THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

J. Cordell Maddox, Jr., Circuit Court Judge

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JAN 22 2020
SC Court of Appeals

Case No. 2014-CP-37-00526
Appellate Case No. 2019-000614

Debi Baker Brookshire,

Appellant,

v.

Community First Bank and
Benjamin Hiott,

Defendants,

Of Which, Community First
Bank is

Respondent.

RECORD ON APPEAL
Volume II of III

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EXHIBIT 33

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE,

Plaintiff,

vs. CASE NO. 2014-CP-37-529

COMMUNITY FIRST BANK, INC., and
BENJAMIN LEE HIOTT,

Defendants.

DEPOSITION OF: KATHLEEN M. MCDANIEL

DATE: August 2, 2016

TIME: 9:34 AM

LOCATION: Haynsworth Sinkler Boyd
1201 Main Street
24th Floor
Columbia, SC

TAKEN BY: Counsel for the Defendant,
Community First Bank

REPORTED BY: AMY R. COPE,
Court Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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Hilton Head, SC (843) 785-3263
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Greenville, SC (864) 234-7030
Myrtle Beach, SC (843) 839-3376
Charlotte, NC (704) 573-3919

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Q. Okay. And I understand that you represented Debi Baker Brookshire for a period of time in 2010 and 2011, correct?

A. Yes.

Q. And did that representation begin around August of 2010?

A. That seems about right, but I don't remember the exact date.

Q. Okay. Hopefully we can get it as precisely as we can.

(DFT. EXH. 1, Copy of check from Debi Baker Brookshire to Callison Tighe Robinson, dated 8/16/2010, was marked for identification.)

BY MS. BLACK:

Q. Ms. McDaniel, I've handed you what has been marked as Defendant's Exhibit 1, and I don't know if you've seen that before. If you have, if you could tell me whether you've seen it or not?

A. I don't remember seeing it, but it is a check made out to Callison, Tighe, and Robinson.

Q. Okay. And it looks to me -- it's a little hard to date, but it looks to me like August of 2010, I'm not quite sure the -- almost looks like a 10 or a 16, but I can't quite tell, would you say it's about August of 2010, is that a fair

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representation?

A. Yes.

Q. And then it appears to be on the for line it says, retainer, I believe?

A. Uh-huh, yes.

Q. So would that indicate to you that August of 2010 is about the month that you started representing Ms. Brookshire?

A. That seems approximately correct.

Q. Have you represented Ms. Brookshire prior to August of 2010, you personally done any work for her?

A. No.

Q. Okay. Had you met Ms. Brookshire prior to August of 2010?

A. No.

Q. To your knowledge, had your firm represented Ms. Brookshire prior to August of 2010?

A. I don't believe so.

Q. Okay. And is it your understanding that your firm had been adverse to Ms. Brookshire at one point in the past, at least one point in the past?

A. I think we may have been, yes.

Q. Probably prior to your coming on board

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Is that your understanding as of the date you wrote this letter?

A. Yes.

Q. Okay. Did you hear from Mr. Shepherd or Mr. McCoy following this letter?

A. I don't remember, I think most of my communications after this were through their attorney.

Q. And that would be Jim Williams?

A. Correct.

Q. Let's go ahead and mark this.

(DFT. EXH. 5, Letter to Kathleen McDaniel from Ben Hiott, dated October 21, 2010, Bates stamped CTR 0016, was marked for identification.)

BY MS. BLACK:

Q. This is a letter that's addressed to you, correct?

A. Yes.

Q. From Ben Hiott and is that -- I see a received stamp at the top with the date of November 4th, 2010. Is that a stamp that your office applied?

A. Yes.

Q. Okay. So you-all received this letter

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from Mr. Hiott on November 4th, 2010?

A. That's correct, yes.

Q. Okay. In his letter to you, Mr. Hiott states, and I'm reading at the beginning of the second line: She should have received a statement monthly on this account, correct?

A. Yes.

Q. Okay. So upon receipt of this letter, you would have been aware that Mr. Hiott was saying she should have received statements; is that fair to say?

A. Yes.

Q. He states in the second paragraph: The report you received shows the money transferred on 6/27/07 and the money that was sent out, shows the payee as the benefit -- excuse me, beneficiary all were to Debi Brookshire or her interest.

Did Mr. Hiott ever elaborate to you about what her interests meant when he wrote that?

A. I don't remember.

Q. Okay. Did you have any contact with Mr. Hiott specifically after receiving this letter?

A. Like I said, I think I did meet with him and Jim Williams, but I don't remember specifically any other contact.

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Q. Okay. Ms. Hood's e-mail references a conversation on December 1st, 2010. Do you recall if you were involved in that conversation?

A. No.

Q. Okay.

A. I mean, it would have been at my direction, but I don't remember the conversation specifically.

Q. Okay. But is it fair to say that by December 1st, 2010, your office was in communication with an attorney for the bank?

A. Yes.

Q. Okay. Do you have an understanding of what was discussed in the conversation between Ms. Hood and Mr. Williams?

A. Nothing other than what's in the e-mail.

Q. All right. And Ms. Hood there discusses -- or represents to Mr. Williams that she has not yet received any documents; is that fair to say?

A. That's what the e-mail says.

Q. Okay. And you -- subsequently your office received statements from Mr. Williams; is that right?

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A. I don't remember specifically. We did receive some additional information, but I don't remember specifically what it is.

(DFT. EXH. 8, Bank statements for Debi Baker Brookshire, Bates stamped CTR 0199 through 0278, was marked for identification.)

BY MS. BLACK:

Q. Okay. Ms. McDaniel, I've handed you what's been marked as Defendant's 10 --

A. I believe it's 8.

Q. Oh, 8, I'm sorry, it's my tab 10, thank you for correcting me. This -- you're welcome to check it if you want to, but it's CTR 0199 and goes through CTR 0278. And these are documents produced by your office in response to a subpoena, correct?

A. That's correct.

Q. So these came from your office's files?

A. Yes, uh-huh.

Q. Is this the information that you received from Mr. Williams on behalf of Community First Bank?

A. We got it from the bank. I don't remember if it was from Mr. Williams or how we obtained it, but it came to us.

Q. Okay. It came to you and somebody at

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the bank or on behalf of the bank sent this to you?

A. Uh-huh. Yes.

Q. The -- on the first page of this CTR 0199, there is a handwritten note under a debit of $500,000, it says, I believe: Annuity for children. And then there's a line drawn to underneath Lafayette Life product, single premium annuity.

Who wrote that information on this statement?

A. That's my handwriting.

Q. That's your handwriting?

A. Yes.

Q. Did you write opening balance over to the side as well?

A. Yes. Yes.

Q. Okay. Who was the source of the information that you -- who told you it was an annuity for the children?

A. I can't remember if it was Jim Williams or Ben Hiott, but it was one of those two.

Q. Okay, one of those two. When were those handwritten notes made on this document?

A. I don't remember.

Q. Okay. Did you have any follow-up

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conversations with Mr. Williams about these statements?

A. I don't remember.

Q. Okay. Were these statements given to Ms. Brookshire?

A. I would expect that I shared them with her, but I don't remember specifically doing that.

Q. And these were received by your office while you were representing her, correct?

A. Yes.

(DFT. EXH. 9, Letter from Kathleen McDaniel to Jim Williams, dated February 8, 2011, Bates stamped CTR 0025, was marked for identification.)

BY MS. BLACK:

Q. Okay. I'm going to mark this as Exhibit 9. Ms. McDaniel, I've handed you Defendant's Exhibit 9, which is a February 8th, 2011 letter from you to Mr. Williams. And that's your signature on the letter?

A. Yes.

Q. And did you write this letter?

A. I did.

Q. Okay. The first sentence references a recent e-mail and voicemail message requesting a

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sort of a dark conference room.

Q. But it was in Walhalla, not Seneca or another --

A. Yes, I believe it was in Walhalla.

Q. Who was present at this meeting?

A. Mr. Williams and I believe Mr. Hiott was there, but I don't remember specifically.

Q. How long was the meeting?

A. I don't remember, half an hour maybe.

Q. Okay. What was discussed at the meeting?

A. They gave me the check and I don't really remember what else we discussed.

Q. Did you discuss any details about the statements or the account or any of the transactions on the account?

A. You know, I don't remember. I think I did try to get additional information, but at that point I wasn't really getting anywhere.

Q. Did you make any requests for additional documents?

A. I don't believe so.

(DFT. EXH. 12, Check and receipt to Debi Baker Brookshire from Community First Bank, Bates stamped Giese-CFB 1270, 1271, BB&T 001581,

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1582, was marked for identification.)

BY MS. BLACK:

Q. Okay. I'm going to mark this as Defendant's Exhibit 12. And at this meeting on February 22nd, 2011, you received a check for $285,233.34; is that correct?

A. I don't remember the exact amount of the check, but that is -- yes, it was approximately that much and they did give me a check.

Q. Okay. And I think you're looking at page Giese-CFB 1271 --

A. Uh-huh.

Q. -- is that the check that you received?

A. I wouldn't recognize the check.

Q. Okay. But you did get a check made out to Debi Baker Brookshire?

A. Yes.

Q. And if you go to the first page of Exhibit 12, is that your signature on the receipt?

A. Yes.

Q. So you picked that up and took it back home to Columbia, right?

A. Yes, I did.

Q. What did you understand that amount of money to represent?

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A. It was my understanding that that was the -- all of the money that remained in her account.

Q. Okay. No other money left, right?

A. That was my understanding.

Q. To your understanding, okay.

A. Yes.

(DFT. EXH. 13, Letter from Kathleen McDaniel to Jim Williams, dated March 11, 2011, Bates stamped Giese-CFB 1255, was marked for identification.)

BY MS. BLACK:

Q. We'll mark this as Defendant's 13. Is this your letter to Jim Williams of March 11th, 2011?

A. Yes.

Q. Okay. And that's your signature on it?

A. Uh-huh.

Q. Okay. And as of March 11th, 2011, you and your law firm no longer represented Ms. Brookshire, is that correct?

A. That's correct.

Q. Okay. In this letter you asked for some additional information, correct?

A. Uh-huh.

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EXHIBIT 34

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE,

Plaintiff,

vs. CIVIL ACTION NO. 2014-CP-37-526

COMMUNITY FIRST BANK, INC.,
BENJAMIN LEE HIOTT,

Defendants.

DEPOSITION OF:	ANN GELL HAMITER
DATE:	September 7, 2016
TIME:	10:00 A.M.
LOCATION:	Haynsworth Sinkler Boyd 1201 Main Street, 22nd Floor Columbia, South Carolina
TAKEN BY:	Counsel for the Defendant
REPORTED BY:	DEBRINA L. JONES, Court Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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motorhome. Do you you recall any other in-person meetings with him?

A. I'm trying to think. When we finally got some of statements, but it seems like he brought more of the paperwork when he brought the motorhome, because we'd been requesting paperwork from him for months and months and it was always an excuse.

Q. Okay. What was you your understanding of Mr. Hiott's relationship with Ms. Brookshire back in 2010? Right around when the motorhome came back?

A. She was totally put out with him.

Q. Who was put out with him?

A. Because he was stealing her money.

Q. Did she tell you that?

A. Yes.

Q. What did she -- did give any further explanation of what he was --

A. Every time she's call me and say, "how much have I got in the bank?" or I would call her and I would say, "Debi, from the statement it looks like -- because she would draw out a lot of cash that I didn't know anything about.

And I would say, "I've got the

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A. It could have been more than the $900,000. I mean, I can't tell you.

Q. Okay.

A. But I know at one point I recall Debi having a lot more money than $200,000 or $180,000.

Q. Okay.

A. And to tell you that time period at what time I took over writing checks for her too -- see the problem was I wasn't just doing it all myself. She would have Ken call Ben, and she would call Ben, and it would be so much confusion. But yes, in the beginning when I was working for her, it was my understanding that she had in excess of a million dollars.

Q. Was it a surprise when in August of 2010 all that got transferred was around $200,000?

A. Very much of a surprise, and she called Ben, and I called Ben.

Q. Do you think there should have been more money in this account?

A. We did.

Q. Was it your understanding in August of 2010 that that transferred $200,000 was everything that was left?

A. When I spoke with Ben and Ben said,

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"that's it", and he was almost ugly. I can't tell you the date, but I did have the conversation.

Q. Okay.

A. If we could get my phone records, I might could.

Q. That's okay. What was Ms. Brookshire's reaction to receiving $200,000 in August of 2010?

A. She was violently upset, and you see where her -- she went to this attorney.

Q. Okay. And --

A. She's -- like, with Mike Ty.

A. Ty?

Q. Yes, ma'am?

A. I couldn't remember the name coming over here, but I told David she tried to do something about this once before.

Q. Now, Ms. Hamiter, in February of 2011 Ms. Brookshire, through Ms. McDaniels, received a check from Mr. Hiott from Community First for about $285,000. Do you recall that at all?

A. No.

Q. Okay.

A. Now, you're saying that Ken Hiott sent her attorney a check for $285?

Q. Yes, ma'am. In February of 2011. All

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EXHIBIT 35

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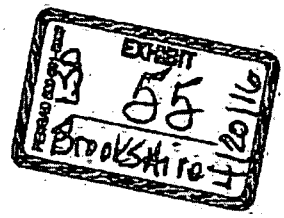
FILE COPY

CALLISON TIGHE

Kathleen M. McDaniel - Attorney
803-404-6900
KathleenMcDaniel@callisontighe.com

September 21, 2010

Ben Hiott, Senior Vice President
Community First Bank
3685 Blue Ridge Blvd
Walhalla, SC 29691



Re: Debi Baker-Brookshire financial matters
Our file number: 1345.001

Dear Mr. Hiott,

On August 23, 2010, you and I spoke by telephone regarding the trust account of Debi Baker-Brookshire. During that teleconference, I requested certain items of information and documentation from you, which you stated you would provide to me. Having reviewed some limited information received from you via facsimile on September 7, 2010, and discussed it with Ms. Baker-Brookshire, I have several concerns that I would like for you to address with you.

First of all, I requested that you provide me with a full accounting of Ms. Baker-Brookshire's trust account held at Community First Bank from the date of initial deposit through the current date. You provided me with what appears to be simply a listing of wire transfers out of Ms. Baker-Brookshire's account. There is no detail regarding the institution or account to which the wire was sent or the purpose of the wire. There is also no accounting of interest that the account earned or of any other transfers in or out other than wire transfers. Please provide me with a proper accounting of this account from the time it was created through the current date.

Obtaining this accounting is particularly important to getting a clear picture of the current state of Ms. Baker-Brookshire's finances. It is my understanding that on August 11, 2010, you transferred all of the cash remaining in the trust account , approximately $200,000.00, to Ms. Baker-Brookshire's account at BB&T. I spoke yesterday with Ann Gel Hammiter, Ms. Baker-Brookshire's bookkeeper. Ms. Hammiter informs me that, when she last spoke to you about one month before the wire out to BB&T, you told her that there was approximately $900,000 remaining in the trust account. There appears to be some serious inconsistencies in this information.

As this is an account held by your bank, I do not understand why Ms. Baker-Brookshire was not provided with monthly, quarterly, or at least annual statements of the account. If such

statements exist, please make a copy of all and provide them to me. If statements do not exist, please explain to me why regular statements were not provided for this account.

I also inquired whether you have a copy of any trust agreement set up with Ms. Baker-Brookshire as the beneficiary. You stated that you do not have a copy of the trust agreement, but that you are informed that Ms. Baker-Brookshire is not only the beneficiary of the trust but also the trustee. I question whether that is correct and how you would know that if you do not have a copy of the trust agreement. If you do have a copy of the trust agreement, please provide that to me immediately.

Also noted on the report you faxed to me are amounts of $150,000 allocated to each of the two children of whom Ms. Baker-Brookshire has custody. In talking with Ms. Baker-Brookshire, she has no recollection of setting up such trusts. You stated that you have copies of the trust agreements for the children, but you have not provided those to me. Please provide copies of those trust agreements to me immediately so that I can confirm their existence and how they were created.

Ms. Baker-Brookshire informs me that you authorized the purchase of flowers for doctors and hospital staff following the hospitalization of one of the children. She is quite upset about this matter as she believes you did not have authority to authorize such expenditure. She requests that you refund the cost of the flowers, approximately $250.00, with interest from the date of the purchase.

Ann Gel Hammiter informs me that you told her that you have Ms. Baker-Brookshire's power of attorney. Please provide me with a copy of the Power of Attorney immediately as I have no indication from Ms. Baker-Brookshire that you have such authority.

These are very serious matters to which I hope you will turn your attention immediately. I need to obtain the requested information from you as soon as possible so at to assist Ms. Baker-Brookshire in setting her finances in order. Ms. Baker-Brookshire has already informed you that she has given me authority to request for these items from you.

I can be reached via telephone or email at your convenience if you have any questions or need clarification about the items I am requesting.

Sincerely,

Kathleen M. McDaniel

Kathleen M. McDaniel

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EXHIBIT 36

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]
DOCUMENTS: 3 07/31/2007

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE, TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

***

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DEBI BAKER BROCKBRIDE TRUST

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted] 08/31/2007
DOCUMENTS: 3

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST

COLUMBIA SC 29205

***

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DOCUMENTS:

DEBI BAKER BROCKBANK TRUST

P

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES- - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

000 00007 03 PAGE: 1
ACCOUNT: [redacted] 09/28/2007
DOCUMENTS: 2

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 340
0
2
COLUMBIA SC 29205

* SHOULD YOU BE A BORROWER, COBORROWER, OR GUARANTOR ON A CONSUMER *
* PURPOSE LOAN WITH COMMUNITY FIRST BANK, WE MAY REPORT INFORMATION *
* ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, *
* OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT *
* BUREAU REPORT. *

***

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DOCUMENT#: 2

DEBI BAKER BROOKSHIRE TRUST

P

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: 10/31/2007
DOCUMENTS: 13

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE 30-0
1707 DEVINE ST 0
13
COLUMBIA SC 29205

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST, ANDERSON, SC. (ACROSS FROM AMMED HEALTH CAMPUS ON HIGHWAY 81). PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/28/07	580,573.13
FUNDS TRANSFER	36,626.00		10/04/07	543,947.13
MISCELLANEOUS DEBIT	349.39		10/10/07	543,597.74
MISCELLANEOUS DEBIT	4,460.22		10/10/07	539,137.52
MISCELLANEOUS DEBIT	4,587.29		10/10/07	534,550.23
MISCELLANEOUS DEBIT	1.00		10/15/07	534,549.23
MISCELLANEOUS DEBIT	237.00		10/15/07	534,312.23
MISCELLANEOUS DEBIT	504.00		10/15/07	533,808.23
MISCELLANEOUS DEBIT	1,038.50		10/15/07	532,769.73
MISCELLANEOUS DEBIT	2,339.00		10/15/07	530,430.73
FUNDS TRANSFER	15,000.00		10/18/07	515,430.73
FUNDS TRANSFER	67,367.00		10/24/07	448,063.73
MISCELLANEOUS DEBIT	1,197.91		10/25/07	446,865.82
MISCELLANEOUS DEBIT	50,000.00		10/31/07	396,865.82
INTEREST		2,059.43	10/31/07	398,925.25
BALANCE THIS STATEMENT				398,925.25
TOTAL CREDITS (1)	2,059.43	AVG AVAILABLE BALANCE		516,645.47
TOTAL DEBITS (13)	189,707.31	AVERAGE BALANCE		516,645.47

* * * C O N T I N U E D * * *

CTR 0205

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	516,645.47	INTEREST EARNED:	2,059.43
AVERAGE AVAILABLE BALANCE:	516,645.47	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	2,059.43	ANNUAL PERCENTAGE YIELD EARNED:	4.50%
INTEREST PAID 2007:	11,345.93		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0208

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	466,844.86	INTEREST EARNED:	1,654.24
AVERAGE AVAILABLE BALANCE:	456,608.73	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1,654.24	ANNUAL PERCENTAGE YIELD EARNED:	4.50%
INTEREST PAID 2007:	13,000.17		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0208

ELECTRONICALLY FILED - 2016-Dec-09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0210

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ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/07	82,601.60
DEPOSIT		12,400.00	01/07/08	95,201.60
TAX		310,510.75	01/07/08	405,712.35
INVESTMENT COUNTER WITHDRAWAL	20,000.00		01/16/08	385,712.35
MISCELLANEOUS DEBIT	850.00		01/16/08	384,862.35
MISCELLANEOUS DEBIT	1,525.00		01/16/08	383,337.35
INVESTMENT COUNTER WITHDRAWAL	5,000.00		01/17/08	378,337.35
DEPOSIT		5,433.76	01/18/08	383,771.11
INVESTMENT COUNTER WITHDRAWAL	4,275.16		01/23/08	379,495.95
INTEREST		1,218.06	01/31/08	380,714.01
BALANCE THIS STATEMENT			01/31/08	380,714.01

TOTAL CREDITS	(4)	329,562.57	AVG AVAILABLE BALANCE	328,057.08
TOTAL DEBITS	(5)	31,050.16	AVERAGE BALANCE	329,168.21

* * * C O N T I N U E D * * *

CTR 0211

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DEBI BAKER BROOKSHIRE TROST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	329,168.21	INTEREST EARNED:	1,218.06
AVERAGE AVAILABLE BALANCE:	328,067.08	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,218.06	ANNUAL PERCENTAGE YIELD EARNED:	4.46%
INTEREST PAID 2008:	1,218.06		
INTEREST PAID 2007:	14,215.40		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0212

000 00007 03 PAGE: 1
ACCOUNT: [redacted] 02/29/2008
DOCUMENTS:

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/31/08	380,714.01
MISCELLANEOUS DEBIT	1,345.00		02/07/08	379,369.01
MISCELLANEOUS DEBIT	5,000.00		02/07/08	374,369.01
FUNDS TRANSFER	23,608.75		02/13/08	350,760.26
DEPOSIT		1,475.62	02/19/08	352,235.88
DEPOSIT		5,433.76	02/21/08	357,669.64
DEPOSITED ITEM(S) RETURNED	75.00		02/25/08	357,594.64
INVESTMENT COUNTER WITHDRAWAL	37.22		02/26/08	357,557.42
INVESTMENT COUNTER WITHDRAWAL	1,156.01		02/26/08	356,401.41
TRF	8,500.00		02/29/08	347,901.41
INTEREST		939.51	02/29/08	348,840.92
SERVICE CHARGE	4.00		02/29/08	348,836.92
BALANCE THIS STATEMENT			02/29/08	348,836.92

TOTAL CREDITS	(3)	7,848.89	AVG AVAILABLE BALANCE 363,379.34
TOTAL DEBITS	(8)	39,725.98	AVERAGE BALANCE 363,617.59

* * * C O N T I N U E D * * *

CTR 0213

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	363,617.59	INTEREST EARNED:	939.51
AVERAGE AVAILABLE BALANCE:	363,379.34	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	939.51	ANNUAL PERCENTAGE YIELD EARNED:	3.30%
INTEREST PAID 2008:	2,157.57		
INTEREST PAID 2007:	14,215.40		

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

TOTAL CHARGEBACK FEE: 4.00

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0214

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: [redacted] 03/31/2008
DOCUMENTS: 6

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PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			02/29/08	348,836.92
INVESTMENT COUNTER WITHDRAWAL	8,000.00		03/03/08	340,836.92
MISCELLANEOUS DEBIT	2,224.00		03/13/08	338,612.92
INVESTMENT COUNTER WITHDRAWAL	16,000.00		03/13/08	322,612.92
DEPOSIT		5,433.76	03/17/08	328,046.68
LOAN PAYMENT	14,686.31		03/27/08	313,360.37
INVESTMENT COUNTER WITHDRAWAL	550.00		03/31/08	312,810.37
INVESTMENT COUNTER WITHDRAWAL	20,000.00		03/31/08	292,810.37
INTEREST		908.71	03/31/08	293,719.08
BALANCE THIS STATEMENT			03/31/08	293,719.08

TOTAL CREDITS	(2)	6,342.47	AVG AVAILABLE BALANCE	329,605.79
TOTAL DEBITS	(6)	61,460.31	AVERAGE BALANCE	329,781.07

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AVERAGE LEDGER BALANCE:	329,781.07	INTEREST EARNED:	908.71
AVERAGE AVAILABLE BALANCE:	329,605.79	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	908.71	ANNUAL PERCENTAGE YIELD EARNED:	3.29%
INTEREST PAID 2008:	3,066.28		

* * * C O N T I N U E D * * *

CTR 0215

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0216

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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000 00007 03 [redacted] PAGE: 1
ACCOUNT: 04/30/2008
DOCUMENTS:

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1707 DEVINE ST.

