608 CHICAGO METAL PRODUCTS CHICAGO IL 24798655160123065010020 CKCD 5999 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-3,060.00
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154803734 CKCD 5533 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-268.19
06/11/15	CHECKCARD 0610 SAFELITE AUTOGLASS 614-210-9186 OH 24493985161026154805424 CKCD 5533 XXXXXXXXXXXX8614 XXXX XXXX XXXX 8614	-306.35
Subtotal for card account # XXXX XXXX XXXX 8614		-$6,694.54
Total withdrawals and other debits		**-$13,713.30**

Checks

Date	Check #	Amount
06/04/15	54453	-75.00
06/12/15	54488*	-13,821.34
06/04/15	54502*	-580.00
06/01/15	54503	-2,515.15
06/01/15	54504	-290.79
06/05/15	54505	-660.00
06/04/15	54506	-40.62
06/01/15	54507	-737.60
06/01/15	54508	-980.00
06/01/15	54509	-338.70
06/01/15	54510	-1,254.80
06/02/15	54511	-950.00
06/01/15	54512	-2,055.78
06/01/15	54513	-5,500.00
06/01/15	54516*	-8,008.50
06/03/15	54517	-30.74
06/03/15	54518	-377.26
06/02/15	54519	-1,000.00
06/01/15	54522*	-60,000.00
06/19/15	54523	-163.38
06/22/15	54524	-546.83
06/24/15	54526*	-2,120.38
06/22/15	54527	-138.27
06/26/15	54528	-147.00
06/23/15	54530*	-71.32
06/23/15	54531	-353.62
06/24/15	54532	-950.00

Date	Check #	Amount
06/24/15	54533	-66.80
06/24/15	54534	-1,254.80
06/24/15	54535	-950.00
06/23/15	54536	-24.32
06/24/15	54537	-314.03
06/22/15	54538	-23,918.10
06/26/15	54539	-30.74
06/25/15	54540	-377.08
06/22/15	54541	-711.00
06/22/15	54542	-192.00
06/30/15	54545*	-3,000.00
06/25/15	54546	-3,000.00
06/29/15	54547	-1,245.31
06/26/15	54548	-7,000.00
06/29/15	54549	-5,500.00
06/01/15	54718*	-420.28
06/01/15	54719	-614.46
06/02/15	54720	-585.29
06/01/15	54721	-585.29
06/08/15	54722	-420.28
06/08/15	54723	-614.46
06/09/15	54724	-585.29
06/08/15	54725	-585.29
06/15/15	54726	-373.50
06/15/15	54727	-614.46
06/15/15	54728	-585.29
06/16/15	54729	-585.29

continued on the next page

Bank of America

Your checking account

MS PRODUCTION SOLUTION, LLC | [redacted] June 1, 2015 to June 30, 2015

Checks - continued

Date	Check #	Amount
06/22/15	54730	-411.17
06/19/15	54731	-614.46
06/30/15	54732	-585.29
06/22/15	54733	-585.29
06/29/15	54734	-336.75
06/29/15	54735	-614.46
06/30/15	54736	-585.29
06/29/15	54737	-585.29
06/29/15	54738	-348.50
Total checks		**-$162,526.94**
Total # of checks		**63**

* *There is a gap in sequential check numbers*

Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	$35.00	$35.00
Total NSF: Returned Item fees	$0.00	$0.00

To help you avoid overdraft fees and returned items you can set up:

Alerts: receive email or text messages to inform you when your balance is low.

Overdraft Protection: automatically transfer available funds to your account from a linked savings, credit card or an eligible second checking account to help cover items that would overdraw your account.

Simply go to Online Banking at bankofamerica.com, call us at the number listed on this statement or come in to see us at your banking center.

Based upon the activity below, the monthly fee on your Business Advantage checking account was waived for the statement period ending 05/29/15:

You are an active user of one of the following services		OR	At least one of the following occurred during the previous month	
○	Bank of America Merchant Services		○ $2,500+	in net new purchases on a linked Business credit card
○	Payroll Service by Intuit®		✓ $15,000+	average monthly balance in primary checking account
○	Small Business Remote Deposit Online Service		✓ $35,000+	combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit bankofamerica.com/smallbusiness.

continued on the next page

Service fees - continued

Date	Transaction description	Amount
06/01/15	Wire Transfer Fee	-45.00
06/12/15	OVERDRAFT ITEM FEE FOR ACTIVITY OF 06-12	-35.00
Total service fees		**-$80.00**

Note your Ending Balance already reflects the subtraction of Service Fees.

Daily ledger balances

Date	Balance ($)	Date	Balance($)	Date	Balance ($)
06/01	27,205.92	06/10	14,135.08	06/22	43,912.74
06/02	24,670.63	06/11	13,560.54	06/23	43,463.48
06/03	23,582.93	06/12	-295.80	06/24	37,132.64
06/04	22,887.31	06/15	5,124.45	06/25	36,511.40
06/05	20,080.10	06/16	4,539.16	06/26	29,333.66
06/08	18,460.07	06/18	71,193.24	06/29	20,703.35
06/09	17,874.78	06/19	70,415.40	06/30	16,391.95

✓ To help you BALANCE YOUR CHECKING ACCOUNT, visit bankofamerica.com/statementbalance or the Statements and Documents tab in Online Banking for a printable version of the How to Balance Your Account Worksheet.

APPENDIX 1005

MS PRODUCTION SOLUTION LLC
233 BEVERLY RD
GREENVILLE, SC 29609

01-Jan-2015 to 31-Dec-2015

Rates & Hours worked for (All)

Customer:Job (All)
Item Type Compensation

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

DEFENDANT'S EXHIBIT
17
3/2/17

MS PRODUCTION SOLUTION LLC
233 BEVERLY RD
GREENVILLE, SC 29609

01-Jan-2015 to 31-Dec-2015

Rates & Hours worked for (All)

Customer:Job (All)
Item Type Compensation

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

APPENDIX 1007

FORM UCE-120
REV. 3/11

SOUTH CAROLINA DEPARTMENT OF EMPLOYMENT AN. .IKFORCE
P.O. BOX 7103 COLUMBIA, SC 29202

EMPLOYER QUARTERLY CONTRIBUTION AND WAGE REPORTS

ORIGINAL

[x] FORM ALIGNMENT BOXES

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

FORM ALIGNMENT BOXES [x]

EMPLOYER NAME, ADDRESS	SCDEW ACCOUNT NUMBER	QUARTER ENDING DATE
MS PRODUCTION SOLUTION LLC	0464065	12/31/12
	TOTAL NUMBER OF EMPLOYEES REPORTED THIS QUARTER	TOTAL NUMBER OF EMPLOYEES
	1	7

EMPLOYEE'S SOCIAL SECURITY NUMBER	EMPLOYEE'S NAME (First, Middle, Last)	TOTAL WAGES
[redacted]	EDWARD K. GIBSON	8,338.80
[redacted]	SHANE E. GIBSON	2,974.25
[redacted]	WILLIE M. REEDER	5,970.25
[redacted]	DIANA SPRENGER	8,580.00
[redacted]	MARCELL SPRENGER	15,236.00
[redacted]	MARCO SPRENGER	9,880.00
[redacted]	JOHN F. ZIEGLER	1,945.00

9. TOTAL WAGES THIS PAGE 52,924.30

11. EXCESS WAGES PAID THIS QUARTER (Enter on Line 2b, Form UCE-101) (See example for computing excess wages) 45,719.30

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

(MUST BE CUT HERE BEFORE SENDING IN)

SCWA0101 04/21/11

FORM UCE-101

SCWA0101 04/21/11

NAME, ADDRESS

MS PRODUCTION SOLUTION LLC
233 BEVERLY RD
GREENVILLE SC 29609

L.B.	L.E.	L.A.	C.H.	AREA

ATTACH CHECK HERE

Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.

MO. 1	MO. 2	MO. 3
7	7	5

SIGNATURE DATE

PREPARER'S TELEPHONE NUMBER: .. (864) 963-3467

EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.

SCDEW ACCOUNT NUMBER	QUARTER ENDING DATE	CURRENT F.E.I.N.
0464065	12/31/12	20-8906600

2A	TOTAL WAGES PAID THIS QUARTER	52,924.30
B	LESS: EXCESS OVER $ 12,000 (SEE ITEM 2B ON INSTRUCTIONS)	45,719.30
C	NET TAXABLE WAGES (ITEM 2A MINUS 2B)	7,205.00
3A	TOTAL CONTRIBUTIONS DUE ITEM 2C TIMES- 0.05140	370.34
B	DACA SURCHARGE DUE ITEM 2C TIMES- 0.00414	29.83
4	INTEREST DUE	
5	PENALTY DUE	
6	LESS OUTSTANDING CREDIT OF $	
7	TOTAL AMOUNT DUE THIS QUARTER MAKE REMITTANCE PAYABLE TO: SCDEW	400.17