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000 00007 03 [redacted] PAGE: 2
ACCOUNT: 9 04/30/2008
DOCUMENTS:

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	265,918.04	INTEREST EARNED:	619.54
AVERAGE AVAILABLE BALANCE:	254,321.92	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	619.54	ANNUAL PERCENTAGE YIELD EARNED:	3.00%
INTEREST PAID 2008:	3,685.62		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0218

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/08	168,037.08
MISCELLANEOUS DEBIT	7,922.00		05/05/08	160,115.08
MISCELLANEOUS DEBIT	150,000.00		05/08/08	10,115.08
FUNDS TRANSFER	10,000.00		05/12/08	115.08
INT ON 50,000.		1,479.45	05/13/08	1,594.53
DEPOSIT		5,433.76	05/19/08	7,028.29
INVESTMENT COUNTER WITHDRAWAL	235.35		05/23/08	6,792.94
INTEREST		59.01	05/30/08	6,851.95
BALANCE THIS STATEMENT			05/30/08	6,851.95
TOTAL CREDITS (3)	6,972.22	AVG AVAILABLE BALANCE		27,655.30
TOTAL DEBITS (4)	168,157.35	AVERAGE BALANCE		27,836.42

I N T E R E S T

AVERAGE LEDGER BALANCE:	27,836.42	INTEREST EARNED:	59.01
AVERAGE AVAILABLE BALANCE:	27,655.30	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	59.01	ANNUAL PERCENTAGE YIELD EARNED:	2.63%
INTEREST PAID 2008:	3,744.83		

* * * C O N T I N U E D * * *

CTR 0218

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/30/08	5,851.95
INVESTMENT COUNTER WITHDRAWAL	1,146.98		06/04/08	5,704.97
BB&T LOAN PHONEPYMNT	165.00		06/05/08	5,539.97
BB&T LOAN PHONEPYMNT	1,005.00		06/05/08	4,534.97
DEPOSIT		68,108.77	06/09/08	72,643.74
FUNDS TRANSFER DEPOSIT	10,000.00		06/10/08	62,643.74
		7,922.00	06/16/08	70,565.74
INVESTMENT COUNTER WITHDRAWAL	10,000.00		06/16/08	60,565.74
INVESTMENT COUNTER WITHDRAWAL	35,000.00		06/16/08	25,565.74
DEPOSIT		5,433.76	06/20/08	30,999.50
INVESTMENT COUNTER WITHDRAWAL	3,000.00		06/23/08	27,999.50
INVESTMENT COUNTER WITHDRAWAL	945.42		06/25/08	27,054.08
INVESTMENT COUNTER WITHDRAWAL	1,146.98		06/25/08	25,907.10
INTEREST		45.49	06/30/08	25,952.59
BALANCE THIS STATEMENT			06/30/08	25,952.59
TOTAL CREDITS (4)	81,510.02	AVG AVAILABLE BALANCE		26,517.80
TOTAL DEBITS (9)	62,409.38	AVERAGE BALANCE		29,240.70

* * * C O N T I N U E D * * *

CTR 0221

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DEBI BAKER BROCKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	29,240.70	INTEREST EARNED:	45.49
AVERAGE AVAILABLE BALANCE:	26,517.80	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	45.49	ANNUAL PERCENTAGE YIELD EARNED:	2.04%
INTEREST PAID 2008:	3,790.32		
TAX IDENTIFICATION NUMBER:	20-6675546		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0222

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT [redacted]

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	15,727.84	INTEREST EARNED:	14.99
AVERAGE AVAILABLE BALANCE:	13,460.06	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	14.99	ANNUAL PERCENTAGE YIELD EARNED:	1.32%
INTEREST PAID 2008:	3,805.31		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0224

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/08	15,249.78
FUNDS TRANSFER	15,000.00		08/01/08	249.78
DEPOSIT		5,433.76	08/19/08	5,683.54
DEPOSIT		205,436.64	08/22/08	211,120.18
INVESTMENT COUNTER WITHDRAWAL	5,000.00		08/22/08	206,120.18
FUNDS TRANSFER	15,000.00		08/22/08	191,120.18
FUNDS TRANSFER	15,000.00		08/25/08	176,120.18
INVESTMENT COUNTER WITHDRAWAL	11,600.29		08/26/08	164,519.89
FUND TRANSFER	15,000.00		08/26/08	149,519.89
LOAN PAY 270751	14,686.31		08/28/08	134,833.58
FUNND TRANSFER	65,000.00		08/29/08	69,833.58
INTEREST		54.51	08/29/08	69,888.09
BALANCE THIS STATEMENT			08/29/08	69,888.09
TOTAL CREDITS (3)	210,924.91	AVG AVAILABLE BALANCE		23,997.93
TOTAL DEBITS (8)	156,286.60	AVERAGE BALANCE		63,956.35

* * * C O N T I N U E D * * *

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

I N T E R E S T

AVERAGE LEDGER BALANCE:	41,956.35	INTEREST EARNED:	54.51
AVERAGE AVAILABLE BALANCE:	23,997.93	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	54.51	ANNUAL PERCENTAGE YIELD EARNED:	2.90%
INTEREST PAID 2008:	3,859.82		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: [redacted] 09/30/2008
DOCUMENTS:

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1707 DEVINE ST
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PERFORMANCE INVESTMENT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/29/08	69,888.09
INVESTMENT COUNTER WITHDRAWAL	8,052.25		09/08/08	61,835.84
	10,000.00		09/08/08	51,835.84
FUNDS TRANSFER		69,120.00	09/12/08	120,955.84
DEPOSIT # 127				
INVESTMENT COUNTER WITHDRAWAL	3,200.00		09/15/08	117,755.84
	2,103.36		09/16/08	115,652.48
WIRE TRANSFER	12,528.79		09/16/08	103,123.69
WIRE TRANSFER	10,000.00		09/16/08	93,123.69
FUNDS TRANSFER		5,433.76	09/17/08	98,557.45
DEPOSIT	15,000.00		09/17/08	83,557.45
FUNDS TRANSFER	1,000.00		09/22/08	82,557.45
FUNDS TRANSFER				
INVESTMENT COUNTER WITHDRAWAL	1,532.10		09/22/08	81,025.35
INVESTMENT COUNTER WITHDRAWAL	5,426.23		09/22/08	75,599.12
INVESTMENT COUNTER WITHDRAWAL	10,000.00		09/23/08	65,599.12
	445.00		09/29/08	65,154.12
MISCELLANEOUS DEBIT	30,195.00		09/30/08	34,959.12
MISCELLANEOUS DEBIT	15,000.00		09/30/08	19,959.12
FUNDS TRANSFER		147.87	09/30/08	20,106.99
INTEREST			09/30/08	20,106.99
BALANCE THIS STATEMENT				

* * * C O N T I N U E D * * *

CTR 0227

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

TOTAL CREDITS	(3)	74,701.63	AVG AVAILABLE BALANCE	57,793.24
TOTAL DEBITS	(14)	124,482.73	AVERAGE BALANCE	74,443.04

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	74,443.04	INTEREST EARNED:	147.87
AVERAGE AVAILABLE BALANCE:	57,793.24	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	147.87	ANNUAL PERCENTAGE YIELD EARNED:	2.52%
INTEREST PAID 2008:	4,007.69		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	

CTR 0228

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

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11

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/08	20,106.99
NATIONWIDE P&C NW INTREFT	139.70		10/03/08	19,967.29
NATIONWIDE P&C NW INTREFT	496.00		10/03/08	19,471.29
NATIONWIDE P&C NW INTREFT	512.00		10/03/08	18,959.29
NATIONWIDE P&C NW INTREFT	901.90		10/03/08	18,057.39
DEPOSIT		305,626.36	10/08/08	323,683.75
INVESTMENT COUNTER WITHDRAWAL	302.00		10/08/08	323,381.75
INVESTMENT COUNTER WITHDRAWAL	374.00		10/08/08	323,007.75
INVESTMENT COUNTER WITHDRAWAL	380.00		10/08/08	322,627.75
INVESTMENT COUNTER WITHDRAWAL	450.00		10/08/08	322,177.75
INVESTMENT COUNTER WITHDRAWAL	1,377.98		10/08/08	320,799.77
INVESTMENT COUNTER WITHDRAWAL	20,000.00		10/10/08	300,799.77
INVESTMENT COUNTER WITHDRAWAL	4,632.76		10/14/08	296,167.01
DEPOSIT		7,560.00	10/15/08	303,727.01

* * * C O N T I N U E D * * *

CTR 0220

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	3,500.00		10/16/08	300,227.01
		5,433.76	10/17/08	305,660.77
BAKERANDBAKER BAKER TRF	2,500.00		10/21/08	303,160.77
MISCELLANEOUS DEBIT	3,500.00		10/24/08	299,660.77
INVESTMENT COUNTER WITHDRAWAL	842.61		10/24/08	298,818.16
INVESTMENT COUNTER WITHDRAWAL	15,000.00		10/28/08	283,818.16
		588.89	10/31/08	284,407.05
INTEREST			10/31/08	284,407.05
BALANCE THIS STATEMENT				
				236,468.75
TOTAL CREDITS (4)	319,209.01	AVG AVAILABLE BALANCE		236,712.62
TOTAL DEBITS (16)	54,908.95	AVERAGE BALANCE		

- - - - - - - - - - - - I N T E R E S T - - - - - - - - - - - -

AVERAGE LEDGER BALANCE:	236,712.62	INTEREST EARNED:	588.89
AVERAGE AVAILABLE BALANCE:	236,468.75	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	588.89	ANNUAL PERCENTAGE YIELD EARNED:	2.97%
INTEREST PAID 2008:	4,695.58		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0230

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/31/08	284,407.05
FUNDS TRF	85,000.00		11/01/08	199,407.05
MISCELLANEOUS DEBIT	27,708.15		11/03/08	171,698.90
INVESTMENT COUNTER WITHDRAWAL	16,560.00		11/03/08	155,138.90
INVESTMENT COUNTER WITHDRAWAL	167.98		11/05/08	154,970.92
INVESTMENT COUNTER WITHDRAWAL	3,000.00		11/05/08	151,970.92
INVESTMENT COUNTER WITHDRAWAL	46.99		11/06/08	151,923.93
INVESTMENT COUNTER WITHDRAWAL	3,200.00		11/06/08	148,723.93
BAKERANDBAKER BAKER DEPOSIT		5,433.76	11/14/08	154,157.69
		1,500.00	11/17/08	155,757.69
INVESTMENT COUNTER WITHDRAWAL	10,000.00		11/21/08	145,757.69
INVESTMENT COUNTER WITHDRAWAL	27,573.00		11/21/08	118,184.69
INTEREST		331.28	11/28/08	118,515.97
BALANCE THIS STATEMENT			11/28/08	118,515.97

TOTAL CREDITS	(3) 7,365.04	AVG AVAILABLE BALANCE	145,722.70
TOTAL DEBITS	(9) 173,256.12	AVERAGE BALANCE	145,779.84

* * * C O N T I N U E D * * *

CTR 0231

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	145,779.84	INTEREST EARNED:	331.28
AVERAGE AVAILABLE BALANCE:	145,722.70	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	331.28	ANNUAL PERCENTAGE YIELD EARNED:	3.00%
INTEREST PAID 2008:	4,927.86		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0232

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 [redacted] PAGE: 1
ACCOUNT: 12/31/2008
DOCUMENTS:

DEBI BAKER BROOKSHIRE TRUST
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1707 DEVINE ST

COLUMBIA SC 29205

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* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009 *

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/28/08	118,515.97
FUNDS TRANSFER	7,500.00		12/01/08	111,015.97
MISCELLANEOUS DEBIT	10,000.00		12/05/08	101,015.97
CORRECTION ENTRY OF 12/03		7,500.00	12/08/08	108,515.97
BAKERANDBAKER BAKER		5,433.76	12/15/08	113,949.73
FBO Debi Baker Brookshire		36,720.00	12/17/08	150,669.73
MISCELLANEOUS DEBIT	16,500.00		12/17/08	134,169.73
MISCELLANEOUS DEBIT	21,500.00		12/17/08	112,669.73
FUNDS TRANSFER	15,000.00		12/18/08	97,669.73
DEPOSIT		18,900.00	12/19/08	116,569.73
INVESTMENT COUNTER WITHDRAWAL	40,200.00		12/26/08	76,369.73
INTEREST		201.10	12/31/08	76,570.83
BALANCE THIS STATEMENT			12/31/08	76,570.83

TOTAL CREDITS	(5)	68,754.86	AVG AVAILABLE BALANCE	103,469.72
TOTAL DEBITS	(6)	110,700.00	AVERAGE BALANCE	105,187.90

I N T E R E S T

AVERAGE LEDGER BALANCE:	105,187.90	INTEREST EARNED:	201.10
AVERAGE AVAILABLE BALANCE:	103,469.72	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	201.10	ANNUAL PERCENTAGE YIELD EARNED:	2.178
INTEREST PAID 2008:	5,128.96		

* * * C O N T I N U E D * * *

CTR 0233

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/08	76,570.83
FUNDS TRANSFER	17,000.00		01/08/09	59,570.83
DEPOSIT		186.32	01/12/09	59,757.15
DEPOSIT		8,800.00	01/13/09	68,557.15
BAKERANDBAKER BAKER		5,433.76	01/15/09	73,990.91
INVESTMENT COUNTER WITHDRAWAL	7,500.00		01/15/09	66,490.91
FUNDS TRANSFER	5,000.00		01/15/09	61,490.91
INVESTMENT COUNTER WITHDRAWAL	449.76		01/16/09	61,041.15
INVESTMENT COUNTER WITHDRAWAL	2,221.11		01/16/09	58,820.04
FUNDS TRANSFER	10,000.00		01/20/09	48,820.04
FUNDS TRANSFER	12,000.00		01/23/09	36,820.04
TOYOTA Pay TFS	663.02			36,157.02
INVESTMENT COUNTER WITHDRAWAL	552.97		01/26/09	35,604.05
INVESTMENT COUNTER WITHDRAWAL	3,000.00		01/27/09	32,604.05
DEPOSIT		1.52	01/28/09	32,605.57
INVESTMENT COUNTER WITHDRAWAL	2,000.00		01/29/09	30,605.57
FUNDS TRANSFER	7,500.00		01/29/09	23,105.57
INTEREST		32.18	01/30/09	23,137.75
BALANCE THIS STATEMENT			01/30/09	23,137.75

* * * C O N T I N U E D * * *

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

TOTAL CREDITS	(5)	14,453.78	AVG AVAILABLE BALANCE	52,829.66
TOTAL DEBITS	(12)	57,886.86	AVERAGE BALANCE	53,129.25

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AVERAGE LEDGER BALANCE:	53,129.25	INTEREST EARNED:	32.18
AVERAGE AVAILABLE BALANCE:	52,829.66	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	32.18	ANNUAL PERCENTAGE YIELD EARNED:	.74%
INTEREST PAID 2009:	32.18		
INTEREST PAID 2008:	5,128.96		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0236

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 [redacted] PAGE: 1
ACCOUNT: 02/27/2009
DOCUMENTS:

DEBI BAKER BROOKSHIRE TRUST
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1707 DEVINE ST
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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/30/09	23,137.75
INVESTMENT COUNTER WITHDRAWAL	2,383.07		02/09/09	20,754.68
	7,500.00		02/11/09	13,254.68
FUNDS TRANSFER BAKERANDBAKER BAKER		5,433.76	02/13/09	18,688.44
INVESTMENT COUNTER WITHDRAWAL	10,000.00		02/19/09	8,688.44
INVESTMENT COUNTER WITHDRAWAL	7,500.00		02/25/09	1,188.44
INTEREST		5.36	02/27/09	1,193.80
BALANCE THIS STATEMENT			02/27/09	1,193.80
TOTAL CREDITS (2)	5,439.12	AVG AVAILABLE BALANCE		15,860.18
TOTAL DEBITS (4)	27,383.07	AVERAGE BALANCE		15,860.18

I N T E R E S T

AVERAGE LEDGER BALANCE:	15,860.18	INTEREST EARNED:	5.36
AVERAGE AVAILABLE BALANCE:	15,860.18	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	5.36	ANNUAL PERCENTAGE YIELD EARNED:	.404
INTEREST PAID 2009:	37.54		
INTEREST PAID 2008:	5,128.96		

* * * C O N T I N U E D * * *

CTR-0237

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DEB1 BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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000 00007 03 [redacted] PAGE: 1
ACCOUNT: 03/31/2009
DOCUMENTS:

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DEBI BAKER BROOKSHIRE TRUSTEE 30-0
1707 DEVINE ST 1
3
COLUMBIA SC 29205

* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009 *

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			02/27/09	1,193.80
BAKERANDBAKER BAKER		5,433.76	03/13/09	6,627.56
INVESTMENT COUNTER WITHDRAWAL	4,925.91		03/16/09	1,701.65
			03/18/09	382.59
TOYOTA Pay TFS	1,319.06		03/30/09	11,382.59
DEPOSIT		11,000.00	03/30/09	8,882.59
MISCELLANEOUS DEBIT	2,500.00		03/30/09	3,882.59
FUNDS TRANSFER	5,000.00		03/31/09	3,882.85
INTEREST		.26	03/31/09	3,882.85
BALANCE THIS STATEMENT				
TOTAL CREDITS (3)	16,434.02	AVG AVAILABLE BALANCE		1,477.47
TOTAL DEBITS (4)	13,744.97	AVERAGE BALANCE		1,598.80

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	1,598.80	INTEREST EARNED:	.26
AVERAGE AVAILABLE BALANCE:	1,477.47	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.26	ANNUAL PERCENTAGE YIELD EARNED:	.20%
INTEREST PAID 2009:	37.80		

* * * C O N T I N U E D * * *

CTR 0239

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT [redacted]

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0240

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 [redacted] PAGE: 1
ACCOUNT: 04/30/2009
DOCUMENTS:

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1707 DEVINE ST
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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			03/31/09	3,882.85
DEPOSIT		250.00	04/02/09	4,132.85
DEPOSIT		1,000.00	04/03/09	5,132.85
FUNDS TRANSFER	5,000.00		04/06/09	132.85
DEPOSIT		10,000.00	04/08/09	10,132.85
FUNDS TRANSFER	10,000.00		04/08/09	132.85
BAKERANDBAKER BAKER INVESTMENT COUNTER WITHDRAWAL		5,433.76	04/15/09	5,566.61
	5,000.00		04/15/09	566.61
DEPOSIT		3,000.00	04/24/09	3,566.61
FUNDS TRANSFER	3,500.00		04/24/09	66.61
DEPOSIT		10,000.00	04/27/09	10,066.61
DEPOSIT		100.00	04/28/09	10,166.61
INVESTMENT COUNTER WITHDRAWAL	133.92		04/28/09	10,032.69
INVESTMENT COUNTER WITHDRAWAL	4,082.73		04/28/09	5,949.96
INVESTMENT COUNTER WITHDRAWAL	5,847.00		04/28/09	102.96
INTEREST		.26	04/30/09	103.22
BALANCE THIS STATEMENT			04/30/09	103.22
TOTAL CREDITS (8)	29,784.02	AVG AVAILABLE BALANCE		1,009.49
TOTAL DEBITS (7)	33,563.65	AVERAGE BALANCE		1,342.82

* * * C O N T I N U E D * * *

CTR 0241

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	1,342.82	INTEREST EARNED:	.26
AVERAGE AVAILABLE BALANCE:	1,009.49	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	.26	ANNUAL PERCENTAGE YIELD EARNED:	.31%
INTEREST PAID 2009:	38.06		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0242

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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1707 DEVINE ST
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* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009 *

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/09	103.22
DEPOSIT		6,800.00	05/01/09	6,903.22
INVESTMENT COUNTER WITHDRAWAL	5,000.00		05/01/09	1,903.22
	1,500.00		05/07/09	403.22
FUNDS TRANSFER		175.00	05/11/09	578.22
DEPOSIT				
INVESTMENT COUNTER WITHDRAWAL	130.00		05/13/09	448.22
INVESTMENT COUNTER WITHDRAWAL	286.01		05/13/09	162.21
DEPOSIT		10,000.00	05/14/09	10,162.21
INVESTMENT COUNTER WITHDRAWAL	10,000.00		05/14/09	162.21
		5,433.76	05/15/09	5,595.97
BAKERANDBAKER BAKER				
INVESTMENT COUNTER WITHDRAWAL	537.14		05/15/09	5,058.83
INVESTMENT COUNTER WITHDRAWAL	4,579.00		05/15/09	479.83
		100.00	05/19/09	579.83
DEPOSIT				
INVESTMENT COUNTER WITHDRAWAL	500.00		05/19/09	79.83
		5,000.00	05/26/09	5,079.83
CREDIT				
INVESTMENT COUNTER WITHDRAWAL	5,000.00		05/26/09	79.83
BALANCE THIS STATEMENT			05/29/09	79.83

* * * C O N T I N U E D * * *

CTR 0243

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

TOTAL CREDITS	(6)	27,508.76	AVG AVAILABLE BALANCE	391.99
TOTAL DEBITS	(9)	27,532.15	AVERAGE BALANCE	596.91

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

INTEREST PAID 2009: 38.06

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR-TO-DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

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* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/29/09	79.83
DEPOSIT		3,500.00	06/03/09	3,579.83
FUNDS TRANSFER			06/03/09	79.83
FBO Debi Baker Brookshire	3,500.00	42,983.51	06/05/09	43,063.34
INVESTMENT COUNTER WITHDRAWAL			06/05/09	41,101.84
	1,961.50			
INVESTMENT COUNTER WITHDRAWAL			06/05/09	36,101.84
	5,000.00		06/05/09	10,714.64
DEBIT	25,387.20		06/09/09	8,214.64
FUNDS TRANSFER	2,500.00			
INVESTMENT COUNTER WITHDRAWAL			06/11/09	7,247.14
	967.50			
BAKERANDBAKER BAKER		5,433.76	06/15/09	12,680.90
INVESTMENT COUNTER WITHDRAWAL			06/17/09	10,180.90
	2,500.00			
DEPOSIT		600.00	06/23/09	10,780.90
INVESTMENT COUNTER WITHDRAWAL			06/24/09	7,280.90
	3,500.00			
INVESTMENT COUNTER WITHDRAWAL			06/25/09	5,280.90
	2,000.00			
INVESTMENT COUNTER WITHDRAWAL			06/30/09	2,280.90
	3,000.00			
INTEREST		2.59	06/30/09	2,283.49
BALANCE THIS STATEMENT			06/30/09	2,283.49

* * * C O N T I N U E D * * *

CTR 0246

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

TOTAL CREDITS	(5)	52,319.86	AVG AVAILABLE BALANCE	6,917.18
TOTAL DEBITS	(10)	50,316.20	AVERAGE BALANCE	6,935.93

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AVERAGE LEDGER BALANCE:	6,935.93	INTEREST EARNED:	2.59
AVERAGE AVAILABLE BALANCE:	6,917.18	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	2.59	ANNUAL PERCENTAGE YIELD EARNED:	.43%
INTEREST PAID 2009:	40.65		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0248

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: 07/31/2009
DOCUMENTS:

DEBI BAKER BROCKSHIRE TRUST
DEBI BAKER BROCKSHIRE TRUSTEE
1707 DEVINE ST

COLUMBIA SC 29205

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
				6,112.27
INVESTMENT COUNTER WITHDRAWAL	3,000.00		07/30/09	6,112.27
		1.50	07/31/09	6,113.77
INTEREST			07/31/09	6,113.77
BALANCE THIS STATEMENT				4,803.42
TOTAL CREDITS (7)	27,735.26	AVG AVAILABLE BALANCE		6,545.36
TOTAL DEBITS (11)	23,904.98	AVERAGE BALANCE		

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	6,545.36	INTEREST EARNED:	1.50
AVERAGE AVAILABLE BALANCE:	4,803.42	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1.50	ANNUAL PERCENTAGE YIELD EARNED:	.37%
INTEREST PAID 2009:	42.15		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0248

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/09	6,113.77
INVESTMENT COUNTER WITHDRAWAL	792.63		08/03/09	5,321.14
INVESTMENT COUNTER WITHDRAWAL	3,000.00		08/05/09	2,321.14
INVESTMENT COUNTER WITHDRAWAL	2,000.00		08/10/09	321.14
BAKERANDBAKER BAKER INVESTMENT COUNTER WITHDRAWAL		5,433.76	08/14/09	5,754.90
INVESTMENT COUNTER WITHDRAWAL	3,000.00		08/17/09	2,754.90
DEPOSIT		500.00	08/18/09 08/25/09	754.90 1,254.90
INVESTMENT COUNTER WITHDRAWAL	1,200.00		08/25/09	54.90
DEPOSIT		3,100.00	08/31/09	3,154.90
INVESTMENT COUNTER WITHDRAWAL	1,000.00		08/31/09	2,154.90
INVESTMENT COUNTER WITHDRAWAL	1,600.00		08/31/09	554.90
INTEREST		.47	08/31/09	555.37

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: [redacted]
DOCUMENTS:

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION		DEBITS	CREDITS	DATE	BALANCE
BALANCE THIS STATEMENT				08/31/09	555.37
TOTAL CREDITS	(4)	9,034.23	AVG AVAILABLE BALANCE		1,998.33
TOTAL DEBITS	(8)	14,592.63	AVERAGE BALANCE		1,998.33

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AVERAGE LEDGER BALANCE:	1,998.33	INTEREST EARNED:	.47
AVERAGE AVAILABLE BALANCE:	1,998.33	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.47	ANNUAL PERCENTAGE YIELD EARNED:	.28%
INTEREST PAID 2009:	42.62		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0250

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ACCOUNT: 09/30/2009
DOCUMENTS: 18

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/09	555.37
DEPOSIT		600.00	09/01/09	1,155.37
INVESTMENT COUNTER WITHDRAWAL	1,000.00		09/01/09	155.37
INVESTMENT COUNTER WITHDRAWAL	151.00		09/02/09	4.37
FBO Debi Baker Brookshire		43,200.00	09/04/09	43,204.37
INVESTMENT COUNTER WITHDRAWAL	442.00		09/04/09	42,762.37
INVESTMENT COUNTER WITHDRAWAL	491.00		09/04/09	42,271.37
INVESTMENT COUNTER WITHDRAWAL	2,500.00		09/04/09	39,771.37
INVESTMENT COUNTER WITHDRAWAL	857.02		09/08/09	38,914.35
INVESTMENT COUNTER WITHDRAWAL	2,500.00		09/09/09	36,414.35
INVESTMENT COUNTER WITHDRAWAL	2,735.64		09/09/09	33,678.71
INVESTMENT COUNTER WITHDRAWAL	3,623.93		09/09/09	30,054.78

* * * C O N T I N U E D * * *

CTR 0251

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	4,000.00		09/09/09	26,054.78
BAKERANDBAKER BAKER		5,433.76	09/15/09	31,488.54
INVESTMENT COUNTER WITHDRAWAL	2,654.00		09/16/09	28,834.54
INVESTMENT COUNTER WITHDRAWAL	3,500.00		09/22/09	25,334.54
DEPOSIT		440.00	09/23/09	25,774.54
MISCELLANEOUS DEBIT	5,000.00		09/23/09	20,774.54
INVESTMENT COUNTER WITHDRAWAL	109.92		09/23/09	20,664.62
INVESTMENT COUNTER WITHDRAWAL	656.02		09/24/09	20,008.60
INVESTMENT COUNTER WITHDRAWAL	570.00		09/25/09	19,438.60
INTEREST		11.54	09/30/09	19,450.14
BALANCE THIS STATEMENT			09/30/09	19,450.14

TOTAL CREDITS	(5)	49,685.30	AVG AVAILABLE BALANCE	24,706.25
TOTAL DEBITS	(16)	30,790.53	AVERAGE BALANCE	24,720.92

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AVERAGE LEDGER BALANCE:	24,720.92	INTEREST EARNED:	11.54
AVERAGE AVAILABLE BALANCE:	24,706.25	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	11.54	ANNUAL PERCENTAGE YIELD EARNED:	.57%
INTEREST PAID 2009:	54.16		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0252

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: 10 10/30/2009
DOCUMENTS:

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1707 DEVINE ST 9
COLUMBIA SC 29201-4011

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* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
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* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *

****

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/09	19,450.14
INVESTMENT COUNTER WITHDRAWAL	1,500.00		10/02/09	17,950.14
INVESTMENT COUNTER WITHDRAWAL	3,200.00		10/02/09	14,750.14
INVESTMENT COUNTER WITHDRAWAL	3,000.00		10/05/09	11,750.14
INVESTMENT COUNTER WITHDRAWAL	2,500.00		10/09/09	9,250.14
MISCELLANEOUS DEBIT	1,165.83		10/14/09	8,104.31
BAKERANDBAKER BAKER		5,433.76	10/15/09	13,538.07
INVESTMENT COUNTER WITHDRAWAL	2,000.00		10/15/09	11,538.07
			10/21/09	10,553.41
MISCELLANEOUS DEBIT	984.66		10/22/09	17,553.41
DEPOSIT		7,000.00		
INVESTMENT COUNTER WITHDRAWAL	1,500.00		10/22/09	16,053.41
INVESTMENT COUNTER WITHDRAWAL	3,500.00		10/26/09	12,553.41
			10/30/09	12,557.82
INTEREST		4.41	10/30/09	12,557.82
BALANCE THIS STATEMENT				

* * * C O N T I N U E D * * *

CTR 0283

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT [redacted]

TOTAL CREDITS	(3)	12,438.17	AVG AVAILABLE BALANCE	12,160.62
TOTAL DEBITS	(9)	19,330.49	AVERAGE BALANCE	12,393.95

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AVERAGE LEDGER BALANCE:	12,393.95	INTEREST EARNED:	4.41
AVERAGE AVAILABLE BALANCE:	12,160.62	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	4.41	ANNUAL PERCENTAGE YIELD EARNED:	.44%
INTEREST PAID 2009:	58.57		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0254

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: 11/30/2009
DOCUMENTS:

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			10/30/09	12,557.82
INVESTMENT COUNTER WITHDRAWAL	2,500.00		11/02/09	10,057.82
MISCELLANEOUS DEBIT	4,891.02		11/03/09	5,166.80
INVESTMENT COUNTER WITHDRAWAL	2,000.00		11/06/09	3,166.80
INVESTMENT COUNTER WITHDRAWAL	3,000.00		11/09/09	166.80
BAKER/BAKER BAKER		5,433.76	11/13/09	5,600.56
INVESTMENT COUNTER WITHDRAWAL	2,500.00		11/16/09	3,100.56
INVESTMENT COUNTER WITHDRAWAL	500.00		11/18/09	2,600.56
INVESTMENT COUNTER WITHDRAWAL	2,000.00		11/18/09	600.56
DEPOSIT		1,500.00	11/23/09	2,100.56
INVESTMENT COUNTER WITHDRAWAL	2,000.00		11/23/09	100.56
DEPOSIT		4,000.00	11/27/09	4,100.56
FUNDS TRANSFER	4,000.00		11/27/09	100.56
INTEREST		.96	11/30/09	101.52

* * * C O N T I N U E D * * *

CTR 0255

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMENT ACCOUNT [redacted]

DESCRIPTION		DEBITS	CREDITS	DATE	BALANCE
BALANCE THIS STATEMENT				11/30/09	101.52
TOTAL CREDITS	(4)	10,934.72	AVG AVAILABLE BALANCE		2,827.46
TOTAL DEBITS	(9)	23,391.02	AVERAGE BALANCE		2,827.46

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AVERAGE LEDGER BALANCE:	2,827.46	INTEREST EARNED:	.96
AVERAGE AVAILABLE BALANCE:	2,827.46	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	.96	ANNUAL PERCENTAGE YIELD EARNED:	.404
INTEREST PAID 2009:	59.53		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

CTR 0258

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ACCOUNT: 12/31/2009
DOCUMENTS:

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURANCE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/09	101.52
DEPOSIT		1,500.00	12/03/09	1,601.52
FUNDS TRANSFER	1,500.00		12/03/09	101.52
FBO Debi Baker Brookshire		115,560.00	12/14/09	115,661.52
MISCELLANEOUS DEBIT	7,397.28		12/14/09	108,264.24
INVESTMENT COUNTER WITHDRAWAL	3,500.00		12/14/09	104,764.24
INVESTMENT COUNTER WITHDRAWAL	5,000.00		12/14/09	99,764.24
BAKERANDBAKEROF BOPER		5,433.76	12/15/09	105,198.00
INVESTMENT COUNTER WITHDRAWAL	2,000.00		12/17/09	103,198.00
INVESTMENT COUNTER WITHDRAWAL	4,000.00		12/21/09	99,198.00
INVESTMENT COUNTER WITHDRAWAL	3,500.00		12/23/09	95,698.00
CHECK # 1002	1,728.64		12/23/09	93,969.36
INVESTMENT COUNTER WITHDRAWAL	3,500.00		12/28/09	90,469.36
MISCELLANEOUS DEBIT	2,000.00		12/30/09	88,469.36
INVESTMENT COUNTER WITHDRAWAL	2,500.00		12/30/09	85,969.36
INTEREST		48.48	12/31/09	86,017.84
BALANCE THIS STATEMENT			12/31/09	86,017.84
TOTAL CREDITS (4)	122,542.24	AVG AVAILABLE BALANCE		86,302.97
TOTAL DEBITS (11)	36,625.92	AVERAGE BALANCE		56,302.97

* * * C O N T I N U E D * * *

CTR 0257

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

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AVERAGE LEDGER BALANCE:	56,302.97	INTEREST EARNED:	48.48
AVERAGE AVAILABLE BALANCE:	56,302.97	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	48.48	ANNUAL PERCENTAGE YIELD EARNED:	1.02%
INTEREST PAID 2009:	108.01		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0258

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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1707 DEVINE ST
COLUMBIA SC 29201-4011

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PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/09	86,017.84
INVESTMENT COUNTER WITHDRAWAL	2,500.00		01/04/10	83,517.84
MISCELLANEOUS DEBIT	1,200.00		01/06/10	82,317.84
INVESTMENT COUNTER WITHDRAWAL	4,000.00		01/08/10	78,317.84
INVESTMENT COUNTER WITHDRAWAL	20,000.00		01/12/10	58,317.84
INVESTMENT COUNTER WITHDRAWAL	31,261.76		01/13/10	27,056.08
INVESTMENT COUNTER WITHDRAWAL	2,000.00		01/14/10	25,056.08
BAKERANDBAKEROP BOPER		5,433.76	01/15/10	30,489.84
INVESTMENT COUNTER WITHDRAWAL	2,500.00		01/20/10	27,989.84
MISCELLANEOUS DEBIT	3,462.20		01/22/10	24,527.64
DEPOSIT		6.36	01/25/10	24,534.00
INVESTMENT COUNTER WITHDRAWAL	2,500.00		01/26/10	22,034.00
INVESTMENT COUNTER WITHDRAWAL	2,000.00		01/27/10	20,034.00
INVESTMENT COUNTER WITHDRAWAL	2,500.00		01/29/10	17,534.00
INTEREST		25.48	01/29/10	17,559.48
BALANCE THIS STATEMENT			01/29/10	17,559.48

TOTAL CREDITS	(3)	5,465.60	AVG AVAILABLE BALANCE	47,184.13
TOTAL DEBITS	(11)	73,923.96	AVERAGE BALANCE	47,184.35

* * * C O N T I N U E D * * *

CTR 0259

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	47,184.35	INTEREST EARNED:	25.48
AVERAGE AVAILABLE BALANCE:	47,184.13	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	25.48	ANNUAL PERCENTAGE YIELD EARNED:	.68%
INTEREST PAID 2010:	25.48		
INTEREST PAID 2009:	108.01		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0260

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DEBI BAKER BROOKSHIRE TRUST 30-D
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 13
COLUMBIA SC 29201-4011

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

PERFORMANCE INVESTMT ACCOUNT [redacted]

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/29/10	17,559.48
INVESTMENT COUNTER WITHDRAWAL	2,500.00		02/01/10	15,059.48
DEPOSIT		31,261.76	02/05/10	46,321.24
MISCELLANEOUS DEBIT	3,407.26		02/05/10	42,913.98
INVESTMENT COUNTER WITHDRAWAL	9,000.00		02/05/10	33,913.98
INVESTMENT COUNTER WITHDRAWAL	4,000.00		02/08/10	35,913.98
INVESTMENT COUNTER WITHDRAWAL	2,500.00		02/09/10	33,413.98
INVESTMENT COUNTER WITHDRAWAL	2,500.00		02/12/10	30,913.98
BRKERANDRAKEDP BORAR		5,433.76	02/16/10	36,347.74
INVESTMENT COUNTER WITHDRAWAL	5,000.00		02/17/10	31,347.74
INVESTMENT COUNTER WITHDRAWAL	2,500.00		02/18/10	28,847.74
MISCELLANEOUS DEBIT	1,065.00		02/19/10	27,782.74
INVESTMENT COUNTER WITHDRAWAL	500.00		02/22/10	27,282.74
INVESTMENT COUNTER WITHDRAWAL	3,000.00		02/23/10	24,282.74
INVESTMENT COUNTER WITHDRAWAL	500.00		02/25/10	23,782.74
DEPOSIT		43.49	02/26/10	23,826.23
INVESTMENT COUNTER WITHDRAWAL	5,000.00		02/26/10	18,826.23
INTEREST		10.99	02/26/10	18,837.22
BALANCE THIS STATEMENT			02/26/10	18,837.22
TOTAL CREDITS (4)	36,750.00	AVG AVAILABLE BALANCE		24,265.37
TOTAL DEBITS (13)	35,472.26	AVERAGE BALANCE		27,616.40

* * * C O N T I N U E D * * *

CTR 0281

DEBI BARRR BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT 3[redacted]

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	27,616.40	INTEREST EARNED:	10.99
AVERAGE AVAILABLE BALANCE:	24,255.37	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	10.99	ANNUAL PERCENTAGE YIELD EARNED:	.59%
INTEREST PAID 2010:	36.47		
INTEREST PAID 2009:	108.01		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0282

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DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

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*
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
*
****
AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

PERFORMANCE INVESTMT ACCOUNT

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			02/26/10	18,837.22
MISCELLANEOUS DEBIT	3,635.00		03/03/10	15,202.22
MISCELLANEOUS DEBIT	4,000.00		03/03/10	11,202.22
DEPOSIT		172.00	03/05/10	11,374.22
MISCELLANEOUS DEBIT	1,500.00		03/05/10	9,874.22
INVESTMENT COUNTER WITHDRAWAL	2,500.00		03/12/10	7,374.22
BAKERANDBAKEROP BOPER		5,433.76	03/15/10	12,807.98
INVESTMENT COUNTER WITHDRAWAL	2,500.00		03/16/10	10,307.98
INVESTMENT COUNTER WITHDRAWAL	2,000.00		03/17/10	8,307.98
MISCELLANEOUS DEBIT	2,013.51		03/23/10	6,294.47
INVESTMENT COUNTER WITHDRAWAL	2,000.00		03/23/10	4,294.47
TOYOTA Pay TFS	1,944.39		03/25/10	2,350.08
INVESTMENT COUNTER WITHDRAWAL	2,000.00		03/25/10	350.08
DEPOSIT		1,300.00	03/30/10	1,650.08
INVESTMENT COUNTER WITHDRAWAL	1,500.00		03/30/10	150.08
INTEREST		2.38	03/31/10	152.46
BALANCE THIS STATEMENT			03/31/10	152.46

TOTAL CREDITS	(4)	6,908.14	AVG AVAILABLE BALANCE	8,242.29
TOTAL DEBITS	(11)	25,592.90	AVERAGE BALANCE	8,260.57

* * * C O N T I N U E D * * *

CTR 0263

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	8,260.57	INTEREST EARNED:	2.38
AVERAGE AVAILABLE BALANCE:	8,242.29	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	2.38	ANNUAL PERCENTAGE YIELD EARNED:	.32%
INTEREST PAID 2010:	38.85		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

CTR 0284

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1707 DEVINE ST
COLUMBIA SC 29201-4011

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DEBI BAKER BROOKSHIRE TRUST

494 CHECKING ACCOUNT [redacted]

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
INVESTMENT COUNTER WITHDRAWAL	04/05	2,000.00
INVESTMENT COUNTER WITHDRAWAL	04/13	4,000.00
MISCELLANEOUS DEBIT	04/14	2,974.49
INVESTMENT COUNTER WITHDRAWAL	04/14	3,500.00
MISCELLANEOUS DEBIT	04/15	1,032.00
INVESTMENT COUNTER WITHDRAWAL	04/16	2,000.00
VICTORIA FIRE & INS.PREM.4	04/19	1,356.00
MISCELLANEOUS DEBIT	04/21	500.00
FUNDS TRANSFER	04/22	2,500.00
MISCELLANEOUS DEBIT	04/26	2,586.38
FUNDS TRANSFER	04/27	2,000.00
MISCELLANEOUS DEBIT	04/29	1,800.00
FUNDS TRANSFER	04/30	2,500.00

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	15,008.15	INTEREST EARNED:	1.23
AVERAGE AVAILABLE BALANCE:	15,008.15	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1.23	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	40.08		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - - - DAILY BALANCE - - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/05	152.46	04/16	21,807.26	04/27	13,864.96
04/09	30,392.46	04/19	20,451.26	04/29	11,064.96
04/13	26,392.46	04/21	19,951.26	04/30	8,565.19
04/14	19,917.97	04/22	17,451.26		
04/15	24,839.26	04/26	14,864.96		

CTR 0268

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****

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****

49+ CHECKING ACCOUNT [redacted]

AVG AVAILABLE BALANCE	17,885.87	LAST STATEMENT 04/30/10	8,566.19
AVERAGE BALANCE	18,421.59	4 CREDITS	88,356.01
		11 DEBITS	26,023.02
		THIS STATEMENT 05/28/10	70,899.18

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	05/13	15,000.00		05/25	57,920.88			

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	05/14	5,433.76
INTEREST	05/28	1.37

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
1010	05/27	394.26						

* * * C O N T I N U E D * * *

CTR 0267

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DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	05/05	4,000.00
FUNDS TRANSFER	05/10	2,000.00
FUNDS TRANSFER	05/11	2,000.00
FUNDS TRANSFER	05/14	2,980.63
MISCELLANEOUS DEBIT	05/14	3,500.00
FUNDS TRANSFER	05/17	2,000.00
MISCELLANEOUS DEBIT	05/24	648.13
T.M.C.C LOAN PMT	05/24	2,500.00
FUNDS TRANSFER	05/27	3,500.00
FUNDS TRANSFER	05/28	2,500.00
FUNDS TRANSFER		

INTEREST

AVERAGE LEDGER BALANCE:	18,421.59	INTEREST EARNED:	1.37
AVERAGE AVAILABLE BALANCE:	17,885.87	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	1.37	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	41.45		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	4,566.19	05/14	14,519.32	05/27	73,397.81
05/10	2,566.19	05/17	12,519.32	05/28	70,899.18
05/11	566.19	05/24	9,371.19		
05/13	15,566.19	05/25	77,292.07		

CTR D268

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

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ACCOUNT: 13 06/30/2010
DOCUMENTS:

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

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DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00
MISCELLANEOUS DEBIT	06/14	2,500.00
FUNDS TRANSFER	06/15	3,000.00
FUNDS TRANSFER	06/16	3,000.00
MISCELLANEOUS DEBIT	06/22	1,136.64
T.M.C.C LOAN PMT	06/23	648.13
FUNDS TRANSFER	06/24	2,500.00
MISCELLANEOUS DEBIT	06/24	2,729.74
FUNDS TRANSFER	06/25	3,000.00
AMERICAN EXPRESS ELEC REMIT	06/29	16,524.00

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	84,775.11	INTEREST EARNED:	7.66
AVERAGE AVAILABLE BALANCE:	84,763.54	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	7.66	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	49.11		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/02	67,799.18	06/11	100,441.11	06/23	95,590.10
05/03	65,299.18	06/14	97,941.11	06/24	90,742.12
06/04	53,299.18	06/15	100,376.87	06/25	87,742.12
06/07	50,799.18	06/16	97,376.87	06/29	71,218.12
06/08	103,441.11	06/22	96,238.23	06/30	71,225.78

CTR 0270

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DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

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DEBI BAKER BROOKSHIRE TRUST

494 CHECKING ACCOUNT [redacted]

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
T.M.C.C LOAN PMT	07/22	648.13
FUNDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FUNDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FUNDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FUNDS TRANSFER	07/06	5,000.00

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	54.76		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,225.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.78	07/22	52,761.41	07/30	213,047.89
07/14	57,875.78	07/26	15,318.10		

CTR 0272

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ACCOUNT: 08/31/2010
DOCUMENTS:

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2706 0.8280 MB 0.382 13 10 4

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 1
1707 DEVINE ST 2
COLUMBIA SC 29201-4011

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

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49+ CHECKING ACCOUNT [redacted]

AVG AVAILABLE BALANCE	70,705.71	LAST STATEMENT 07/30/10	213,047.89
AVERAGE BALANCE	70,705.71	2 CREDITS	653.61
		3 DEBITS	213,695.30
		THIS STATEMENT 08/31/10	6.20

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	08/24	647.41						

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
INTEREST	08/31	6.20

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	08/03	10,119.17
MISCELLANEOUS DEBIT	08/11	202,928.00
T.M.C.C LOAN PMT	08/24	648.13

* * * C O N T I N U E D * * *

CTR 0273

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]

- - - - - - - - - I N T E R E S T - - - - - - - - -

AVERAGE LEDGER BALANCE:	70,705.71	INTEREST EARNED:	6.20
AVERAGE AVAILABLE BALANCE:	70,705.71	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	6.20	ANNUAL PERCENTAGE YIELD EARNED:	.108
INTEREST PAID 2010:	60.96		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/03	202,928.72	08/24	.00		
08/11	.72	08/31	6.20		

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ACCOUNT: 09/30/2010
DOCUMENTS:

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1707 DEVINE ST 0
COLUMBIA SC 29205

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****

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49+ CHECKING ACCOUNT [redacted]

AVG AVAILABLE BALANCE	4.54	LAST STATEMENT 08/31/10	6.20
AVERAGE BALANCE	4.54	CREDITS	.00
		1 DEBITS	648.13
		THIS STATEMENT 09/30/10	641.93-

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
T.M.C.C LOAN PMT	09/23	648.13

INTEREST

INTEREST PAID 2010: 60.96

* * * C O N T I N U E D * * *

CTR 0275

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DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - - DAILY BALANCE - - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/23	641.93+				

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ACCOUNT: 10/29/2010
DOCUMENTS: 1

**********EXCLUDE-DoNotMailAddr R
3150 0 6350 SX 0.000 15 3 11

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 10
1707 DEVINE ST
COLUMBIA SC 29205

****
* *
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
* *
****
AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE
VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS
ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]

AVG AVAILABLE BALANCE	.00	LAST STATEMENT 09/30/10	641.93-
AVERAGE BALANCE	.00	1 CREDITS	641.93
		DEBITS	.00
		THIS STATEMENT 10/29/10	.00

- - - - - - - - - - - - - - DEPOSITS - - - - - - - - - - - - - -

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
10/01 641.93		

- - - - - - - - - - - - - - - - I N T E R E S T - - - - - - - - - - - - - - - -

INTEREST PAID 2010: 60.95

* * * C O N T I N U E D * * *

CTR 0277

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DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
10/01	.00				

CTR 0278

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EXHIBIT 37

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Kathleen M. McDaniel - Attorney
Ph: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

February 17, 2011

Via facsimile only (864-882-2705)
James Louis Williams, Esq ("Jim")
Derrick Ritter Williams & Morris PA
107 North Fairplay Street
Seneca, SC 29678

EXHIBIT 60 Brookshire 2/17/11

Re: Debi Baker-Brookshire
Our File No.: 1345.001

Dear Mr. Williams:

I am writing to follow up on our telephone conversation this afternoon. Please close Ms. Baker-Brookshire's account with Community First Bank and prepare a check made out to Debi Baker-Brookshire for all funds remaining in the account. I will personally pick up the check when I meet with you on Tuesday, February 22, 2011, and deliver it to Ms. Baker-Brookshire.