3 0464065 2 20124 6

DEFENDANT'S EXHIBIT 18 3/2/16

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

FORM UCE-120
REV. 3/11

EMPLOYER QUARTERLY CONTRIBUTION AND WAGE REPORTS

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

ORIGINAL

[x] FORM ALIGNMENT BOXES

[x] FORM ALIGNMENT BOXES

EMPLOYER'S NAME, ADDRESS AND TRADE NAME, IF DIFFERENT	SCDEW ACCOUNT NUMBER	QUARTER ENDING DATE
MS PRODUCTION SOLUTION LLC	0464065	12/31/13
		TOTAL NUMBER OF EMPLOYEES
	1	4

FEDERAL SOCIAL SECURITY NUMBER	EMPLOYEE'S NAME (LAST, FIRST, MIDDLE INITIAL)	TOTAL WAGES
[redacted]	EDWARD K. GIBSON	7,848.80
[redacted]	DIANA SPRENGER	9,100.00
[redacted]	MARCELL SPRENGER	15,756.00
[redacted]	MARCO SPRENGER	10,400.00
	9. TOTAL WAGES THIS PAGE	43,104.80
11. EXCESS WAGES PAID THIS QUARTER (Enter on Line 2b, Form UCE-101) (See example for computing excess wages) 43,104.80	10. TOTAL WAGES THIS REPORT (Enter on Line 2a, Form UCE-101) ..	43,104.80

CONFIDENTIAL

SCWA0101 04/21/11

(MUST BE CUT HERE BEFORE SENDING IN)

SCWA0101 04/21/11

FORM UCE-101

ATTACH CHECK HERE

NAME, ADDRESS

MS PRODUCTION SOLUTION LLC
233 BEVERLY RD
GREENVILLE SC 29609

L.B.	L.E.	L.A.	C.H.	AREA

Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.	4 MO.1	4 MO. 2	4 MO. 3

SIGNATURE DATE

PREPARER'S TELEPHONE NUMBER: .. (864) 963-3467

EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.

SCDEW ACCOUNT NUMBER	QUARTER ENDING DATE	CURRENT F.E.I.N.
0464065	12/31/13	20-8906600

2A TOTAL WAGES PAID THIS QUARTER	43,104.80
B LESS: EXCESS OVER $ 12,000 (SEE ITEM 2B ON INSTRUCTIONS)	43,104.80
C NET TAXABLE WAGES (ITEM 2A MINUS 2B)	0.00
3A TOTAL CONTRIBUTIONS DUE ITEM 2C TIMES 0.05350	0.00
B DACA SURCHARGE DUE ITEM 2C TIMES 0.00384	0.00
4 INTEREST DUE	
5 PENALTY DUE	
6 LESS OUTSTANDING CREDIT OF $	
7 TOTAL AMOUNT DUE THIS QUARTER MAKE REMITTANCE PAYABLE TO: SCDEW	0.00

3 0464065 2 20134 8

APPENDIX 1009

FORM UCE-120
REV. 3/11

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

EMPLOYER QUARTERLY CONTRIBUTION AND WAGE REPORTS

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

ORIGINAL

[X] FORM ALIGNMENT BOXES

[X] FORM ALIGNMENT BOXES

1. EMPLOYER'S NAME, TRADE NAME
MS PRODUCTION SOLUTION LLC

2. SC ACCOUNT NUMBER
[redacted]

3. QUARTER ENDING DATE
12/31/14

4. TOTAL NUMBER PAGES (including Continuation Sheets)
1

5. TOTAL NUMBER OF EMPLOYEES
6

6. EMPLOYEE SOCIAL SECURITY NUMBER	7. NAME: FIRST, MIDDLE INITIAL, LAST	8. TOTAL WAGES
[redacted]	KRISTOFER R. CORBETT	923.00
	CURT W. HENSON	5,170.43
	DAVID J. SCHEMANSKI	6,496.43
	DIANA SPRENGER	9,100.00
	KEVIN SPRENGER	8,320.00
	MARCELL SPRENGER	15,756.00