Sincerely,
CALLISON TIGHE & ROBINSON, LLC

Kathleen M. McDaniel

cc: Debi Baker-Brookshire (via U.S Mail)

Giese-CFB 1254

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EXHIBIT 38

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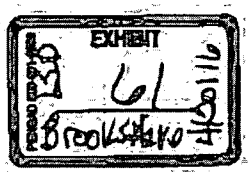


DERRICK, RITTER, WILLIAMS & MORRIS, P.A. 002901
Attorneys at Law
P. O. BOX 795
Seneca, South Carolina 29679

Date 2/22 2011

Rec'd from Kathleen M. Daniels

Amt $ 285,233.34

Amt Two Hundred Eight Five Thousand Two Hundred Thirty Three & 34/100

For Debi Baker Brookshire

☐ Cash ☒ Check

By: Kathleen M. Daniels

Acct $

Paid

Due

Fee

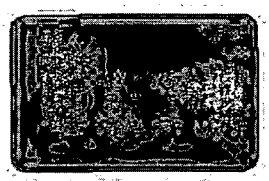
Clerk of Ct

Other Cost

Tax Collector

Treasurer

Title Ins



Giese-CFB 1270

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Community First Bank
OFFICIAL CHECK

CUSTOMER COPY

Item Number:		70011319		Amt.:	$ 285,233.34	Fee:	$ 0.00
Date:	02/22/2011	Time:	12:00	Loc.	07	Oper	01-BENH
Purch:	CLOSE ACCT ATTY KATHLEEN MCDANIELS REQ			Payee:	DEBI BAKER BROOKSHIRE		

Community First Bank
Walhalla, SC 29691

70011319

COMMUNITY FIRST BANK

OFFICIAL CHECK

PAY $ 285233 34 CENTS
ONLY

Pay To The Order Of: DEBI BAKER BROOKSHIRE

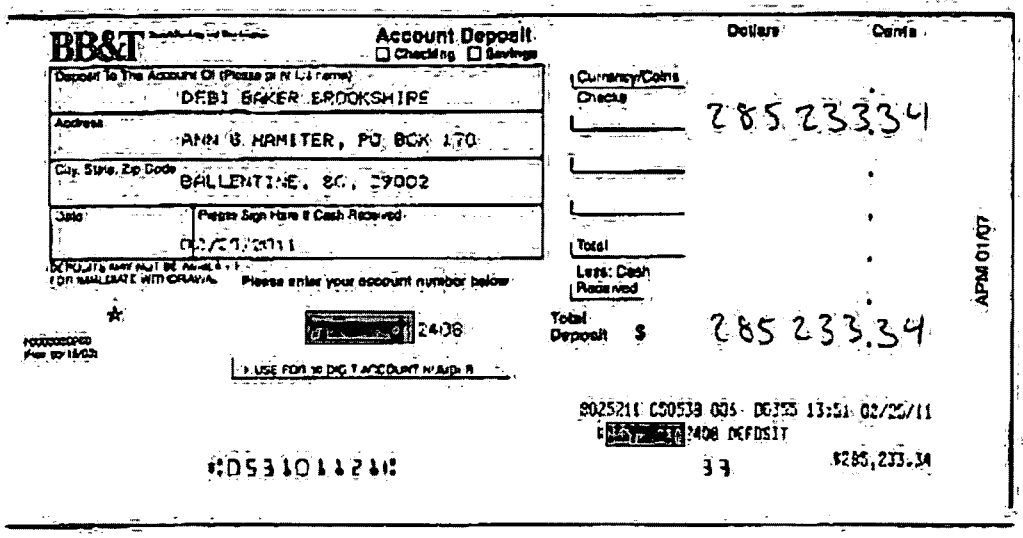
****02/22/2011 * Two Hundred Eighty-five Thousand Two Hundred Thirty-three Dollars And Thirty-four Cents

CLOSE ACCT ATTY KATHLEEN MCDANIELS REQ

AUTHORIZED SIGNATURE

⑈70011319⑈ ⑆053202130⑆ [redacted]0083⑈

Glete-CRB 1271



BB&T

Account Deposit
☐ Checking ☐ Savings

Dollars | Cents

Deposit To The Account Of (Please print full name)
DEBI BAKER BROOKSHIRE

Address
ANN S. HAMITER, PO BOX 170

City, State, Zip Code
BALLENTINE, SC, 29002

Date
02/25/2011

Please Sign Here If Cash Received

Currency/Coins
Checks
285 233 34
Total
Less: Cash Received
Total Deposit $ 285 233.34

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Please enter your account number below

[redacted] 2408

USE FOR 10 DIGIT ACCOUNT NUMBER

APM 01/07

9025211 C50538 005 DEPOS 13:51 02/25/11
[redacted] 2408 DEPOSIT
$285,233.34

:053101126:

33

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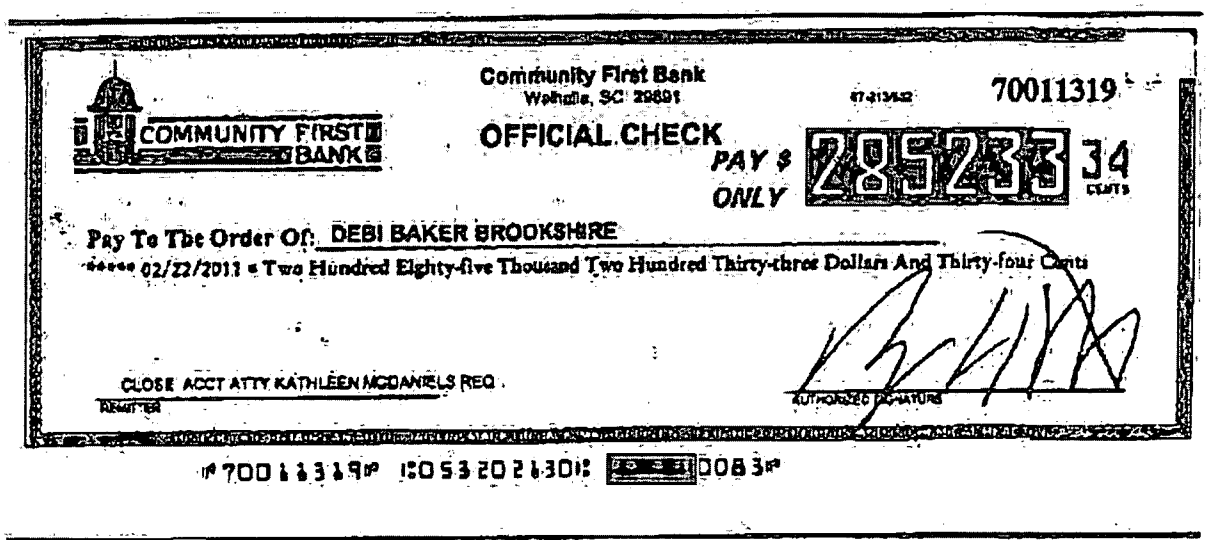
BB&T001581

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



COMMUNITY FIRST BANK

Community First Bank
Walhalla, SC 29691

70011319

OFFICIAL CHECK

PAY $ 285233 34 CENTS
ONLY

Pay To The Order Of: DEBI BAKER BROOKSHIRE

***** 02/22/2013 * Two Hundred Eighty-five Thousand Two Hundred Thirty-three Dollars And Thirty-four Cents

CLOSE ACCT ATTY KATHLEEN MCDANIELS REQ

REMITTER

AUTHORIZED SIGNATURE

⑈70011319⑈ ⑆053202130⑆ 0083⑈

1238868828

BB&T001582

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EXHIBIT 39

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1 15 Pine Brookshire 29909

BEAUFORT COUNTY SC - ROD
BK 03260 PG 0417
FILE NUM 2011024373
05/17/2011 03:13:56 PM
REC'D BY B KING RCPT# 647628
RECORDING FEES 15.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

REVOCATION OF POWER OF ATTORNEY

I, Debi Baker-Brookshire, being of sound mind and currently residing at 573 Colonial Drive, Hilton Head Island, South Carolina 29926, do hereby revoke, rescind, cancel, and terminate any and all Powers of Attorney executed or granted by me prior to the date hereof, and any and all such Powers of Attorney shall be of no further force and effect, including but not limited to the General Power of Attorney dated May 25, 2007, in which I named Benjamin Lee Hiott as my Attorney-in-Fact.

Signed under seal this 6 day of April, 2011.

Debi Baker-Brookshire
SC [redacted]

Witness' Signature

Witness' Printed Full Legal Name
D.K. BROOKSHIRE

Witness' Printed Full Legal Name
Bertha Green

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Subscribed, sworn to and acknowledged before me by Debi Baker-Brookshire, and subscribed and sworn to before me by D.K. Brookshire and Bertha Green witnesses, this 6 day of April, 2011.

Notary Public for South Carolina
My Commission Expires: April 26, 2012

EXHIBIT 2

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EXHIBIT 40

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

Debi Baker Brookshire,

Plaintiff,

v.

Community First Bank, Inc. and Benjamin Lee Hiott,

Defendants.

Civil Action No. 2014-CP-37-526

DEFENDANT COMMUNITY FIRST BANK, INC.'S FIRST REQUESTS FOR ADMISSION TO PLAINTIFF

TO: W. BARNEY GIESE, ESQ., ATTORNEY FOR PLAINTIFF:

Pursuant to Rule 36, SCRCP, Community First Bank, Inc. ("Community First Bank") requests Debi Baker Brookshire, ("Plaintiff") answer in writing the following requests for admission:

1. Admit that the disbursements listed on the 11-page table attached hereto as Exhibit A were received by Plaintiff or were disbursements made for the benefit of Plaintiff.

HAYNSWORTH SINKLER BOYD, P.A.

By: _____

Robert Y. Knowlton, SC Bar No. 3589
Elizabeth H. Black, SC Bar No. 76067
1201 Main Street – 22nd Floor
PO Box 11889 (29211-1889)
Columbia, SC 29201
(803) 779.3080 Tel
(803) 765.1243 Fax
bknowlton@hsblawfirm.com
eblack@hsblawfirm.com
Attorneys for Defendant Community First Bank, Inc.

October 23, 2015
Columbia, South Carolina

DM: 4255339 v.1

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EXHIBIT A

DATE	TRANSACTION TYPE	AMOUNT	TYPE OF DISBURSEMENT	DISBURSED TO	PURPOSE
11/6/2008	ICW	$ 46.99	ICW	ADT	[redacted]5684 Brookshire
4/21/2010	MD	$ 500.00	OC	Ann Gel Hamiter	Debi Brookshire
8/31/2009	ICW	$ 1,600.00	OC	B B and Builders	Lot 36 Palmetto Park - Brookshire
9/15/2008	ICW	$ 3,200.00	OC	BB & B Builders	Lot 36 Palmetto Park-Brookshire
11/6/2008	ICW	$ 3,200.00	OC	BB & B Builders	37 Palmetto Parkway Rent Nov/Dec
5/13/2009	ICW	$ 130.00	OC	BB & T	Box Rent [redacted]0187 Brookshire
5/13/2009	ICW	$ 286.01	OC	BB & T	Brookshire [redacted]7001
10/10/2007	MD	$ 4,587.29	OC	BB&T	July/Sept 2007 Payments on Bridgepoint
11/14/2007	ICW	$ 11,235.51	OC	BB&T	Acct: [redacted]7001 (Constant Credit Pymt)
11/14/2007	Check	$ 1,147.61		BB&T	Loan Payment on Bridgepoint (Loan [redacted]6980 Debi Brookshire)
12/12/2007	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint (Loan [redacted]6980)
2/26/2008	ICW	$ 37.22	ICW	BB&T	LL PAYT (Hand scribed) [redacted]5054 Brookshire Debi
2/26/2008	ICW	$ 1,156.01	ICW	BB&T	Loan Payment ACCT [redacted]9004 Brookshire Debi
4/29/2008	ICW	$ 1,146.98	ICW	BB&T	Loan Payment
5/23/2008	ICW	$ 235.35	OC	BB&T	BB&T Financial
6/4/2008	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint Loan [redacted]9004 Brookshire
6/25/2008	ICW	$ 945.42	ICW	BB&T	BB&T Financial FSB
6/25/2008	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint Loan [redacted]9004 Brookshire
7/3/2008	FT	$ 10,000.00	FT	BB&T	Transfer To Acct: [redacted]5290-Debi Brookshire
7/16/2008	FT	$ 10,000.00	FT	BB&T	Transfer To Acct: [redacted]5290-Debi Brookshire
7/25/2008	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint Loan [redacted]9004 Brookshire
8/25/2008	FT	$ 15,000.00	FT	BB&T	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/26/2008	FT	$ 15,000.00	FT	BB&T	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/8/2008	ICW	$ 8,052.25	FT	BB&T	Acct: [redacted]5054-Brookshire
9/22/2008	ICW	$ 1,532.10	ICW	BB&T	Acct: [redacted]5054-Brookshire
9/22/2008	ICW	$ 5,426.23	ICW	BB&T	Acct: [redacted]5054-Brookshire
11/5/2008	ICW	$ 3,000.00	OC	BB&T	Brookshire [redacted]7001
7/13/2010	MD	$ 250.00	OC	BB&T	Brookshire [redacted]7001
4/2/2008	ICW	$ 1,146.98	ICW	BB&T	Loan [redacted]9004
7/27/2009	ICW	$ 850.00	OC	BB&T Item	$850 - (Brookshire [redacted]7001)

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				Processing Center	
2/7/2008	MD	$ 1,345.00	MD	Bridgepoint	Regime Fees Bridgepoint
7/25/2008	ICW	$ 4,100.00	OC	Coldwell Banker	Deposit & Rent For Brookshire
10/10/2007	MD	$ 349.39	OC	Commonwealth of Va	Va Department of Tax
9/23/2008	ICW	$ 10,000.00	OC	Dan Brookshire	Payment for sale of Bridgepoint Condo
11/3/2008	MD	$ 27,708.15	MD	Dan Brookshire	Proceeds from sale of Bridgepoint
3/30/2009	MD	$ 2,500.00	OC	Dan Brookshire	
6/25/2009	ICW	$ 2,000.00	OC	Dan Brookshire	Payment from Debi
9/9/2009	ICW	$ 4,000.00	OC	Dan Brookshire	Final Payment on RV from Debi Brookshire
6/5/2009	ICW	$ 5,000.00	OC	Daniel K Brookshire	Debi Brookshire Payment on Motor Home Rel
8/14/2007	FT	$ 20,000.00	WFT	Debi Brookshire	To: BB&T [redacted]5290
8/14/2007	FT	$ 25,000.00	WFT	Debi Brookshire	To: BB&T [redacted]7701 (Preferred Line of Credit)
10/18/2007	FT	$ 15,000.00	WFT	Debi Brookshire	To: BB&T [redacted]5290 *handwritten*wire transfer fee Income acct corrected to 1024001 on 10/19/2007 Block:0078*
11/14/2007	ICW	$ 15,000.00	OC	Debi Brookshire	Acct: [redacted]5290 (Deposit in Ck Acct)
1/14/2008	ICW	$ 20,000.00	OC	Debi Brookshire	Debi Brookshire
3/31/2008	ICW	$ 20,000.00	ICW	Debi Brookshire	In to account: [redacted]5290 - Fed Confirmation (Hand Scribed Note)
5/12/2008	FT	$ 10,000.00	WFT	Debi Brookshire	Transfer To Acct: [redacted]5290-Debi Brookshire
6/16/2008	ICW	$ 10,000.00	FT	Debi Brookshire	Transfer To Acct: [redacted]5290-Debi Brookshire
7/28/2008	FT	$ 10,000.00	FT	Debi Brookshire	FedPayments Manager Funds In Account: [redacted]5290
8/1/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/22/2008	FT	$ 15,000.00	FT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/8/2008	FT	$ 10,000.00	FT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/16/2008	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/30/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
10/10/2008	ICW	$ 20,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
10/28/2008	ICW	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
11/21/2008	ICW	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
12/18/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
1/15/2009	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950

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1/16/2009	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
1/16/2009	ICW	$ 2,221.11	ICW	Debi Brookshire	BB&B Builders - $1600/ BB&T - $300/ SCEG- $274.12/ ADT - $46.99
1/26/2009	ICW	$ 552.97	ICW	Debi Brookshire	ADT - $116.71/BB&T - $400/City of Cola - $36.26
1/29/2009	FT	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
2/9/2009	ICW	$ 2,383.07	ICW	Debi Brookshire	BB & B Builders - $1600/SCE&G - 286.08/Little People Daycare Center $450/ADT - $46.99
2/11/2009	FT	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
2/19/2009	ICW	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
2/25/2009	ICW	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
3/16/2009	ICW	$ 4,925.91	OC	Debi Brookshire	$400-Little Peoples Day Care Center #1/$1968.10-Lexus Financial Services/$600-BB&T-Brookshire-[redacted]5437/$274.56-SCE&G/$36.26-City of Columbia/$46.99-ADT/$1600-BB & B Builders=$4925.91
3/30/2009	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/6/2009	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/8/2009	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/15/2009	ICW	$ 5,000.00	ICW	Debi Brookshire	Split between 2 Debi accounts
4/24/2009	FT	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/28/2009	ICW	$ 5,847.00	OC	Debi Brookshire	$2513-US Treasury/$7-NC Dept of Rev/$2909-NJ Div of Taxation/$418-Ga Dept of Revenue
4/28/2009	ICW	$ 133.92	ICW	Debi Brookshire	$46.99-ADT/$55.26-Time Warner/$37.67-City of Columbia=$133.92
5/1/2009	ICW	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
5/7/2009	FT	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
5/15/2009	ICW	$ 4,579.00	OC	Debi Brookshire	$3000.00-Attorney's fees/ $1579.00-GMAC Insurance (policy [redacted]3A01)
5/15/2009	ICW	$ 537.14	OC	Debi Brookshire	$46.99-ADT/$300-Little Peoples Day Care/ $190.15-SCE&G
5/26/2009	ICW	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/3/2009	FT	$ 3,500.00	FT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/5/2009	ICW	$ 1,961.50	OC	Debi Brookshire	$200-BB&T (constant credit [redacted]7509)/$1600-Security Federal (Lot 36 Palmetto Park - Brookshire)/$110.52-TWC [redacted]2502)/$50.98-City of Columbia [redacted]

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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

					[redacted]1624-6 Brookshire)
6/9/2009	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/11/2009	ICW	$ 967.50	OC	Debi Brookshire	$46.99-ADT (Cust # [redacted]5684 Brookshire)/$251.09-SCE&G (acct [redacted]1507 Brookshire)/$169.42-American Express (Acct [redacted] [redacted]1009 Brookshire)/$500-BB&T (Acct [redacted]7001)
6/17/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/24/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/30/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
7/3/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
7/8/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
7/15/2009	ICW	$ 1,057.30	OC	Debi Brookshire	$58.34-City of Columbia (Brookshire [redacted] [redacted]524-6)/$342.98-SCE&G (Brookshire [redacted] 4507)/$655.98-Lexus([redacted]9945 Brookshire)
7/16/2009	ATT Payment	$ 121.80	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
7/17/2009	ICW	$ 4,000.00	OC	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
7/20/2009	ICW	$ 5,600.00	OC	Debi Brookshire	$4000 -Dan Brookshire(Payment for Release for RV)/ $1600-Security Federal (Lot 36 Palmetto Park Brookshire)
7/23/2009	ICW	$ 275.88	OC	Debi Brookshire	$55.28-TWC (Brookshire Acct [redacted] [redacted]2502)/$35.57-ADT (Brookshire [redacted] [redacted]0937)/$181.03-AT&T (Brookshire [redacted] [redacted]1899)
7/23/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
7/30/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/3/2009	ICW	$ 792.63	OC	Debi Brookshire	$136.61-City of Columbia [redacted]1624-6 Brookshire/$656.02-Lexus Financial Services (Brookshire [redacted]9945)
8/5/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/10/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/17/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/18/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/25/2009	ICW	$ 1,200.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/31/2009	ICW	$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/1/2009	ICW	$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950

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9/4/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/8/2009	ICW	$ 857.02	OC	Debi Brookshire	$43.62-City of Columbia ([redacted]1624-6 Brookshire)/$157.38 AT&T ([redacted]8899 Brookshire)/$656.02-Lexus Financial Services (acct [redacted]9945 Brookshire)
9/9/2009	ICW	$ 2,735.64	OC	Debi Brookshire	$312.65-SCE&G(Brookshire Acct [redacted]4507)/$300-BB&T (Acct [redacted]7001)/$2122.99-BB&T (Constant Credit [redacted]7509)
9/9/2009	ICW	$ 3,623.93	OC	Debi Brookshire	$70-Clarks Termite and Pest Control (Brookshire)/$361.67-SCE&G ACCT [redacted]4507)/$93.98-ADT [redacted]5684)/$2273.28-Smith Dray Line & Storage (Brookshire Acct [redacted]2999)/$825-The Hobbs Group (Brookshire Client 1171)
9/9/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/16/2009	ICW	$ 2,654.00	OC	Debi Brookshire	$1127-Sylvan (10616 Invoice 18184)/$1527-The Adams Agency (Policy [redacted]438 Brookshire)
9/22/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
9/23/2009	ICW	$ 109.92	OC	Debi Brookshire	$43.62-City of Columbia (Acct [redacted]624-6)/$66.30-TWC (Acct [redacted]2502)
10/2/2009	ICW	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2197 From: [redacted]1950
10/5/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/9/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/14/2009	MD	$ 1,145.83	OC	Debi Brookshire	$172.93-AT&T ([redacted]1899 Brookshire)/$317.85-SCE&G ([redacted]4507 Brookshire)/$93.98-ADT [redacted]5684)/$21-Lexington Radiology Associates ([redacted]3340 Brookshire)/$35-Womens health and Diagnostic Center ([redacted]7584 Brookshire)/$205.07-Lexington Medical Center ([redacted]3340)/$300-BB&T (Acct [redacted]7001 Brookshire)
10/15/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/22/2009	ICW	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/26/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
11/2/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
11/3/2009	MD	$ 3,291.22	OC	Debi Brookshire	$784-Sylvan ([redacted]16 Brookshire)/$261.43-BB&T

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					([redacted]7001)/$177.75-AT&T ([redacted] 1899)/$656.02-Lexus ([redacted] 9945)/$208.88-SCE&G ([redacted] 4507)/$66.30-TWC ([redacted] [redacted] 2502)/$1136.64-Smith Dray Line & Storage([redacted] 2999 Brookshire)
11/6/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/9/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/16/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/18/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/23/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/27/2009	FT	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/3/2009	FT	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/14/2009	MD	$ 7,397.28	OC	Debi Brookshire	$656.02-Lexus (Acct [redacted] 9945)/$260-BB&T (Acct [redacted] 7001)/$209.13-SCE&G (Acct [redacted] 4507)/$207.88-TWC ([redacted] 2502)/$882-Sylvan(Acct [redacted] 518)/$182.25-AT&T ([redacted] 1899)/$1000-Positive Young People (Debi Baker Brookshire Pledge Contribution)/$4000-Hance Oliver(Rent Debi Brookshire)
12/14/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/17/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/23/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/30/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/4/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/8/2010	ICW	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/14/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/20/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/22/2010	MD	$ 3,462.20	OC	Debi Brookshire	$1600-Security Federal (Lot 36 Palmetto Park Brookshire)/$300-BB&T Item Processing (Acct [redacted] 7001)/$330.47-SCE&G (Acct [redacted] 4507)/$170.80-AT&T ([redacted] 1899)/$131.94-City of Columbia (Acct [redacted] 1624-6)/$46.99-ADT ([redacted] 5684)/$882-Sylvan (Acct 516 [redacted])
1/26/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
1/27/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950

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1/29/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/1/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/5/2010	MD	$ 3,407.26	OC	Debi Brookshire	$158.78-AT&T ([redacted] 1899 Brookshire)/$109.86-City of Columbia ([redacted] 1624-6)/$300-BB&T (Acct [redacted] 7001)/$386.62-SCE&G ([redacted]1507 Brookshire)/$782-Sylvan ([redacted])/$1600-Security Federal (Lot 36 Palmetto Parkway Brookshire)/$70-Clark's Termite and Pest Control ([redacted]7600 Brookshire)
2/5/2010	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/9/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/12/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/18/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/19/2010	MD	$ 1,065.00	OC	Debi Brookshire	$573-The Adams Agency (Jordan [redacted] life ins policy)/$492-The Adams Agency (Laura [redacted] ins policy)
2/23/2010	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
2/26/2010	ICW	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
3/3/2010	MD	$ 3,635.00	OC	Debi Brookshire	$2035-Logan Voxx (car)/$1600-Security Federal - B B and B Builders (Rent Lot 26 Palmetto Wood Parkway
3/3/2010	MD	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
3/5/2010	MD	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
3/12/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
3/16/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
3/23/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
3/25/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
3/30/2010	ICW	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/5/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
4/14/2010	MD	$ 2,974.49	OC	Debi Brookshire	$1136.64-Smith Dray Line and Storage (Brookshire 1999)/$884-Sylvan (Brookshire-Jordan [redacted]/$300-BB&T Item Processing Center (Acct 7001)/$266.86-SCEG (Brookshire 1507)/$136.56-TWC ([redacted] 2502)/$250.43-ADT (Brookshire)
4/16/2010	MD	$ 1,032.00	OC	Debi Brookshire	$611-State of Georgia ([redacted])/$421-State of New

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					Jersey ([redacted] Debra Brookshire)
4/16/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
4/22/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
4/27/2010	FT	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
4/30/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
5/5/2010	FT	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
5/10/2010	FT	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
5/11/2010	FT	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
5/14/2010	MD	$ 2,980.63	OC	Debi Brookshire	$884-Sylvan (Jordan [redacted] Acct [redacted]/$2096.63-Smith Dray Line (Brookshire Acct [redacted]2999)
5/14/2010	FT	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950 (change the BBT number to subtract the middle zero?)
5/17/2010	MD	$ 2,000.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted]5016) into account number [redacted]0356
5/24/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
5/27/2010	FT	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
5/28/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
6/3/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
6/7/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
6/11/2010	FT	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
6/14/2010	MD	$ 2,500.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted]5016) into account number [redacted]0356
6/16/2010	FT	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
6/24/2010	MD	$ 2,729.74	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted]5016) into account number [redacted]0356
6/24/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
6/25/2010	FT	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
7/1/2010	Transfer Funds	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
7/6/2010	Check # 70001838	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
7/13/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
7/16/2010	Transfer Funds	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
7/22/2010	FT	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: 1950
7/26/2010	MD	$ 4,207.49	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire (5016) into account number 1356
7/27/2010	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950

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7/30/2010	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: 1950
8/3/2010	FT	$ 10,119.17	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
8/11/2010	MD	$ 202,298.00	WFT	Debi Brookshire	Debi Brookshire-To: 2408 From: 1950
2/23/2011	MD	$ 285,233.34	OC	Debi Brookshire	Close Acct Atty Kathleen McDaniels Req
10/15/2007	MD	$ 2,339.00	MD	Ga Dept of Revenue	Georgia State Tax (Hand scribed)
11/19/2007	MD	$ 748.48	MD	Ga Dept of Revenue	Georgia State Tax (Hand scribed)
10/8/2008	ICW	$ 380.00	ICW	Ga Dept of Revenue	Hand Scribed Note: Ga Tax
10/15/2007	MD	$ 1,038.50	MD	Gilbert Jean	Gilbert Jean and Associates
2/7/2008	MD	$ 5,000.00	OC	Gilbert Jean	Gilbert Jean and Associates
6/23/2008	ICW	$ 3,000.00	OC	Gilbert Jean	Vacation
1/27/2009	ICW	$ 3,000.00	OC	Gilbert Jean & Associates	
12/23/2009	Check Number: 1002	$ 1,728.64	OC	GMAC Insurance	8A01
4/15/2010	Check Number: 3001	$ 512.47	OC	GMAC Insurance	[redacted] 3A01
5/27/2010	Check Number: 1010	$ 394.26	OC	GMAC Insurance	[redacted] 3A01
6/4/2010	MD	$ 12,000.00	OC	Hance Oliver	Rent - Brookshire
5/19/2009	ICW	$ 500.00	WFT	I Design LLC	Debi Brookshire-To: [redacted] 4167 From: [redacted] 1950
9/19/2007	MD	$ 50,000.00	WFT	IRS	Estimated Tax (Handwritten "Federal Tax Estimate")
12/18/2007	MD	$ 40,000.00	MD	IRS	US Treasury
4/16/2008	ICW	$ 336,329.00	ICW	IRS	Federal Tax Balance (Hand Scribed Note) [redacted]
6/16/2008	ICW	$ 35,000.00	OC	IRS	US Treasury
10/4/2007	FT	$ 36,626.00	WFT	Jim Hudson	Jim Hudson Luxury Cars
1/12/2010	ICW	$ 20,000.00	WFT	Jim Hudson Lexus	Car Purchase
1/12/2010	ICW	$ 31,261.76	WFT	Jim Hudson Lexus	Car Purchase
12/30/2009	MD	$ 2,000.00	OC	Logan Voxx	Memo: Debi Brookshire
1/6/2010	MD	$ 1,200.00	OC	Logan Voxx	2 weeks pay Debi Brookshire
3/23/2010	MD	$ 2,013.51	OC	Logan Voxx	Brookshire

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10/15/2007	MD	$ 504.00	MD	NC Dept of Revenue	NC Tax (Hand scribed)
10/8/2008	ICW	$ 302.00	ICW	NC Dept of Revenue	Hand Scribed Note: NC Tax
10/15/2007	MD	$ 237.00	MD	NJ Tax Payment	NJ Tax Payment (Hand scribed)
10/8/2008	ICW	$ 374.00	ICW	NJ Tax Payment	Hand Scribed Note: NJ Tax
9/29/2008	MD	$ 445.00	OC	Richland County	Payment for traffic tickets
10/14/2008	ICW	$ 4,632.76	ICW	Richland County	Hand Scribed Note: Tax Motorhome
10/24/2008	ICW	$ 842.61	ICW	Richland County	Richland County Treasurer-Car Tax
4/28/2009	ICW	$ 4,082.73	OC	Richland County	Richland County Treasurer
8/22/2008	ICW	$ 5,000.00	OC	Robert L Jackson	Robert L Jackson Attorney
9/19/2007	MD	$ 10,000.00	WFT	SC Dept Revenue	Estimated Tax (Handwritten "State Tax Estimate")
12/17/2007	ICW	$ 173.02	ICW	SC Dept Revenue	Tax Payment (Hand scribed)
4/16/2008	ICW	$ 57,000.00	OC	SC Dept Revenue	State Tax Balance
6/10/2008	FT	$ 10,000.00	OC	SC Dept Revenue	Estimated Tax
11/5/2008	ICW	$ 167.98	ICW	SCE&G	Account no: [redacted]1507
10/2/2009	ICW	$ 3,200.00	OC	Security Federal for BB and B Builders	Lot 36 Palmetto Parkway
10/8/2008	ICW	$ 1,377.98	ICW	Smith Dray Line	Hand Scribed Note: Movers
1/16/2009	ICW	$ 449.76	ICW	Smith Dray Line	Balance Owed Movers
6/22/2010	MD	$ 1,136.64	OC	Smith Dray Line and Storage Co. Inc	[redacted]2999
10/10/2007	MD	$ 4,460.22	MD	State of SC	ID [redacted] Debi Brookshire
9/4/2009	ICW	$ 442.00	OC	Sylvan	Jordan [redacted]
1/16/2008	MD	$ 850.00	MD	The Hobb's Group	Debi's prior accountants
1/16/2008	MD	$ 1,525.00	MD	The Hobb's Group	Debi's prior accountants
10/8/2008	ICW	$ 450.00	ICW	The Hobb's	Hand Scribed Note: Hobb's Group Tax Paid

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				Group	
7/11/2008	ICW	$ 124.95	ICW	U-Haul	U-Haul Storage Building
7/22/2008	ICW	$ 134.95	ICW	U-Haul	U-Haul Storage Building
10/15/2007	MD	$ 1.00	MD	Virginia State Tax	Virginia State Tax (Hand scribed)

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STATE OF SOUTH CAROLINA) COUNTY OF OCONEE)	IN THE COURT OF COMMON PLEAS
Debi Baker Brookshire, Plaintiff, v. Community First Bank, Inc. and Benjamin Lee Hiott, Defendants.	Civil Action No. 2014-CP-37-0526 **CERTIFICATE OF SERVICE**

I, the undersigned employee of Haynsworth Sinkler Boyd, P.A., do hereby certify that I have this 23rd day of October 2015, caused the foregoing document(s) to be served via U.S. Mail, postage-prepaid, *and/or by some other means*, on counsel of record at the address(es) shown below:

Documents to be Served:

1. Community First Bank, Inc.'s Second Set of Interrogatories to Plaintiff;
2. Community First Bank, Inc.'s Third Requests for Production of Documents to Plaintiff; and
3. Defendant Community First Bank, Inc.'s First Requests for Admission to Plaintiff.

W. Barney Giese, Esq.
The Giese Law Firm
1315 Blanding Street
Columbia, SC 29201

M. David Scott, Esq.
Jordan, Rauton & Scott, LLC
PO Box 948
Lexington, SC 29071
Attorney for Plaintiff

Daryl G. Hawkins, Esq.
Law Office of Daryl G. Hawkins, LLC
PO Box 11906
Columbia, SC 29211-1906
Attorneys for Def. Benjamin Lee Hiott

Louisa H. Gantt

Louisa H. Gantt

DM: 3915981 v.14

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STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	Case No.: 2014-CP-37-526
Debi Baker Brookshire,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**PLAINTIFF'S RESPONSES TO DEFENDANT COMMUNITY FIRST BANK, INC.'S REQUESTS FOR ADMISSION SERVED BY U.S. MAIL ON OCTOBER 23, 2015**
	)	
Community First Bank, Inc. and Benjamin Lee Hiott,	)	
	)	
	)	
Defendants.	)	
	)	

TO: ROBERT Y. KNOWLTON AND ELIZABETH H. BLACK, ATTORNEYS FOR THE DEFENDANT:

The Plaintiffs herein respond to the Defendants' First Request to Admit. In setting forth responses thereto, Plaintiffs do not waive the attorney-client, work product, or any other privilege or immunity from disclosure which may attach to information called for herein or responsive to the requests. Plaintiff does not concede the relevance or materiality of the matters to which the Requests to Admit refer. These responses are submitted by Plaintiffs subject to and without in any way waiving or intending to waive, but on the contrary intending to reserve and reserving:

A. All questions as to competency, relevancy, materiality, privilege, and admissibility as evidence for any purpose of any of the answers given, or the subject matter thereof in any subsequent proceeding in, or the trial of this action or any other action or proceeding;

B. The right to object to other discovery procedures involving or relating to the subject matters of the Interrogatories herein responded to; and,

C. The right at any time to amend, revise, correct, add to or clarify any of the responses set forth herein.

Without waiving these objections, Plaintiffs respond to Defendants' First Request to Admit as follows:

REQUESTS FOR ADMISSION

1. Admit that the disbursements listed on the 11-page table attached hereto as Exhibit A were received by Plaintiff or were disbursements made for the benefit of Plaintiff.

RESPONSE: Denied.

Respectfully submitted,

M. David Scott by KLH

M. David Scott
JORDAN, RAUTON & SCOTT, LLC
Post Office Box 948
Lexington, South Carolina 29071
dscott@jrslawsc.com
Phone: 803-785-7878
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ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
November 23, 2015

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STATE OF SOUTH CAROLINA)	COURT OF COMMON PLEAS
)	
COUNTY OF OCONEE)	Case No.: 2014-CP-37-526
Debi Baker Brookshire,)	
)	
Plaintiff,)	
)	
v.)	**CERTIFICATE OF SERVICE**
)	
Community First Bank, Inc. and)	
Benjamin Lee Hiott)	
)	
)	
Defendants.)	

I, Kelly Giese, of The Giese Law Firm, LLC with offices located at 1315 Blanding Street, Columbia, South Carolina, 29201, certify that on November 23, 2015, served by having the following document served by U.S. MAIL to the below mentioned persons:

Documents: Plaintiff's Responses to Defendant Community First Bank, Inc.'s Requests for Admission Served by U.S. Mail on October 23, 2015

Served:

Elizabeth H. Black, Esquire
Haynsworth Sinkler Boyd, PA
1201 Main Street, 22nd Floor
Columbia, SC 29201

Daryl G. Hawkins, Esquire
Law Office of Daryl G. Hawkins, LLC
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Kelly Giese

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STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

Debi Baker Brookshire,

Plaintiff,

v.

Community First Bank, Inc. and Benjamin Lee Hiott,

Defendants.

Civil Action No. 2014-CP-37-526

COMMUNITY FIRST BANK, INC.'S SECOND SET OF INTERROGATORIES TO PLAINTIFF

TO: W. BARNEY GIESE, ESQ., ATTORNEY FOR PLAINTIFF:

Pursuant to Rule 33, SCRCP, Community First Bank, Inc. ("Defendant") requests Debi Baker Brookshire ("Plaintiff") answer in writing the following interrogatories:

DEFINITIONS AND INSTRUCTIONS

1. The following definitions apply to all interrogatories:

a. You and your. The terms "you" and "your" shall mean Plaintiff Debi Baker Brookshire.

2. The following instructions apply to all interrogatories:

a. And/Or. The connectives "and" and "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of the request all responses that might otherwise be construed to be outside of its scope.

b. Number. The use of the singular form of any word includes the plural and vice versa.

c. Supplementation. These interrogatories are continuing in nature and you are obligated to supply Defendant with new information concerning the issues raised by these interrogatories whenever such information becomes known to you.

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INTERROGATORIES

1. If you have denied any of Community First Bank's First Requests for Admission, in whole or in part, state the reason(s) for such denial and identify all documents that support or relate to this answer.

2. If you have denied any of Community First Bank's First Requests for Admission, in whole or in part, state which disbursements identified on the 11-page table labeled Exhibit A and attached hereto were either not received by Plaintiff or were not disbursements made for the benefit of Plaintiff. Identify any document that supports or relates to this answer.

HAYNSWORTH SINKLER BOYD, P.A.

By: _____

Robert V. Knowlton, SC Bar No. 3589
Elizabeth H. Black, SC Bar No. 76067
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Attorneys for Defendant Community First Bank, Inc.

October 23, 2015
Columbia, South Carolina

DM: 4255378 v.1

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EXHIBIT A

DATE	TRANSACTION TYPE	AMOUNT	TYPE OF DISBURSEMENT	DISBURSED TO	PURPOSE
11/6/2008	ICW	$ 46.99	ICW	ADT	[redacted]5684 Brookshire
4/21/2010	MD	$ 500.00	OC	Ann Gel Hamiter	Debi Brookshire
8/31/2009	ICW	$ 1,600.00	OC	B B and Builders	Lot 36 Palmetto Park - Brookshire
9/15/2008	ICW	$ 3,200.00	OC	BB & B Builders	Lot 36 Palmetto Park-Brookshire
11/6/2008	ICW	$ 3,200.00	OC	BB & B Builders	37 Palmetto Parkway Rent Nov/Dec
5/13/2009	ICW	$ 130.00	OC	BB & T	Box Rent [redacted]0187 Brookshire
5/13/2009	ICW	$ 286.01	OC	BB & T	Brookshire [redacted]7001
10/10/2007	MD	$ 4,587.29	OC	BB&T	July/Sept 2007 Payments on Bridgepoint
11/14/2007	ICW	$ 11,235.51	OC	BB&T	Acct: [redacted]7001 (Constant Credit Pymt)
11/14/2007	Check	$ 1,147.61		BB&T	Loan Payment on Bridgepoint (Loan [redacted]6980 Debi Brookshire)
12/12/2007	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint (Loan [redacted]6980)
2/26/2008	ICW	$ 37.22	ICW	BB&T	LL PAYT (Hand scribed) [redacted]5054 Brookshire Debi
2/26/2008	ICW	$ 1,156.01	ICW	BB&T	Loan Payment ACCT [redacted]9004 Brookshire Debi
4/29/2008	ICW	$ 1,146.98	ICW	BB&T	Loan Payment
5/23/2008	ICW	$ 235.35	OC	BB&T	BB&T Financial
6/4/2008	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint Loan [redacted]9004 Brookshire
6/25/2008	ICW	$ 945.42	ICW	BB&T	BB&T Financial FSB
6/25/2008	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint Loan [redacted]9004 Brookshire
7/3/2008	FT	$ 10,000.00	FT	BB&T	Transfer To Acct: [redacted]5290-Debi Brookshire
7/16/2008	FT	$ 10,000.00	FT	BB&T	Transfer To Acct: [redacted]5290-Debi Brookshire
7/25/2008	ICW	$ 1,146.98	ICW	BB&T	Bridgepoint Loan [redacted]9004 Brookshire
8/25/2008	FT	$ 15,000.00	FT	BB&T	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/26/2008	FT	$ 15,000.00	FT	BB&T	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/8/2008	ICW	$ 8,052.25	FT	BB&T	Acct: [redacted]5054-Brookshire
9/22/2008	ICW	$ 1,532.10	ICW	BB&T	Acct: [redacted]5054-Brookshire
9/22/2008	ICW	$ 5,426.23	ICW	BB&T	Acct: [redacted]5054-Brookshire
11/5/2008	ICW	$ 3,000.00	OC	BB&T	Brookshire [redacted]7001
7/13/2010	MD	$ 250.00	OC	BB&T	Brookshire [redacted]7001
4/2/2008	ICW	$ 1,146.98	ICW	BB&T	Loan [redacted]9004
7/27/2009	ICW	$ 850.00	OC	BB&T Item	$850 - (Brookshire [redacted]7001)

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				Processing Center	
2/7/2008	MD	$ 1,345.00	MD	Bridgepoint	Regime Fees Bridgepoint
7/25/2008	ICW	$ 4,100.00	OC	Coldwell Banker	Deposit & Rent For Brookshire
10/10/2007	MD	$ 349.39	OC	Commonwealth of Va	Va Department of Tax
9/23/2008	ICW	$ 10,000.00	OC	Dan Brookshire	Payment for sale of Bridgepoint Condo
11/3/2008	MD	$ 27,708.15	MD	Dan Brookshire	Proceeds from sale of Bridgepoint
3/30/2009	MD	$ 2,500.00	OC	Dan Brookshire	
6/25/2009	ICW	$ 2,000.00	OC	Dan Brookshire	Payment from Debi
9/9/2009	ICW	$ 4,000.00	OC	Dan Brookshire	Final Payment on RV from Debi Brookshire
6/5/2009	ICW	$ 5,000.00	OC	Daniel K Brookshire	Debi Brookshire Payment on Motor Home Rel
8/14/2007	FT	$ 20,000.00	WFT	Debi Brookshire	To: BB&T [redacted]5290
8/14/2007	FT	$ 25,000.00	WFT	Debi Brookshire	To: BB&T [redacted]7701 (Preferred Line of Credit)
10/18/2007	FT	$ 15,000.00	WFT	Debi Brookshire	To: BB&T [redacted]5290 *handwritten *wire transfer fee income acct corrected to [redacted]4001 on 10/19/2007 Block:0078"
11/14/2007	ICW	$ 15,000.00	OC	Debi Brookshire	Acct: [redacted]5290 (Deposit in Ck Acct)
1/14/2008	ICW	$ 20,000.00	OC	Debi Brookshire	Debi Brookshire
3/31/2008	ICW	$ 20,000.00	ICW	Debi Brookshire	In to account: [redacted]5290 - Fed Confirmation (Hand Scribed Note)
5/12/2008	FT	$ 10,000.00	WFT	Debi Brookshire	Transfer To Acct: [redacted]5290-Debi Brookshire
6/16/2008	ICW	$ 10,000.00	FT	Debi Brookshire	Transfer To Acct: [redacted]5290-Debi Brookshire
7/28/2008	FT	$ 10,000.00	FT	Debi Brookshire	FedPayments Manager Funds In Account: [redacted]5290
8/1/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
8/22/2008	FT	$ 15,000.00	FT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/8/2008	FT	$ 10,000.00	FT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/16/2008	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/30/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
10/10/2008	ICW	$ 20,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
10/28/2008	ICW	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
11/21/2008	ICW	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
12/18/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
1/15/2009	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]290 From [redacted]1950

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1/16/2009	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
1/16/2009	ICW	$ 2,221.11	ICW	Debi Brookshire	BB&B Builders - $1600/ BB&T - $300/ SCEG- $274.12/ ADT - $46.99
1/26/2009	ICW	$ 552.97	ICW	Debi Brookshire	ADT - $116.71/BB&T - $400/City of Cola - $36.26
1/29/2009	FT	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
2/9/2009	ICW	$ 2,383.07	ICW	Debi Brookshire	BB & B Builders - $1600/SCE&G - 286.08/Little People Daycare Center $450/ADT - $46.99
2/11/2009	FT	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
2/19/2009	ICW	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
2/25/2009	ICW	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
3/16/2009	ICW	$ 4,925.91	OC	Debi Brookshire	$400-Little Peoples Day Care Center #1/$1968.10-Lexus Financial Services/$600-BB&T-Brookshire-[redacted]5437/$274.56-SCE&G/$36.26-City of Columbia/$46.99-ADT/$1600-BB & B Builders=$4925.91
3/30/2009	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/6/2009	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/8/2009	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/15/2009	ICW	$ 5,000.00	ICW	Debi Brookshire	Split between 2 Debi accounts
4/24/2009	FT	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
4/28/2009	ICW	$ 5,847.00	OC	Debi Brookshire	$2513-US Treasury/$7-NC Dept of Rev/$2909-NJ Div of Taxation/$418-Ga Dept of Revenue
4/28/2009	ICW	$ 133.92	ICW	Debi Brookshire	$46.99-ADT/$55.26-Time Warner/$37.67-City of Columbia=$133.92
5/1/2009	ICW	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
5/7/2009	FT	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
5/15/2009	ICW	$ 4,579.00	OC	Debi Brookshire	$3000.00-Attorney's fees/ $1579.00-GMAC Insurance (policy [redacted]8A01)
5/15/2009	ICW	$ 537.14	OC	Debi Brookshire	$46.99-ADT/$300-Little Peoples Day Care/ $190.15-SCE&G
5/26/2009	ICW	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/3/2009	FT	$ 3,500.00	FT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
6/5/2009	ICW	$ 1,961.50	OC	Debi Brookshire	$200-BB&T (constant credit [redacted]7509)/$1600-Security Federal (Lot 36 Palmetto Park - Brookshire)/$110.52-TWC ([redacted]2502)/$50.98-City of Columbia [redacted]