9. TOTAL WAGES THIS PAGE 45,765.86

11. EXCESS WAGES PAID THIS QUARTER (Enter on Line 2b, Form UCE-101) (See example for computing excess wages) 33,176.00

10. TOTAL WAGES THIS REPORT (Enter on Line 2a, Form UCE-101) .. 45,765.86

(MUST BE CUT HERE BEFORE SENDING IN)

SCWA0101 04/21/11

SCWA0101 04/21/11

FORM UCE-101

NAME, ADDRESS

MS PRODUCTION SOLUTION LLC
233 BEVERLY RD
GREENVILLE SC 29609

L.B.	L.E.	L.A.	C.H.	AREA

ATTACH CHECK HERE

Number of covered workers who worked during or received pay for the payroll period which includes the 12th of the month.	5 MO.1	5 MO.2	5 MO.3

SIGNATURE DATE

PREPARER'S TELEPHONE NUMBER: .. (864) 963-3467

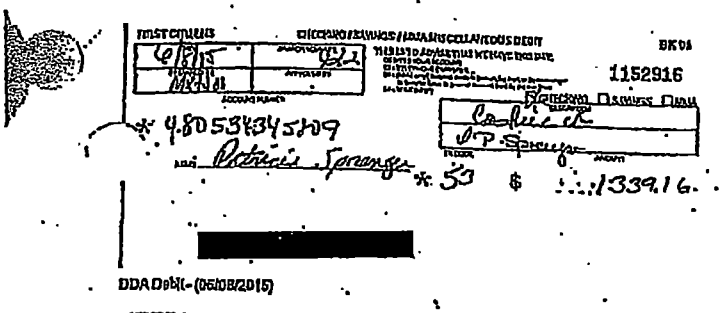
EMPLOYER'S CERTIFICATION. I CERTIFY THAT THE INFORMATION CONTAINED IN THIS REPORT AND ANY SUBSEQUENT PAGES ATTACHED IS TRUE AND CORRECT AND NO PART OF THE TAX WAS OR IS TO BE DEDUCTED FROM THE EMPLOYEE'S WAGES.

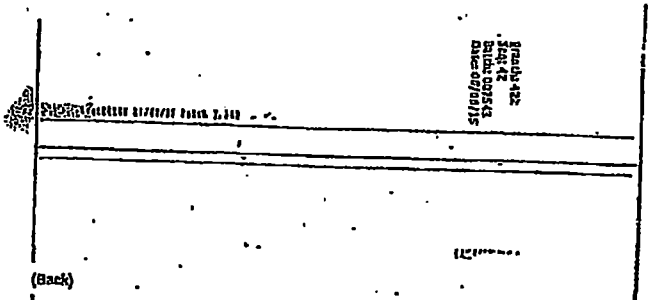
SCDEW ACCOUNT NUMBER	QUARTER ENDING DATE	CURRENT F.E.I.N.	
0464065	12/31/14	20-8906600	
2A TOTAL WAGES PAID THIS QUARTER		45,765.86	
B LESS: EXCESS OVER $ 12,000 (SEE ITEM 2B ON INSTRUCTIONS)		33,176.00	
C NET TAXABLE WAGES (ITEM 2A MINUS 2B)		12,589.86	
3A TOTAL CONTRIBUTIONS DUE ITEM 2C TIMES 0.07360		926.61	
B DACA SURCHARGE DUE ITEM 2C TIMES 0.00445		56.02	
4 INTEREST DUE			
5 PENALTY DUE			
6 LESS OUTSTANDING CREDIT OF $			
7 TOTAL AMOUNT DUE THIS QUARTER MAKE REMITTANCE PAYABLE TO: SCDEW			982.63