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					1624-6 Brookshire)
6/9/2009	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/11/2009	ICW	$ 967.50	OC	Debi Brookshire	$46.99-ADT (Cust # 5684 Brookshire)/$251.09-SCE&G (acct 4507 Brookshire)/$169.42-American Express (Acct 1009 Brookshire)/$500-BB&T (Acct 7001)
6/17/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/24/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
6/30/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/3/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/8/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/15/2009	ICW	$ 1,057.30	OC	Debi Brookshire	$58.34-City of Columbia (Brookshire 1624-6)/$342.98-SCE&G (Brookshire 4507)/$655.98-Lexus(3945 Brookshire)
7/16/2009	ATT Payment	$ 121.80	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/17/2009	ICW	$ 4,000.00	OC	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/20/2009	ICW	$ 5,600.00	OC	Debi Brookshire	$4000 -Dan Brookshire(Payment for Release for RV)/ $1600-Security Federal (Lot 36 Palmetto Park Brookshire)
7/23/2009	ICW	$ 275.88	OC	Debi Brookshire	$55.28-TWC (Brookshire Acct 2502)/$35.57-ADT (Brookshire 0937)/$181.03-AT&T (Brookshire 1899)
7/23/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
7/30/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/3/2009	ICW	$ 792.63	OC	Debi Brookshire	$136.61-City of Columbia 1624-6 Brookshire/$656.02-Lexus Financial Services (Brookshire 3945)
8/5/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/10/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/17/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/18/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/25/2009	ICW	$ 1,200.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
8/31/2009	ICW	$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950
9/1/2009	ICW	$ 1,000.00	WFT	Debi Brookshire	Debi Brookshire-To: 5290 From: 1950

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9/4/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/8/2009	ICW	$ 857.02	OC	Debi Brookshire	$43.62-City of Columbia ([redacted]1624-6 Brookshire)/$157.38 AT&T ([redacted]8899 Brookshire)/$656.02-Lexus Financial Services (acct [redacted]9945 Brookshire)
9/9/2009	ICW	$ 2,735.64	OC	Debi Brookshire	$312.65-SCE&G(Brookshire Acct [redacted]4507)/$300-BB&T (Acct [redacted]7001)/$2122.99-BB&T (Constant Credit [redacted]7509)
9/9/2009	ICW	$ 3,623.93	OC	Debi Brookshire	$70-Clarks Termite and Pest Control (Brookshire)/$361.67-SCE&G ACCT ([redacted]4507)/$93.98-ADT [redacted]5684)/$2273.28-Smith Dray Line & Storage (Brookshire Acct [redacted]2999)/$825-The Hobbs Group (Brookshire Client 1171)
9/9/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]5290 From: [redacted]1950
9/16/2009	ICW	$ 2,654.00	OC	Debi Brookshire	$1127-Sylvan ([redacted] Invoice 18184)/$1527-The Adams Agency (Policy [redacted]438 Brookshire)
9/22/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
9/23/2009	ICW	$ 109.92	OC	Debi Brookshire	$43.62-City of Columbia (Acct [redacted]1624-6)/$66.30-TWC (Acct [redacted]2502)
10/2/2009	ICW	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2197 From: [redacted]1950
10/5/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/9/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/14/2009	MD	$ 1,145.83	OC	Debi Brookshire	$172.93-AT&T [redacted]1899 Brookshire)/$317.85-SCE&G [redacted]1507 Brookshire)/$93.98-ADT ([redacted]5684)/$21-Lexington Radiology Associates [redacted]3340 Brookshire)/$35-Womens health and Diagnostic Center ([redacted]7584 Brookshire)/$205.07-Lexington Medical Center [redacted]3340)/$300-BB&T (Acct [redacted]7001 Brookshire)
10/15/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/22/2009	ICW	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
10/26/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
11/2/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted]2408 From: [redacted]1950
11/3/2009	MD	$ 3,291.22	OC	Debi Brookshire	$784-Sylvan ([redacted] Brookshire)/$261.43-BB&T

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					[redacted]5437-7001)/$177.75-AT&T [redacted] 1899)/$656.02-Lexus [redacted]9945)/$208.88-SCE&G [redacted]1507)/$66.30-TWC [redacted] [redacted]2502)/$1136.64-Smith Dray Line & Storage[redacted]2999 Brookshire)
11/6/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/9/2009	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/16/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/18/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/23/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
11/27/2009	FT	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/3/2009	FT	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/14/2009	MD	$ 7,397.28	OC	Debi Brookshire	$656.02-Lexus (Acct [redacted]9945)/$260-BB&T (Acct [redacted]7001)/$209.13-SCE&G (Acct [redacted] 4507)/$207.88-TWC [redacted]2502)/$882-Sylvan(Acct [redacted]518)/$182.25-AT&T [redacted] 1899)/$1000-Positive Young People (Debi Baker Brookshire Pledge Contribution)/$4000-Hance Oliver(Rent Debi Brookshire)
12/14/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/17/2009	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/23/2009	ICW	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
12/30/2009	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/4/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/8/2010	ICW	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/14/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/20/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/22/2010	MD	$ 3,467.20	OC	Debi Brookshire	$1600-Security Federal (Lot 36 Palmetto Park Brookshire)/$300-BB&T Item Processing (Acct [redacted]7001)/$330.47-SCE&G (Acct [redacted] 4507)/$170.80-AT&T [redacted] 1899)/$131.94-City of Columbia (Acct [redacted] [redacted]624-6)/$46.99-ADT [redacted]5684)/$882-Sylvan (Acct 10616 [redacted])
1/26/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
1/27/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950

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1/29/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/1/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/5/2010	MD	$ 3,407.26	OC	Debi Brookshire	$158.78-AT&T [redacted] 1899 Brookshire)/$109.86-City of Columbia ([redacted] 1624-6)/$300-BB&T (Acct [redacted] 7001)/$386.62-SCE&G [redacted] Brookshire)/$782-Sylvan [redacted] /$1600-Security Federal (Lot 36 Palmetto Parkway Brookshire)/$70-Clark's Termite and Pest Control [redacted] 7600 Brookshire)
2/5/2010	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/9/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/12/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/18/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/19/2010	MD	$ 1,065.00	OC	Debi Brookshire	$573-The Adams Agency (Jordan [redacted] life ins policy)/$492-The Adams Agency (Laura Ann ins policy)
2/23/2010	ICW	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/26/2010	ICW	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/3/2010	MD	$ 3,635.00	OC	Debi Brookshire	$2035-Logan Voxx (car)/$1600-Security Federal - B B and B Builders (Rent Lot 26 Palmetto Wood Parkway
3/3/2010	MD	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/5/2010	MD	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/12/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/16/2010	ICW	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/23/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/25/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
3/30/2010	ICW	$ 1,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
4/5/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
4/14/2010	MD	$ 2,974.49	OC	Debi Brookshire	$1136.64-Smith Dray Line and Storage (Brookshire [redacted] 2999)/$884-Sylvan (Brookshire-Jordan [redacted] /$300-BB&T Item Processing Center (Acct [redacted] 7001)/$266.86-SCEG (Brookshire [redacted] [redacted] 4507)/$136.56-TWC ([redacted] [redacted] 2502)/$250.43-ADT (Brookshire)
4/16/2010	MD	$ 1,032.00	OC	Debi Brookshire	$611-State of Georgia [redacted] /$421-State of New

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					Jersey ([redacted] Debra Brookshire)
4/16/2010	ICW	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
4/22/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
4/27/2010	FT	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
4/30/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
5/5/2010	FT	$ 4,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
5/10/2010	FT	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
5/11/2010	FT	$ 2,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
5/14/2010	MD	$ 2,980.63	OC	Debi Brookshire	$884-Sylvan (Jordan [redacted] Acct [redacted])/$2096.63-Smith Dray Line (Brookshire Acct [redacted] 2999)
5/14/2010	FT	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950 (change the BBT number to subtract the middle zero?)
5/17/2010	MD	$ 2,000.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted] 5016) into account number [redacted] 0356
5/24/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
5/27/2010	FT	$ 3,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
5/28/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
6/3/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
6/7/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
6/11/2010	FT	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
6/14/2010	MD	$ 2,500.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted] 5016) into account number [redacted] 0356
6/16/2010	FT	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
6/24/2010	MD	$ 2,729.74	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted] 5016) into account number [redacted] 0356
6/24/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
6/25/2010	FT	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
7/1/2010	Transfer Funds	$ 3,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
7/6/2010	Check # 70001838	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
7/13/2010	FT	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
7/16/2010	Transfer Funds	$ 2,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
7/22/2010	FT	$ 7,500.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
7/26/2010	MD	$ 4,207.49	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted] 5016) into account number [redacted] 0356
7/27/2010	FT	$ 5,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950

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7/30/2010	FT	$ 10,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
8/3/2010	FT	$ 10,119.17	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
8/11/2010	MD	$ 202,298.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 2408 From: [redacted] 1950
2/23/2011	MD	$ 285,233.34	OC	Debi Brookshire	Close Acct Atty Kathleen McDaniels Req
10/15/2007	MD	$ 2,339.00	MD	Ga Dept of Revenue	Georgia State Tax (Hand scribed)
11/19/2007	MD	$ 748.48	MD	Ga Dept of Revenue	Georgia State Tax (Hand scribed)
10/8/2008	ICW	$ 380.00	ICW	Ga Dept of Revenue	Hand Scribed Note: Ga Tax
10/15/2007	MD	$ 1,038.50	MD	Gilbert Jean	Gilbert Jean and Associates
2/7/2008	MD	$ 5,000.00	OC	Gilbert Jean	Gilbert Jean and Associates
6/23/2008	ICW	$ 3,000.00	OC	Gilbert Jean	Vacation
1/27/2009	ICW	$ 3,000.00	OC	Gilbert Jean & Associates	
12/23/2009	Check Number: 1002	$ 1,728.64	OC	GMAC Insurance	[redacted] 8A01
4/15/2010	Check Number: 3001	$ 512.47	OC	GMAC Insurance	[redacted] 8A01
5/27/2010	Check Number: 1010	$ 394.26	OC	GMAC Insurance	[redacted] 3A01
6/4/2010	MD	$ 12,000.00	OC	Hance Oliver	Rent - Brookshire
5/19/2009	ICW	$ 500.00	WFT	I Design LLC	Debi Brookshire-To: [redacted] 1167 From: [redacted] 1950
9/19/2007	MD	$ 50,000.00	WFT	IRS	Estimated Tax (Handwritten "Federal Tax Estimate")
12/18/2007	MD	$ 40,000.00	MD	IRS	US Treasury
4/16/2008	ICW	$ 336,329.00	ICW	IRS	Federal Tax Balance (Hand Scribed Note) [redacted]
6/16/2008	ICW	$ 35,000.00	OC	IRS	US Treasury
10/4/2007	FT	$ 36,626.00	WFT	Jim Hudson	Jim Hudson Luxury Cars
1/12/2010	ICW	$ 20,000.00	WFT	Jim Hudson Lexus	Car Purchase
1/12/2010	ICW	$ 31,261.76	WFT	Jim Hudson Lexus	Car Purchase
12/30/2009	MD	$ 2,000.00	OC	Logan Voxx	Memo: Debi Brookshire
1/6/2010	MD	$ 1,200.00	OC	Logan Voxx	2 weeks pay Debi Brookshire
3/23/2010	MD	$ 2,013.51	OC	Logan Voxx	Brookshire

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10/15/2007	MD	$ 504.00	MD	NC Dept of Revenue	NC Tax (Hand scribed)
10/8/2008	ICW	$ 302.00	ICW	NC Dept of Revenue	Hand Scribed Note: NC Tax
10/15/2007	MD	$ 237.00	MD	NJ Tax Payment	NJ Tax Payment (Hand scribed)
10/8/2008	ICW	$ 374.00	ICW	NJ Tax Payment	Hand Scribed Note: NJ Tax
9/29/2008	MD	$ 445.00	OC	Richland County	Payment for traffic tickets
10/14/2008	ICW	$ 4,632.76	ICW	Richland County	Hand Scribed Note: Tax Motorhome
10/24/2008	ICW	$ 842.61	ICW	Richland County	Richland County Treasurer-Car Tax
4/28/2009	ICW	$ 4,082.73	OC	Richland County	Richland County Treasurer
8/22/2008	ICW	$ 5,000.00	OC	Robert L. Jackson	Robert L Jackson Attorney
9/19/2007	MD	$ 10,000.00	WFT	SC Dept Revenue	Estimated Tax (Handwritten "State Tax Estimate")
12/17/2007	ICW	$ 173.02	ICW	SC Dept Revenue	Tax Payment (Hand scribed)
4/16/2008	ICW	$ 57,000.00	OC	SC Dept Revenue	State Tax Balance
6/10/2008	FT	$ 10,000.00	OC	SC Dept Revenue	Estimated Tax
11/5/2008	ICW	$ 167.98	ICW	SCE&G	Account no: [redacted]1507
10/2/2009	ICW	$ 3,200.00	OC	Security Federal for BB and B Builders	Lot 36 Palmetto Parkway
10/8/2008	ICW	$ 1,377.98	ICW	Smith Dray Line	Hand Scribed Note: Movers
1/16/2009	ICW	$ 449.76	ICW	Smith Dray Line	Balance Owed Movers
6/22/2010	MD	$ 1,136.64	OC	Smith Dray Line and Storage Co Inc	[redacted]2999
10/10/2007	MD	$ 4,460.22	MD	State of SC	ID [redacted] Debi Brookshire
9/4/2009	ICW	$ 442.00	OC	Sylvan	Jordan [redacted]
1/16/2008	MD	$ 850.00	MD	The Hobb's Group	Debi's prior accountants
1/16/2008	MD	$ 1,525.00	MD	The Hobb's Group	Debi's prior accountants
10/8/2008	ICW	$ 450.00	ICW	The Hobb's	Hand Scribed Note: Hobb's Group Tax Paid

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				Group	
7/11/2008	ICW	$ 124.95	ICW	U-Haul	U-Haul Storage Building
7/22/2008	ICW	$ 134.95	ICW	U-Haul	U-Haul Storage Building
10/15/2007	MD	$ 1.00	MD	Virginia State Tax	Virginia State Tax (Hand scribed)

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STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	Case No.: 2014-CP-37-526
Debi Baker Brookshire,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**PLAINTIFF'S RESPONSES TO**
	)	**DEFENDANT COMMUNITY FIRST BANK, INC.'S**
Community First Bank, Inc. and Benjamin Lee Hiott,	)	**SECOND SET OF INTERROGATORIES**
	)	
	)	
Defendants.	)	
	)	

TO: ELIZABETH BLACK, ATTORNEY FOR THE DEFENDANT:

Pursuant to Rule 33 of the South Carolina Rules of Civil Procedure, Plaintiff Debi Baker Brookshire, by and through the undersigned counsel, does hereby respond to the Interrogatories of the Defendant, Community First Bank, Inc. as follows:

GENERAL OBJECTIONS

A. Plaintiff objects to these interrogatories to the extent that they call for information and material that is protected from disclosure by the attorney/client privilege, the work product doctrine, trade secrecy, or any other applicable privilege law or rule.

B. Plaintiff's responses to these interrogatories do not constitute an admission or acknowledgment that any such information is relevant to any issue in the litigation between the parties or that such document or documents referenced by any response is responsive to any request.

C. Plaintiff objects to these interrogatories to the extent that they attempt, whether individually or collectively, to impose a burden on Defendant that exceeds the requirements of the South Carolina Rules of Civil Procedure.

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In responding to these Interrogatories, furnish such information as is available to you, not merely such information as is of your own knowledge. This means you are to furnish information which is known by, or in the possession of, you or any of your agents, and, unless privileged, your attorneys.

If you cannot fully respond to any of these Interrogatories or portions thereof, you should respond to the extent possible and state your reasons for not responding more fully. If you assert a claim of privilege concerning the subject matter of any of these interrogatories, state clearly and in detail the nature of the privilege and the factual basis thereof.

These Interrogatories are continuing in character, so as to require Defendant to file supplementary answers if it obtains further or different information before trial. The term "Defendant," its plural or any synonym thereof, is intended to and shall embrace and include in addition to the named party or parties, counsel for said party, and all agents, servants, employees, representatives, investigators, insurers, indemnitors, and others who are in possession of or may have obtained information for or on behalf of the named party or parties Defendant.

As to each person named in response to each question herein, state the person's full name, the last known address and telephone number, last known business address and telephone number, and job title, capacity or position at such last known employment.

If you cannot answer any of the following Interrogatories in full and complete detail, after exercising due diligence to secure the information to do so, state and answer to the extent possible, specifying your inability to answer the remainder, and stating whatever information or knowledge you have concerning the unanswered portion.

INTERROGATORIES

1. If you have denied any of Community First Bank's First Requests for Admission, in whole or in part, state the reason(s) for such denial and identify all documents that support or related to this answer.

RESPONSE: Objection. Plaintiff is in possession of two different documents labeled Community First Bank's First Requests for Admission. Notwithstanding this objection and to the extent Defendant is referring to the document served on October 23, 2015, Plaintiff is unable to admit to most BB&T transactions prior to September 2008, as records prior to this date no longer exist. See document bates labeled BB&T 000001. Furthermore, with respect to items dated 5/17/10, 6/14/10, and 6/24/2010, Plaintiff is not in possession of documents that will confirm Plaintiff received these funds; however, Defendant should be in possession as this is a credit card that is with Defendant Community First Bank, Inc. If Defendant is able to produce such records, Plaintiff will admit to these three transactions. With respect to all other transactions in Attachment A, Plaintiff is not in possession of documents that confirms receipt of the transactions. If and when Plaintiff does come into possession of such documents, Plaintiff will either admit or deny said transactions.

2. If you have denied any of Community First Bank's First Requests for Admission, in whole or in part, state which disbursements identified on the 11-page table labeled Exhibit A and attached hereto were wither not received by Plaintiff or were not disbursements made for the benefit of Plaintiff. Identify any document that supports or relates to this answer.

RESPONSE: See Response to Interrogatory Number 1 and Attachment A.

Respectfully submitted,

M. David Scott by KLG

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Columbia, South Carolina 29201
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ATTORNEYS FOR THE PLAINTIFF

Columbia, South Carolina
February 7, 2016

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Attachment A

DATE	TRANSACTION TYPE	AMOUNT	TYPE OF DISBURSEMENT	DISBURSED TO	PURPOSE
2/26/2008	ICW	$ 37.22	ICW	BB&T	LL PAYT (Hand scribed) [redacted] 5054 Brookshire Debi
5/23/2008	ICW	$ 235.35	OC	BB&T	BB&T Financial
6/25/2008	ICW	$ 945.42	ICW	BB&T	BB&T Financial FSB
7/3/2008	FT	$ 10,000.00	FT	BB&T	Transfer To Acct: [redacted] 5290-Debi Brookshire
7/16/2008	FT	$ 10,000.00	FT	BB&T	Transfer To Acct: [redacted] 5290-Debi Brookshire
9/8/2008	ICW	$ 8,052.25	FT	BB&T	Acct: [redacted] 5054-Brookshire
9/22/2008	ICW	$ 1,532.10	ICW	BB&T	Acct: [redacted] 5054-Brookshire
9/22/2008	ICW	$ 5,426.23	ICW	BB&T	Acct: [redacted] 5054-Brookshire
8/14/2007	FT	$ 20,000.00	WFT	Debi Brookshire	To: BB&T [redacted] 5290
8/14/2007	FT	$ 25,000.00	WFT	Debi Brookshire	To: BB&T [redacted] 7701 (Preferred Line of Credit)
11/14/2007	ICW	$ 15,000.00	OC	Debi Brookshire	Acct: [redacted] 5290 (Deposit in Ck Acct)
1/14/2008	ICW	$ 20,000.00	OC	Debi Brookshire	Debi Brookshire
3/31/2008	ICW	$ 20,000.00	ICW	Debi Brookshire	In to account: [redacted] 5290 - Fed Confirmation (Hand Scribed Note)
5/12/2008	FT	$ 10,000.00	WFT	Debi Brookshire	Transfer To Acct: [redacted] 5290-Debi Brookshire
6/16/2008	ICW	$ 10,000.00	FT	Debi Brookshire	Transfer To Acct: [redacted] 5290-Debi Brookshire
7/28/2008	FT	$ 10,000.00	FT	Debi Brookshire	FedPayments Manager Funds in Account: [redacted] 5290
8/1/2008	FT	$ 15,000.00	WFT	Debi Brookshire	Debi Brookshire-To: [redacted] 5290 From: [redacted] 950
5/17/2010	MD	$ 2,000.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted] 5016) into account number [redacted] 00356
6/14/2010	MD	$ 2,500.00	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted] 5016) into account number [redacted] 00356

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Attachment A

6/24/2010	MD	$ 2,729.74	FT	Debi Brookshire	Credit Card Clearing Debi Brookshire ([redacted]5016) into account number [redacted]0356

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EXHIBIT 41

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	**Date**	**Debit**	**Recipient of Disbursement**	**Notes**	**Sources**
2	1/16/2008	$850.00	Accountant (Hobbs)		CFB002646, CFB002651-2652
3	1/16/2008	$1,525.00	Accountant (Hobbs)		CFB002646, CFB002651, CFB002653
4	10/8/2008	$450.00	Accountant (Hobbs)		CFB002867, CFB002870, CFB 002874
5	4/21/2010	$500.00	Ann Gel Hamiter		CFB003616, CFB003651-3654
6	8/22/2008	$5,000.00	Attorney (Robert Jackson)		CFB00002779, CFB002790-2792
7	**Subtotal**	**$8,325.00**	**Professional Fees**		
8	10/10/2007	$4,587.29	BB&T		CFB002580, CFB002584, CFB002589-2590
9	10/18/2007	$15,000.00	BB&T		CFB002580, CFB002598-2601
10	11/14/2007	$1,147.61	BB&T		CFB002613, CFB002621, CFB002626
11	11/14/2007	$11,235.51	BB&T		CFB002613,CFB002621-2623
12	11/14/2007	$15,000.00	BB&T	Acknowledged at pp. 412-413 of Deposition.	CFB002613,CFB002621, CFB002624-2625
13	12/12/2007	$1,146.98	BB&T		CFB002635, CFB002637-2638
14	2/26/2008	$1,156.01	BB&T		CFB002664, CFB002675, CFB002677
15	4/2/2008	$1,146.98	BB&T		CFB002704, CFB002706-2707
16	4/29/2008	$1,146.98	BB&T		CFB002704, CFB002718-2720
17	6/4/2008	$1,146.98	BB&T		CFB002733, CFB002735, CFB002736,
18	6/25/2008	$1,146.98	BB&T		CFB002733, CFB002751, CFB002753
19	7/25/2008	$1,146.98	BB&T		CFB002754, CFB002769-2771
20	8/22/2008	$15,000.00	BB&T		CFB00002779, CFB002789, CFB002793
21	8/25/2008	$15,000.00	BB&T		CFB00002779, CFB002795-2798
22	8/26/2008	$15,000.00	BB&T		CFB00002779, CFB002799-2800, CFB002811
23	9/8/2008	$10,000.00	BB&T		CFB002818, CFB002822-2825
24	9/16/2008	$10,000.00	BB&T		CFB002818, CFB0028423-2846
25	9/30/2008	$15,000.00	BB&T		CFB002818, CFB002847-2851
26	10/10/2008	$20,000.00	BB&T		CFB002867, CFB002876-2880
27	10/28/2008	$15,000.00	BB&T		CFB002868, CFB002892-2896
28	11/5/2008	$3,000.00	BB&T		CFB002897, CFB002906, CFB002908-2910
29	11/21/2008	$10,000.00	BB&T		CFB002897, CFB002916-2920
30	12/18/2008	$15,000.00	BB&T		CFB002923, CFB002934-2936
31	1/15/2009	$5,000.00	BB&T		CFB002939, CFB002947-2949
32	1/16/2009	$10,000.00	BB&T		CFB002939, CFB002956-2958
33	1/29/2009	$7,500.00	BB&T		CFB002939, CFB002971-2973
34	2/11/2009	$7,500.00	BB&T		CFB002974, CFB002980-2982
35	2/19/2009	$10,000.00	BB&T		CFB002974, CFB002983-2986
36	2/25/2009	$7,500.00	BB&T		CFB002974, CFB002987-2991
37	3/30/2009	$5,000.00	BB&T		CFB00002992, CFB003015-3017
38	4/6/2009	$5,000.00	BB&T		CFB00003018, CFB003020-3022
39	4/8/2009	$10,000.00	BB&T		CFB00003018, CFB003023- 3025
40	4/15/2009	$5,000.00	BB&T		CFB00003018, CFB003026
41	4/24/2009	$3,500.00	BB&T		CFB00003018, CFB003031-3037
42	5/1/2009	$5,000.00	BB&T		CFB003058, CFB003060-3064