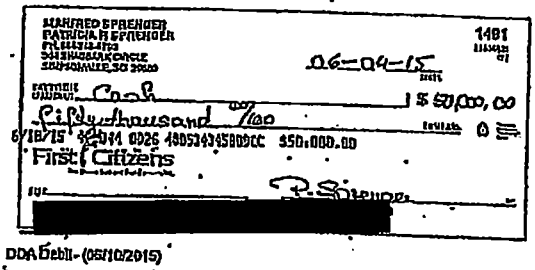
CONFIDENTIAL

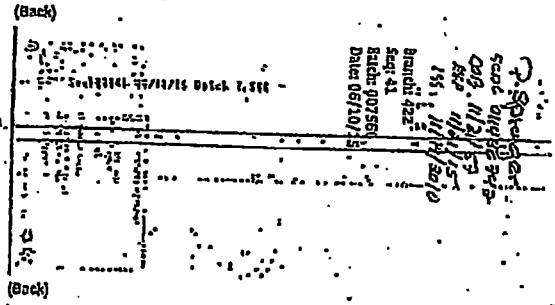
3 0464065 2 20144 0

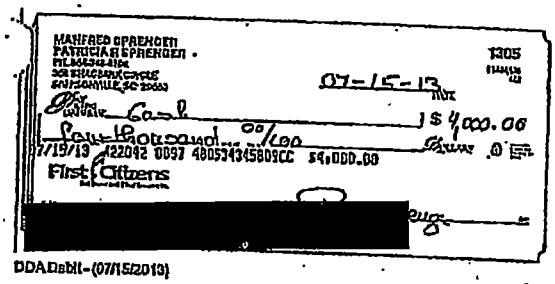
APPENDIX 1010

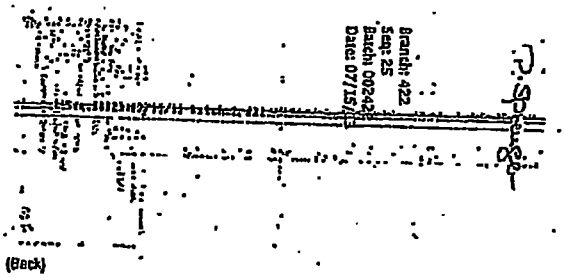


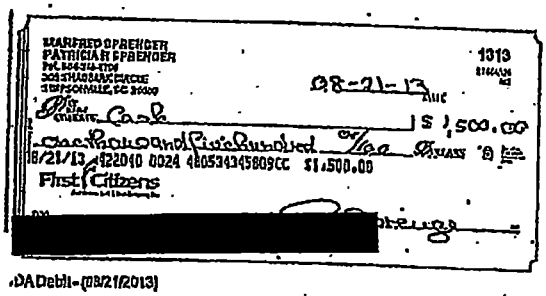


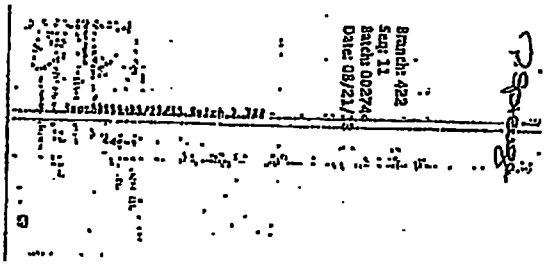


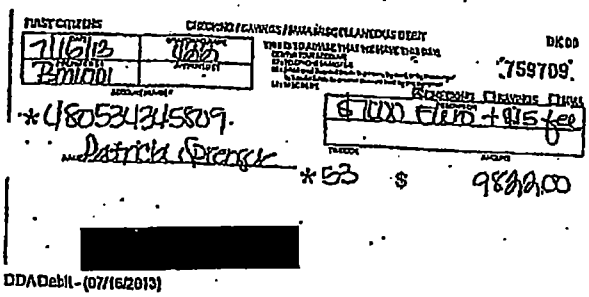


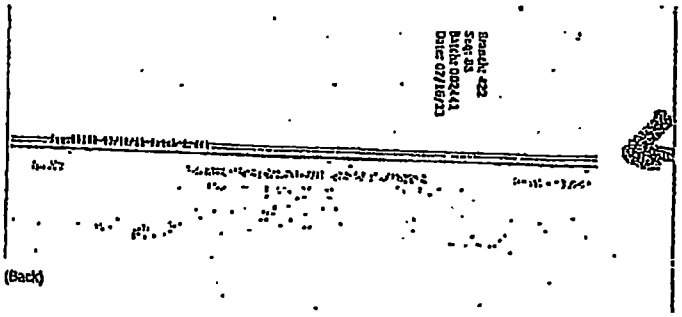


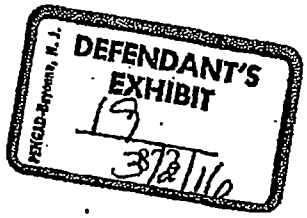












APPENDIX 1011

RECEIVED
OCT 16 2017
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Charles B. Simmons, Jr., Master-in-Equity

Common Pleas Case No.: 2014-CP-23-01871
Appellate Case No.: 2016-1787

China Construction America of South Carolina, Inc.....Appellant/Respondent,

vs.

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

CERTIFICATE OF COUNSEL

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

October 16, 2017

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