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Sources
43	5/7/2009	$1,500.00	BB&T		CFB003058, CFB003065-3067
44	5/13/2009	$130.00	BB&T		CFB003058, CFB003068-3071
45	5/13/2009	$286.01	BB&T		CFB003058, CFB003068, CFB003072-3074
46	5/19/2009	$500.00	BB&T		CFB003058, CFB003093092
47	5/26/2009	$5,000.00	BB&T		CFB003058, CFB003093-3097
48	6/3/2009	$3,500.00	BB&T		CFB003098, CFB003100, CFB003102-3106
49	6/9/2009	$2,500.00	BB&T		CFB003098, CFB003121-3125
50	6/17/2009	$2,500.00	BB&T		CFB003098, CFB003136-3140
51	6/24/2009	$3,500.00	BB&T		CFB003098, CFB003141-3144
52	6/30/2009	$3,000.00	BB&T		CFB003098, CFB003147-3150
53	7/3/2009	$2,500.00	BB&T		CFB00003151, CFB003153-3156
54	7/8/2009	$3,000.00	BB&T		CFB00003151, CFB003157-3160
55	7/16/2009	$121.80	BB&T		CFB00003151, CFB003169
56	7/17/2009	$4,000.00	BB&T		CFB00003151, CFB003171-3175, CFB003176
57	7/23/2009	$2,500.00	BB&T		CFB00003151, CFB003178, CFB003186-3189
58	7/27/2009	$850.00	BB&T		CFB00003151, CFB003190-3193
59	7/30/2009	$3,000.00	BB&T		CFB00003152, CFB003194-3197
60	8/5/2009	$3,000.00	BB&T		CFB003198, CFB003206-3209
61	8/10/2009	$2,000.00	BB&T		CFB003198, CFB003210-3213
62	8/17/2009	$3,000.00	BB&T		CFB003198, CFB003214-3217
63	8/18/2009	$2,000.00	BB&T		CFB003198, CFB003218-3221
64	8/25/2009	$1,200.00	BB&T		CFB003198, CFB003222-3226
65	8/31/2009	$1,000.00	BB&T		CFB003198, CFB003227-3230
66	9/1/2009	$1,000.00	BB&T		CFB003233, CFB003235-3239
67	9/4/2009	$2,500.00	BB&T		CFB003233, CFB003243, CFB003249-3253
68	9/9/2009	$2,500.00	BB&T		CFB003233, CFB003262-3265
69	9/22/2009	$3,500.00	BB&T		CFB003234, CFB003293-3296
70	10/2/2009	$1,500.00	BB&T		CFB003313, CFB003315-3318
71	10/5/2009	$3,000.00	BB&T		CFB003313, CFB003321-3324
72	10/9/2009	$2,500.00	BB&T		CFB003313, CFB0033253328
73	10/15/2009	$2,000.00	BB&T		CFB003313, CFB00334-3348
74	10/22/2009	$1,500.00	BB&T		CFB003313, CFB003353-3356
75	10/26/2009	$3,500.00	BB&T		CFB003313, CFB003357-3360
76	11/2/2009	$2,500.00	BB&T		CFB003361, CFB003363-3366
77	11/6/2009	$2,000.00	BB&T		CFB003361, CFB003385-3388
78	11/9/2009	$3,000.00	BB&T		CFB003361, CFB003389-3393
79	11/16/2009	$2,500.00	BB&T		CFB003361, CFB003394-3397
80	11/18/2009	$2,000.00	BB&T		CFB003361, CFB003399-3402
81	11/23/2009	$2,000.00	BB&T		CFB003361, CFB003403-3407
82	11/27/2009	$4,000.00	BB&T		CFB003361, CFB003408-3410

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Sources
83	12/3/2009	$1,500.00	BB&T		CFB003411, CFB003413-3415, CFB003451
84	12/14/2009	$3,500.00	BB&T		CFB003411, CFB003416
85	12/17/2009	$2,000.00	BB&T		CFB003411, CFB003440-3443
86	12/23/2009	$3,500.00	BB&T		CFB003411, CFB003445-3448
87	12/30/2009	$2,500.00	BB&T		CFB003411, CFB003455-3458
88	1/4/2010	$2,500.00	BB&T		CFB003459, CFB003461-3464
89	1/8/2010	$4,000.00	BB&T		CFB003459, CFB003468-3471
90	1/14/2010	$2,000.00	BB&T		CFB003459, CFB003479-3482
91	1/20/2010	$2,500.00	BB&T		CFB003459, CFB003483-3486
92	1/26/2010	$2,500.00	BB&T		CFB003459, CFB003503-3506
93	1/27/2010	$2,000.00	BB&T		CFB003459, CFB3507-3510
94	1/29/2010	$2,500.00	BB&T		CFB003459, CFB003511-3515
95	2/1/2010	$2,500.00	BB&T		CFB003516, CFB003518-3521
96	2/5/2010	$3,000.00	BB&T		CFB003516, CFB003522, CFB003537-3540
97	2/9/2010	$2,500.00	BB&T		CFB003516, CFB3542-3545
98	2/12/2010	$2,500.00	BB&T		CFB003516, CFB003546-3549
99	2/18/2010	$2,500.00	BB&T		CFB003516, CFB003551-3554
100	2/23/2010	$3,000.00	BB&T		CFB003516, CFB003562-3565
101	2/26/2010	$5,000.00	BB&T		CFB003516, CFB003567-3570
102	3/3/2010	$4,000.00	BB&T		CFB003571, CFB003579-3583
103	3/5/2010	$1,500.00	BB&T		CFB003571, CFB003584-3588
104	3/12/2010	$2,500.00	BB&T		CFB003571, CFB003589-3592
105	3/16/2010	$2,500.00	BB&T		CFB003571, CFB003593-3596
106	3/23/2010	$2,000.00	BB&T		CFB003571, CFB003597-3598
107	3/25/2010	$2,000.00	BB&T		CFB003571, CFB003607-3610
108	3/30/2010	$1,500.00	BB&T		CFB003571, CFB003611-3614
109	4/5/2010	$2,000.00	BB&T		CFB003616, CFB003618-3621
110	4/16/2010	$2,000.00	BB&T		CFB003616, CFB003645-3649
111	4/22/2010	$2,500.00	BB&T		CFB003616, CFB003655-3657
112	4/27/2010	$2,000.00	BB&T		CFB003616, CFB003662-3664
113	4/30/2010	$2,500.00	BB&T		CFB003616, CFB003668-3670
114	5/5/2010	$4,000.00	BB&T		CFB003672, CFB003674-3676
115	5/10/2010	$2,000.00	BB&T		CFB003672, CFB003677-3679
116	5/11/2010	$2,000.00	BB&T		CFB003672, CFB003680-3682
117	5/14/2010	$3,500.00	BB&T		CFB003672, CFB003689-3691
118	5/24/2010	$2,500.00	BB&T		CFB003672, CFB003694-3696
119	5/27/2010	$3,500.00	BB&T		CFB003672, CFB003697-3699
120	5/28/2010	$2,500.00	BB&T		CFB003672, CFB003700-3702
121	6/3/2010	$2,500.00	BB&T		CFB003703, CFB003708-3710
122	6/7/2010	$2,500.00	BB&T		CFB003703, CFB003714-3719
123	6/11/2010	$3,000.00	BB&T		CFB003704, CFB003720-3722
124	6/16/2010	$3,000.00	BB&T		CFB003704, CFB003725-3728

Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Sources
125	6/24/2010	$2,500.00	BB&T		CFB003704, CFB003734-3736
126	6/25/2010	$3,000.00	BB&T		CFB003704; CFB003740-3742
127	7/1/2010	$3,000.00	BB&T		CFB003744, CFB003746-3748
128	7/6/2010	$5,000.00	BB&T		CFB003745; CFB003783-3786
129	7/13/2010	$250.00	BB&T		CFB003744, CFB002749, CFB003751-3753
130	7/13/2010	$2,500.00	BB&T		CFB003744, CFB003750, CFB003754-3758
131	7/16/2010	$2,500.00	BB&T		CFB003744, CFB003759-3761
132	7/22/2010	$7,500.00	BB&T		CFB003745, CFB003763-3765
133	7/27/2010	$5,000.00	BB&T		CFB003745, CFB003773-3775
134	7/30/2010	$10,000.00	BB&T		CFB003745, CFB003780-3782
135	8/3/2010	$10,119.17	BB&T		CFB003787, CFB003789-3791
136	8/11/2010	$202,928.00	BB&T		CFB003787, CFB003792-3794
137	2/23/2011	$285,233.34	BB&T		CFB003801, CFB003803-3806
138	Subtotal	$1,038,626.62	BB&T		
139	2/19/2010	$1,065.00	Bills (Adams Agency x2)		CFB003516, CFB003555-3556
140	11/6/2008	$46.99	Bills (ADT)		CFB002897, CFB002911-2912
141	1/26/2009	$552.97	Bills (ADT, BB&T, City of Columbia)		CFB002939, CFB002963, CFB002965
142	5/15/2009	$537.14	Bills (ADT, Daycare, SCE&G)		CFB003058, CFB003077, CFB003084
143	6/11/2009	$967.50	Bills (ADT, SCE&G, American Express, BB&T)		CFB003098, CFB003126-3127
144	4/28/2009	$133.92	Bills (ADT, Time Warner, City of Columbia)		CFB00003018, CFB003038-3039
145	2/5/2010	$3,407.26	Bills (AT&T, City of Columbia, BB&T, SCE&G, Sylvan, Rent, Clark's Pest)		CFB003516, CFB003522-3523
146	10/14/2009	$1,145.83	Bills (AT&T, SCE&G, ADT, Lexington Radiology, Womens Health and Diagnostic, Lexington Medical Center, BB&T)		CFB003313, CFB003329-3330
147	5/15/2009	$4,579.00	Bills (Attorney, GMAC Insurance)		CFB003058, CFB003085
148	6/5/2009	$1,961.50	Bills (BB&T, Rent, Time Warner, City of Columbia)		CFB003098, CFB003107-3108
149	9/8/2009	$857.02	Bills (City of Columbia, AT&T, Lexus)		CFB003233, CFB003254-3255
150	8/3/2009	$792.63	Bills (City of Columbia, Lexus)		CFB003198, CFB003200-3201
151	7/15/2009	$1,057.30	Bills (City of Columbia, SCE&G, Lexus)		CFB00003151, CFB003161-3162
152	9/23/2009	$109.92	Bills (City of Columbia, Time Warner)		CFB003234, CFB003299-3300
153	9/9/2009	$3,623.93	Bills (Clark's Pest, SCE&G, ADT, Smith Dray Line, Hobbs Group)		CFB003233, CFB003266, CFB003274
154	7/20/2009	$5,600.00	Bills (Dan Brookshire, Rent)		CFB00003151, CFB003175
155	3/16/2009	$4,925.91	Bills (Daycare, Lexus, BB&T, SCE&G, City of Columbia, ADT, Rent)		CFB00002992, CFB002995-2996
156	12/23/2009	$1,728.64	Bills (GMAC Insurance)		CFB003411, CFB003449, CFB003451
157	4/15/2010	$512.47	Bills (GMAC Insurance)		CFB003616, CFB003617

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1.	**Date**	**Debit**	**Recipient of Disbursement**	**Notes**	**Sources**
158	5/27/2010	$394.26	Bills (GMAC Insurance)		CFB003672, CFB003673
159	12/14/2009	$7,397.28	Bills (Lexus, BB&T, SCE&G, Time Warner, Sylvan, AT&T, Positive Young People, Hance Oliver (Rent))		CFB003411, CFB003416-3417, CFB003451
160	12/30/2009	$2,000.00	Bills (Logan Voxx)		CFB003411, CFB003451-3454
161	1/6/2010	$1,200.00	Bills (Logan Voxx)		CFB003459, CFB003465-3467
162	3/23/2010	$2,013.51	Bills (Logan Voxx)		CFB003571, CFB00359--3601
163	3/3/2010	$3,635.00	Bills (Logan Voxx, Rent)		CFB003571, CFB003573-3574
164	6/4/2010	$12,000.00	Bills (Rent - Hance Oliver)		CFB003703, CFB003711-3713
165	7/27/2010	$9,086.68	Bills (Rent - Keith Miller/Hilton Head)	Acknowledged at pp. 429-432 of Deposition	CFB003745, CFB003776-3779
166	8/31/2009	$1,600.00	Bills (Rent)		CFB003198, CFB0032313232
167	10/2/2009	$3,200.00	Bills (Rent)		CFB003313, CFB003319-3320
168	7/25/2008	$4,100.00	Bills (Rent)		CFB002754, CDB002772-2774
169	9/15/2008	$3,200.00	Bills (Rent)		CFB002818, CFB002826-2828
170	11/6/2008	$3,200.00	Bills (Rent)		CFB002897, CFB002913-2915
171	1/16/2009	$2,221.11	Bills (Rent, BB&T, SCE&G, ADT)		CFB002939, CFB002952-2953
172	1/22/2010	$3,462.20	Bills (Rent, BB&T, SCE&G, AT&T, City of Columbia, ADT, Sylvan)		CFB003459, CFB003487--3488
173	2/9/2009	$2,383.07	Bills (Rent, SCE&G, Daycare, ADT)		CFB002974, CFB002976, CFB002979
174	9/29/2008	$445.00	Bills (Richland County Traffic Tickets)		CFB002818, CFB002859--2861
175	11/5/2008	$167.98	Bills (SCE&G)		CFB002897, CFB002906-2907
176	9/9/2009	$2,735.64	Bills (SCE&G, BB&T, BB&T)		CFB003233, CFB003266-3267
177	10/8/2008	$1,377.98	Bills (Smith Dray Line)		CFB002867, CFB002870, CFB002875
178	1/16/2009	$449.76	Bills (Smith Dray Line)		CFB002939, CFB002950-2951
179	6/22/2010	$1,136.64	Bills (Smith Dray Line)		CFB003704, CFB003729-3732
180	4/14/2010	$2,974.49	Bills (Smith Dray Line, Sylvan, BB&T, SCE&G, Time Warner, ADT)		CFB003616, CFB003624-3625
181	9/4/2009	$442.00	Bills (Sylvan)		CFB003293, CFB003243-3246
182	9/16/2009	$2,654.00	Bills (Sylvan, Adams Agency)		CFB003234, CFB003287-3288
183	11/3/2009	$4,891.02	Bills (Sylvan, BB&T, AT&T, Lexus, SCE&G, Time Warner, Smith Dray Line, Rent)	Only admitted $3,291.02 via discovery responses. Per pages 429-432, no longer disputeding $1600 rent payment included in debit amount on statement.	CFB003361, CFB003367-3368
184	5/14/2010	$2,980.63	Bills (Sylvan, Smith Dray Line)		CFB003672, CFB003683-3684
185	7/23/2009	$275.88	Bills (Time Warner, ADT, AT&T)		CFB00003151, CFB003178; CFB003179
186	7/11/2008	$124.95	Bills (U-Haul)		CFB002754, CFB002758-2759
187	7/22/2008	$134.95	Bills (U-Haul)		CFB002754, CFB002764-2765
188	Subtotal	$113,401.56	Bills		
189	2/7/2008	$1,345.00	Bridgepoint		CFB002664, CFB002666-2667
190	Subtotal	$1,345.00	Bridgepoint		
191	1/12/2010	$20,000.00	Car (Jim Hudson Lexus)		CFB003459, CFB003472-3475
192	1/12/2010	$31,261.76	Car (Jim Hudson Lexus)		CFB003459, CFB003476-2478

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
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	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Sources
193	10/4/2007	$36,626.00	Car (Jim Hudson)		CFB002580, CFB002582-2583
194	Subtotal	$47,301.75	Car		
195	7/26/2010	$4,207.49	Community First (Credit Card)		CFB003745, CFB003766, CFB003771-3772
196	Subtotal	$4,207.49	Community First (Credit Card)		
197	9/23/2008	$10,000.00	Dan Brookshire		CFB002818, CFB002856-2858
198	11/3/2008	$27,708.15	Dan Brookshire		CFB002897, CFB002902, CFB002904
199	3/30/2009	$2,500.00	Dan Brookshire		CFB000002992, CFB003012-3014
200	6/5/2009	$5,000.00	Dan Brookshire		CFB003098, CFB003107, CFB003117-3119
201	6/25/2009	$2,000.00	Dan Brookshire		CFB003098, CFB003145-3146
202	9/9/2009	$4,000.00	Dan Brookshire		CFB003234, CFB003266, CFB003285-3286
203	Subtotal	$51,208.15	Dan Brookshire		
204	10/15/2007	$1,038.50	Gilbert Jean		CFB002580, CFB002591, CFB002596
205	2/7/2008	$5,000.00	Gilbert Jean		CFB002664, CFB002666, CFB002668-2670
206	6/23/2008	$3,000.00	Gilbert Jean		CFB002733, CFB002748-2750
207	1/27/2009	$3,000.00	Gilbert Jean		CFB002939, CFB002966-2968
208	Subtotal	$12,038.50	Gilbert Jean		
209	10/15/2007	$2,339.00	Taxes (Georgia)		CFB002580, CFB002591, CFB002597
210	11/19/2007	$748.48	Taxes (Georgia)		CFB002613, CFB002627-2628
211	10/8/2008	$380.00	Taxes (Georgia)	Not disputed based on presumed year dating error in discovery (listed as 2007, but actually in 2008)	CFB002867, CFB002870, CFB002873
212	4/16/2010	$1,032.00	Taxes (Georgia, New Jersey)		CFB003616, CFB003639-3640
213	9/19/2007	$50,000.00	Taxes (IRS)		CFB002574, CFB002578-2579
214	12/18/2007	$40,000.00	Taxes (IRS)		CFB002635, CFB002642-2644
215	4/16/2008	$336,329.00	Taxes (IRS)		CFB002704, CFB002714-2715
216	6/16/2008	$35,000.00	Taxes (IRS)		CFB002733, CFB002745-2747
217	4/28/2009	$5,847.00	Taxes (IRS, North Carolina, New Jersey, Georgia)		CFB00003018, CFB003038, CFB003049
218	10/15/2007	$237.00	Taxes (New Jersey)		CFB002580, CFB002591, CFB002593
219	10/8/2008	$374.00	Taxes (New Jersey)		CFB002867, CFB002870, CFB002872
220	10/15/2007	$504.00	Taxes (North Carolina)		CFB002580, CFB002591, CFB002594-2595
221	10/8/2008	$302.00	Taxes (North Carolina)		CFB002867, CFB002870, CFB002871
222	10/14/2008	$4,632.76	Taxes (Richland County)		CFB002867, CFB002881-2882
223	10/24/2008	$842.61	Taxes (Richland County)		CFB002868, CFB002890-2891
224	4/28/2009	$4,082.73	Taxes (Richland County)		CFB00003018, CFB003038, CFB003046-3048
225	9/19/2007	$10,000.00	Taxes (South Carolina)		CFB002574,CFB002576-2577
226	10/10/2007	$4,460.22	Taxes (South Carolina)		CFB002580, CFB002584, CFB002588
227	12/17/2007	$173.02	Taxes (South Carolina)		CFB002635, CFB002639-2641
228	4/16/2008	$57,000.00	Taxes (South Carolina)		CFB002704, CFB002711-2714
229	6/10/2008	$10,000.00	Taxes (South Carolina)		CFB002733, CFB002738-2739, CFB002741-2744

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Rule 1006, SCRE Summary of Undisputed Disbursements from Account (by Type)
(Exhibit 41 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	**Date**	**Debit**	**Recipient of Disbursement**	**Notes**	**Sources**
230	10/10/2007	$349.39	Taxes (Virginia)		CFB002580, CFB002584-2587
231	10/15/2007	$1.00	Taxes (Virginia)		CFB002580, CFB002591-2592
232	[illegible]	[illegible]	[illegible]		
233	**TOTAL**	**$1,865,761.69**			

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EXHIBIT 42

Rule 1006, SCRE Summary of Disputed Disbursements from Account (by Type)
(Exhibit 42 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Source
2	6/29/2010	$16,524.00	American Express		CFB003704, CFB003743
3	Subtotal	[illegible]	American Express		
4	8/14/2007	$ 20,000.00	BB&T		CFB002568, CFB002570-2572
5	8/14/2007	$25,000.00	BB&T		CFB002568, CFB002570, CFB002573
6	1/14/2008	$20,000.00	BB&T		CFB002646, CFB002648-2650
7	2/26/2008	$37.22	BB&T		CFB002664, CFB002675-2676
8	3/31/2008	$20,000.00	BB&T		CFB002685, CFB002699, CFB002701-2703
9	5/12/2008	$10,000.00	BB&T		CFB00002722, CFB002728-2729
10	5/23/2008	$235.35	BB&T		CFB00002722, CFB002730-2732
11	6/5/2008	$165.00	BB&T		CFB002733, CFB002737
12	6/5/2008	$1,005.00	BB&T		CFB002733, CFB002737
13	6/16/2008	$10,000.00	BB&T		CFB002733, CFB002742-2744
14	6/25/2008	$945.42	BB&T		CFB002733, CFB002751-2752
15	7/3/2008	$10,000.00	BB&T		CFB002754, CFB002756-2757
16	7/16/2008	$10,000.00	BB&T		CFB002754, CFB002760-2763
17	7/28/2008	$10,000.00	BB&T		CFB002754, CFB002775-2776
18	8/1/2008	$15,000.00	BB&T		CFB002779, CFB002781-2788
19	9/8/2008	$8,052.25	BB&T		CFB002818, CFB002820-2821
20	9/22/2008	$1,532.10	BB&T		CFB002818, CFB002853-2854
21	9/22/2008	$5,426.23	BB&T		CFB002818, CFB002853, CFB002855
22	5/14/2009	$10,000.00	BB&T		CFB003058, CFB003075-3076, CFB003081-3083
23	6/2/2010	$3,100.00	BB&T		CFB003703, CFB003705-3707
24	7/14/2010	$2,500.00	BB&T		CFB003744
25	Subtotal	$ [illegible]	BB&T		
26	12/5/2008	$10,000.00	Blue Ridge Bank of Walhalla		CFB002923, CFB002926-2928
27	Subtotal	[illegible]	Blue Ridge Bank of Walhalla		
28	6/5/2009	$25,387.20	CFB		CFB003098, CFB003120
29	2/24/2011	$0.01	CFB		CFB003801
30	2/25/2008	$75.00	CFB (Deposited Item Returned)		CFB002664, CFB002673-2674, CFB002684
31	2/29/2008	$4.00	CFB (Service Charge)		CFB002664
32	Subtotal	[illegible]	CFB (non-transaction reversals)		
33	12/31/2007	$310,510.75	CFB (Transaction Reversed 1/7/08)		CFB002635, CFB002645
34	12/3/2008	$7,500.00	CFB (Transaction Reversed 12/8/08)		CFB002923, CFB002925
35	7/26/2010	$33,235.82	CFB (Transaction Reversed 7/27/10)		CFB003745, CFB003767-3770, CFB003776
36	Subtotal	[illegible]	CFB (Transaction Reversals)		
37	5/17/2010	$2,000.00	Community First (Credit Card)		CFB003672, CFB003692-3693
38	6/14/2010	$2,500.00	Community First (Credit Card)		CFB003704, CFB003724
39	6/24/2010	$2,729.74	Community First (Credit Card)		CFB003704, CFB003737-3739
40	Subtotal	[illegible]	Community First (Credit Card)		
41	7/12/2007	$500,000.00	Crosby		CFB002563, CFB002565-2567
42	11/28/2007	$200,000.00	Crosby		CFB002613, CFB002631-2634
43	3/27/2008	$14,686.31	Crosby		CFB002685, CFB002698
44	4/29/2008	$29,372.62	Crosby		CFB002704, CFB002721
45	5/5/2008	$150,000.00	Crosby		CFB00002722, CFB002724, CFB002726-2727

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Rule 1006, SCRE Summary of Disputed Disbursements from Account (by Type)
(Exhibit 42 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Source
46	7/22/2008	$12,000.00	Crosby		CFB002754, CFB002768
47	8/28/2008	$14,686.31	Crosby		CFB002779, CFB002812
48	8/29/2008	$65,000.00	Crosby		CFB002779, CFB002813-2817
49	9/16/2008	$2,103.36	Crosby		CFB002818, CFB002829-2833
50	9/16/2008	$12,528.79	Crosby		CFB002818, CFB002829, CFB002839-2842
51	9/17/2008	$15,000.00	Crosby		CFB002818, CFB002847-2851
52	11/3/2008	$16,560.00	Crosby		CFB002897, CFB002903, CFB002905
53	12/17/2008	$21,500.00	Crosby		CFB002923, CFB002932-2933
54	Subtotal	$1,092,697.32	Crosby		
55	10/16/2008	$3,500.00	Dan Brookshire		CFB002868, CFB002883-2884
56	10/24/2008	$3,500.00	Dan Brookshire		CFB002868, CFB002885, CFB002887-2889
57	Subtotal	$7,000.00	Dan Brookshire		
58	11/9/2007	$2,500.00	Hiott (Ben Hiott)		CFB002613, CFB002620
59	3/3/2008	$8,000.00	Hiott (Ben Hiott)		CFB002685, CFB002687-2688
60	3/31/2008	$550.00	Hiott (Ben Hiott)		CFB002685, CFB002699-2700
61	9/22/2008	$1,000.00	Hiott (Ben Hiott)		CFB002818, CFB002852
62	10/21/2008	$2,500.00	Hiott (Ben Hiott)		CFB002868, CFB002886
63	1/29/2009	$2,000.00	Hiott (Ben Hiott)		CFB002939, CFB002969-2970
64	7/17/2009	$1,000.00	Hiott (Ben Hiott)		CFB003151, CFB003170
65	11/18/2009	$500.00	Hiott (Ben Hiott)		CFB003361, CFB003398
66	12/21/2009	$4,000.00	Hiott (Ben Hiott)		CFB003411, CFB003444
67	12/28/2009	$3,500.00	Hiott (Ben Hiott)		CFB003411, CFB002450
68	2/17/2010	$5,000.00	Hiott (Ben Hiott)		CFB003516, CFB003550
69	2/22/2010	$500.00	Hiott (Ben Hiott)		CFB003516, CFB003561
70	2/25/2010	$500.00	Hiott (Ben Hiott)		CFB003516, CFB003566
71	3/17/2010	$2,000.00	Hiott (Ben Hiott)		CFB003571, CFB003597
72	4/13/2010	$4,000.00	Hiott (Ben Hiott)		CFB003616, CFB003622
73	6/15/2010	$3,000.00	Hiott (Ben Hiott)		CFB003704, CFB003725
74	11/14/2007	$2,500.00	Hiott (Hilltop, Inc.)		CFB002613, CFB002615-2616
75	12/14/2009	$5,000.00	Hiott (Hilltop, Inc.)		CFB003411, CFB003439
76	4/14/2010	$3,500.00	Hiott (Hilltop, Inc.)		CFB003616, CFB003623, CFB003638
77	1/17/2008	$5,000.00	Hiott (Marc Hiott)		CFB002646, CFB002654-2659
78	2/29/2008	$8,500.00	Hiott (Marc Hiott)		CFB002664, CFB002678-2679
79	9/2/2009	$151.00	Hiott (Marc Hiott)		CFB003233, CFB003240-3242
80	2/8/2010	$4,000.00	Hiott (Marc Hiott)		CFB003516, CFB003541
81	1/23/2008	$4,275.16	Hiott (Sue Hiott)		CFB002646, CFB002661-2663
82	10/31/2007	$50,000.00	Hiott (Upstate Real Estate)		CFB002580, CFB002606-2608
83	Subtotal	$135,876.16	Hiott Family and related businesses		
84	9/4/2009	$491.00	Insurance (GMAC Insurance)		CFB003233, CFB003247-3248
85	10/25/2007	$1,197.91	Insurance (Mass Mutual)		CFB002580, CFB002604-2605
86	10/3/2008	$139.70	Insurance (Nationwide)		CFB002867, CFB002869
87	10/3/2008	$496.00	Insurance (Nationwide)		CFB002867, CFB002869
88	10/3/2008	$512.00	Insurance (Nationwide)		CFB002867, CFB002869
89	10/3/2008	$901.90	Insurance (Nationwide)		CFB002867, CFB002869
90	10/21/2009	$984.66	Insurance (Nationwide)		CFB003313, CFB003349-3352
91	4/19/2010	$1,356.00	Insurance (Victoria Insurance)		CFB003616, CFB003650

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Rule 1006, SCRE Summary of Disputed Disbursements from Account (by Type)
(Exhibit 42 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	Date	Debit	Recipient of Disbursement	Notes	Source
92	Subtotal	$[illegible]	[illegible]		
93	11/1/2008	$85,000.00	James McCoy		CFB002897, CFB002899-2900
94	Subtotal	$[illegible]	James McCoy		
95	4/26/2010	$2,586.30	John Gates (RV)		CFB003616, CFB003658-3661
96	Subtotal	$[illegible]	John Gates (RV)		
97	9/23/2009	$5,000.00	Keith Norton		CFB003234,
98	Subtotal	$[illegible]	Keith Norton		
99	11/19/2007	$888.68	Litton Loan Servicing		CFB002613, CFB002627, CFB002629-2630
100	7/30/2008	$888.68	Litton Loan Servicing		CFB002754, CFB002777-2778
101	Subtotal	$1,777.36	Litton Loan Servicing		
102	4/29/2010	$1,600.00	Logan Voxx	Total debit reflected on statement was $1,800.00, but was divided into two transactions: $200 to Terry Russell and $1,600 to Logan Voxx.	CFB003616, CFB003665
103	Subtotal	$[illegible]	Logan Voxx		
104	2/13/2008	$23,608.75	Ridge Clearing & Outsourcing Solutions		CFB002664, CFB002671-2672
105	Subtotal	$[illegible]	Ridge Clearing & Outsourcing Solutions		
106	9/25/2009	$570.00	Sterling Currency Group		CFB003234, CFB003309-3312
107	Subtotal	$570.00	Sterling Currency Group		
108	12/26/2008	$40,200.00	Stock (Ables)		CFB002923, CFB002937-2938
109	3/13/2008	$2,224.00	Stock (Account No. 1222001)		CFB002685, CFB002689
110	5/5/2008	$7,922.00	Stock (Amanda Harris)		CFB00002722, CFB002724-2725
111	7/22/2008	$756.00	Stock (Betty Padgett)		CFB002754, CFB002764, CFB002766-2767
112	10/24/2007	$67,337.00	Stock (Ferris Baker Watts)		CFB002580, CFB002602-2603
113	9/30/2008	$30,195.00	Stock (Larry Brandt)		CFB002818, CFB002862-2863
114	4/25/2008	$7,922.00	Stock (R.T. Harris, III)		CFB002704, CFB002716-2717
115	8/26/2008	$11,600.29	Stock (Robert McCorkle, Ben Wilson)		CFB002779, CFB002799, CFB002801, CFB002809
116	3/13/2008	$16,000.00	Stock (William Steele)		CFB002685, CFB002689-2695
117	11/21/2008	$27,573.00	Stock (William Zearley)		CFB002897, CFB002921-2922
118	Subtotal	$212,749.29	Stock		
119	4/10/2008	$15,000.00	Terry Russell		CFB002704, CFB002708-2710
120	12/17/2008	$16,500.00	Terry Russell		CFB002923, CFB002929-2931
121	1/8/2009	$17,000.00	Terry Russell		CFB002939, CFB002941-2943
122	1/15/2009	$7,500.00	Terry Russell		CFB002939, CFB002944-2946
123	1/20/2009	$12,000.00	Terry Russell		CFB002939, CFB002959-2961
124	4/29/2010	$200.00	Terry Russell	Total debit reflected on statement was $1,800.00, but was divided into two transactions: $200 to Terry Russell and $1,600 to Logan Voxx.	CFB003616, CFB003665
125	Subtotal	$68,200.00	Terry Russell		
126	9/24/2009	$656.02	Toyota (Lexus)		CFB003234, CFB003305-3308
127	1/23/2009	$663.02	Toyota		CFB002939, CFB002962
128	3/18/2009	$1,319.06	Toyota		CFB002992, CFB003011
129	3/25/2010	$1,944.39	Toyota		CFB003571, CFB003606
130	5/24/2010	$648.13	Toyota		CFB003672
131	6/23/2010	$648.13	Toyota		CFB003704, CFB003733
132	7/22/2010	$648.13	Toyota		CFB003745, CFB003762

Rule 1006, SCRE Summary of Disputed Disbursements from Account (by Type)
(Exhibit 42 to Community First's Memorandum in Support of its Motion for Summary Judgment)

	A	B	C	D	E
1	**Date**	**Debit**	**Recipient of Disbursement**	**Notes**	**Source**
133	8/24/2010	$648.13	Toyota		CFB003787, CFB003795
134	9/23/2010	$648.13	Toyota		CFB003796, CFB003798
135	Subtotal	$7,023.39	Car		
136	**TOTAL**	**$2,191,352.65**			

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EXHIBIT 43

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 12/31/2007
DOCUMENTS: 4

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
1
COLUMBIA SC 29205 3

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/30/07	296,587.54
INVESTMENT COUNTER WITHDRAWAL	1,146.98		12/12/07	295,440.56
/ESTMENT COUNTER WITHDRAWAL	173.02		12/17/07	295,267.54
DEPOSIT		136,829.58	12/18/07	432,097.12
MISCELLANEOUS DEBIT	40,000.00		12/18/07	392,097.12
TAX	310,510.75		12/31/07	81,586.37
INTEREST		1,215.23	12/31/07	82,801.60
BALANCE THIS STATEMENT			12/31/07	82,801.60

TOTAL CREDITS	(2)	138,044.81	AVG AVAILABLE BALANCE		325,062.98
TOTAL DEBITS	(4)	351,830.75	AVERAGE BALANCE		329,476.84

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	329,476.84	INTEREST EARNED:	1,215.23
AVERAGE AVAILABLE BALANCE:	325,062.98	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,215.23	ANNUAL PERCENTAGE YIELD EARNED:	4.49%
INTEREST PAID 2007:	14,215.40		

* * * C O N T I N U E D * * *

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT: [redacted]1950

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 01/31/2008
DOCUMENTS: 7

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
2
COLUMBIA SC 29205 5

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/07	82,801.60
DEPOSIT		12,400.00	01/07/08	95,201.60
		310,510.75	01/07/08	405,712.35
VESTMENT COUNTER WITHDRAWAL	20,000.00		01/14/08	385,712.35
MISCELLANEOUS DEBIT	850.00		01/16/08	384,862.35
MISCELLANEOUS DEBIT	1,525.00		01/16/08	383,337.35
INVESTMENT COUNTER WITHDRAWAL	5,000.00		01/17/08	378,337.35
DEPOSIT		5,433.76	01/18/08	383,771.11
INVESTMENT COUNTER WITHDRAWAL	4,275.16		01/23/08	379,495.95
INTEREST		1,218.06	01/31/08	380,714.01
BALANCE THIS STATEMENT			01/31/08	380,714.01

TOTAL CREDITS	(4)	329,562.57	AVG AVAILABLE BALANCE	328,067.08
TOTAL DEBITS	(5)	31,650.16	AVERAGE BALANCE	329,168.21

* * * C O N T I N U E D * * *

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	329,168.21	INTEREST EARNED:	1,218.06
AVERAGE AVAILABLE BALANCE:	328,067.08	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,218.06	ANNUAL PERCENTAGE YIELD EARNED:	4.46%
INTEREST PAID 2008:	1,218.06		
INTEREST PAID 2007:	14,215.40		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 12/31/2008
DOCUMENTS: 6

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
1
COLUMBIA SC 29205 5

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			11/28/08	118,515.97
FUNDS TRANSFER	7,500.00		12/03/08	111,015.97
MISCELLANEOUS DEBIT	10,000.00		12/05/08	101,015.97
CORRECTION ENTRY OF 12/03		7,500.00	12/08/08	108,515.97 *
BAKERANDBAKER BAKER		5,433.76	12/15/08 ACH	113,949.73
FBO Debi Baker Brookshire		36,720.00	12/17/08 ACH	150,669.73
MISCELLANEOUS DEBIT	16,500.00		12/17/08	134,169.73
MISCELLANEOUS DEBIT	21,500.00		12/17/08	112,669.73
FUNDS TRANSFER	15,000.00		12/18/08	97,669.73
DEPOSIT		18,900.00	12/19/08	116,569.73
INVESTMENT COUNTER WITHDRAWAL	40,200.00		12/26/08	76,369.73
INTEREST		201.10	12/31/08	76,570.83
BALANCE THIS STATEMENT			12/31/08	76,570.83

TOTAL CREDITS	(5)	68,754.86	AVG AVAILABLE BALANCE		103,469.72
TOTAL DEBITS	(6)	110,700.00	AVERAGE BALANCE		105,187.90

I N T E R E S T

AVERAGE LEDGER BALANCE:	105,187.90	INTEREST EARNED:	201.10
AVERAGE AVAILABLE BALANCE:	103,469.72	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	201.10	ANNUAL PERCENTAGE YIELD EARNED:	2.17%
INTEREST PAID 2008:	5,128.96		

* * * C O N T I N U E D * * *

* No levy available for this date, Resolved

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DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 07/30/2010
DOCUMENTS: 14

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DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 12
COLUMBIA SC 29205

****

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

3 AVAILABLE BALANCE	68,747.01	LAST STATEMENT 06/30/10	71,225.08
AVERAGE BALANCE	68,747.01	4 CREDITS	227,250.23
		13 DEBITS	85,428.12
		THIS STATEMENT 07/30/10	213,047.89

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/27	33,235.82		07/29	188,575.00			

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	07/15	5,433.76 ACH
INTEREST	07/30	5.65

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	07/01	3,000.00
MISCELLANEOUS DEBIT	07/13	250.00
FUNDS TRANSFER	07/13	2,500.00
MISCELLANEOUS DEBIT	07/14	2,500.00
FUNDS TRANSFER	07/16	2,500.00

* * * C O N T I N U E D * * *

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DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

- - - - - - - - - - OTHER DEBITS - - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
T.M.C.C LOAN PMT	07/22	648.13
FUNDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FUNDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FUNDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FUNDS TRANSFER	07/06	5,000.00

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	54.76		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,225.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.79	07/22	52,761.41	07/30	213,047.89
07/14	57,975.78	07/26	15,318.10		

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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

EXHIBIT 44

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 08/31/2007
DOCUMENTS: 3

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30
1
COLUMBIA SC 29205 2

****
* SHOULD YOU BE A BORROWER, COBORROWER, OR GUARANTOR ON A CONSUMER *
* PURPOSE LOAN WITH COMMUNITY FIRST BANK, WE MAY REPORT INFORMATION *
* ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, *
* OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT *
* BUREAU REPORT. *
****
********** NOTIFICATION OF CHANGE IN TERMS **********
*
* ON JUNE 15, 2007, THE FOLLOWING FEES WILL TAKE EFFECT: *
* $30.00 PER ITEM FEE FOR RETURNING OVERDRAFTS *
* $30.00 PER ITEM FEE FOR PAYING OVERDRAFTS *
* $30.00 PER ITEM FOR STOP PAYMENT (ALL ITEMS, CHECKS, ACH PAYMENTS) *
*
****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/07	680,442.39
FUNDS TRANSFER	20,000.00		08/14/07	660,442.39
FUNDS TRANSFER	25,000.00		08/14/07	635,442.39
FUNDS TRANSFER		168.13	08/23/07	635,610.52
INTEREST		2,717.65	08/31/07	638,328.17
BALANCE THIS STATEMENT			08/31/07	638,328.17
TOTAL CREDITS (2)	2,885.78	AVG AVAILABLE BALANCE		654,362.16
TOTAL DEBITS (2)	45,000.00	AVERAGE BALANCE		654,362.16

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	654,362.16	INTEREST EARNED:	2,717.65
AVERAGE AVAILABLE BALANCE:	654,362.16	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	2,717.65	ANNUAL PERCENTAGE YIELD EARNED:	5.00%
INTEREST PAID 2007:	7,041.54		

* * * C O N T I N U E D * * *

DOCUMENTS:

DEBI BAKER BROOKSHIRE TRUST

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

RESEARCH ITEM PRINT 10/24/13 09:36 PAGE: 1

POSTING DATE: AUGUST 14, 2007

SEQUENCE: 99971000079
ORIG. SEQUENCE: 00012791020
POCKET: 1
DBCR: D

SERIAL: 70000519
ROUTING: 053202130
ACCOUNT: [redacted]1950
TRANCODE: 66
AMOUNT: $ 20,000.00

Wire/Funds Transfer Payment Order 70000519

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201607
Name of Institution: BB&T
Branch Information:
Beneficiary's Name: DEBI BROOKSHIRE
Address: 1707 DEVINE ST, COLUMBIA, SC 29205
Account Number (if any): [redacted]5290
Instructions:

The undersigned requests payment to be made to the beneficiary or account number named below. To the extent not prohibited by law, the undersigned agrees that you were careful in connection with and that the sole responsibility of the institution named above is to exercise ordinary care in processing this wire transfer and that it is not responsible for any failure or delay which is not a result of any other party's involvement in processing this transfer.

OutGoing-DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (if not numbered above):
Date: 08/14/2007 Time: 11:43:58 AM Fee $ 0.00
Method of Payment: Other
System: [X] Fedwire [ ] S.W.I.F.T. [ ] CHIPS [ ] Telex [ ] Other
Prepared By: Record Kept? [ ] Yes

ORIGINATOR DATA

Sender's Name: DEBI BROOKSHIRE
Address:
Phone No. ( ) - D.L. No.
Account No [redacted]1950 Dollar Amount: $ 20000.00
Sender's Signature: X

:053202130: 300701950" 066 "000 2000000"

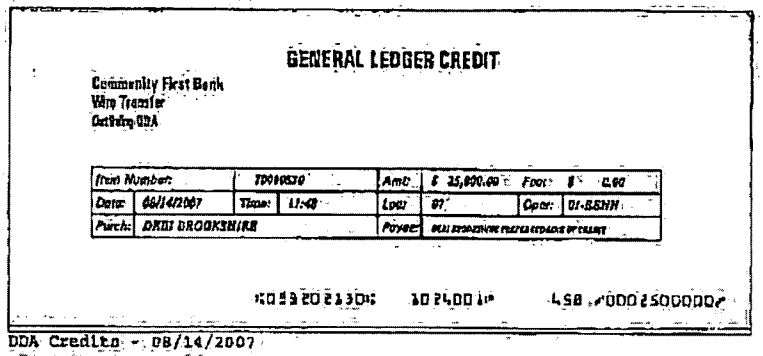
MISSING IMAGE NOTICE

Institution Name:	Community First Bank
Institution ID:	E32130
Item Date:	20070814
Sequence:	99971000079
Serial:	70000519
Routing:	053202130
Account:	[redacted]1950
Trancode:	66
Amount:	2000000
Missing Reason:	Could Not Create Image

CFB002571

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



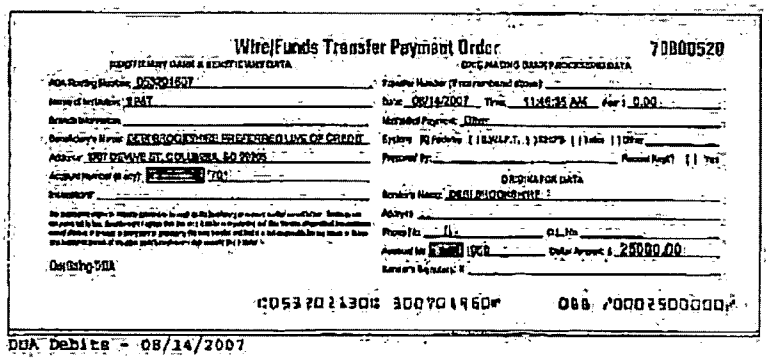
GENERAL LEDGER CREDIT

Community First Bank
Wire Transfer
Outbnd DDA

Trans Number:	T0010520		Amt:	$ 25,000.00	Fee:	$ 0.00	
Date:	08/14/2007	Time:	11:48	Log:	07	Oper:	DI-SSHH
Purch:	DEBI BROOKSHIRE		Payee:	[illegible]			

:053202130: 30240018* 458 *000250000000*

DDA Credits - 08/14/2007



Wire/Funds Transfer Payment Order 70800520

RECEIVER AND BANK & BENEFICIARY DATA — ORIGINATING BANK PROCESSING DATA

ABA Routing Number: 053202130
Name of Institution: FIRST
Branch Information:
Beneficiary's Name: DEBI BROOKSHIRE FIRST FEDERAL LIFE OF CREDIT
Address: 1007 DEVINE ST, COLUMBIA, SC 29205
Account Number (if any): [redacted]701
Instructions:

Transfer Number (Transmitted above): —
Date: 08/14/2007 Time: 11:46:35 AM Fee: $ 0.00
Method of Payment: Other
System: [illegible]
Prepared By: — Received Night? [ ] Yes

ORIGINATOR DATA

Originator's Name: DEBI BROOKSHIRE
Address:
Phone No.: — O.I. No.: —
Amount for [redacted] USD — Dollar Amount: $ 25000.00
Originator's Signature: X

Originating DDA

:053202130: 30070196O* 088 *000250000000*

DDA Debits - 08/14/2007

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 01/31/2008
DOCUMENTS: 7

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
2
COLUMBIA SC 29205 5

****

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST, ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81). PHONE (864)224-0178.

****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/07	82,801.60
DEPOSIT		12,400.00	01/07/08	95,201.60
		310,510.75	01/07/08	405,712.35
INVESTMENT COUNTER WITHDRAWAL	20,000.00-		01/14/08	385,712.35
MISCELLANEOUS DEBIT	850.00-		01/16/08	384,862.35
MISCELLANEOUS DEBIT	1,525.00-		01/16/08	383,337.35
INVESTMENT COUNTER WITHDRAWAL	5,000.00-		01/17/08	378,337.35
DEPOSIT		5,433.76	01/18/08	383,771.11
INVESTMENT COUNTER WITHDRAWAL	4,275.16-		01/23/08	379,495.95
INTEREST		1,218.06	01/31/08	380,714.01
BALANCE THIS STATEMENT			01/31/08	380,714.01

TOTAL CREDITS	(4)	329,562.57	AVG AVAILABLE BALANCE	328,067.08
TOTAL DEBITS	(5)	31,650.16	AVERAGE BALANCE	329,168.21

* * * C O N T I N U E D * * *

$4,275.16
Purchased cc # 70003928
payable to Sue C Hott
+ check deposited to
acct of Benjamin Hott
[redacted]2360 on
1-16-08
(7 days prior to purchase date)

CFB002646

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	329,168.21	INTEREST EARNED:	1,218.06
AVERAGE AVAILABLE BALANCE:	328,067.08	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	1,218.06	ANNUAL PERCENTAGE YIELD EARNED:	4.46%
INTEREST PAID 2008:	1,218.06		
INTEREST PAID 2007:	14,215.40		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

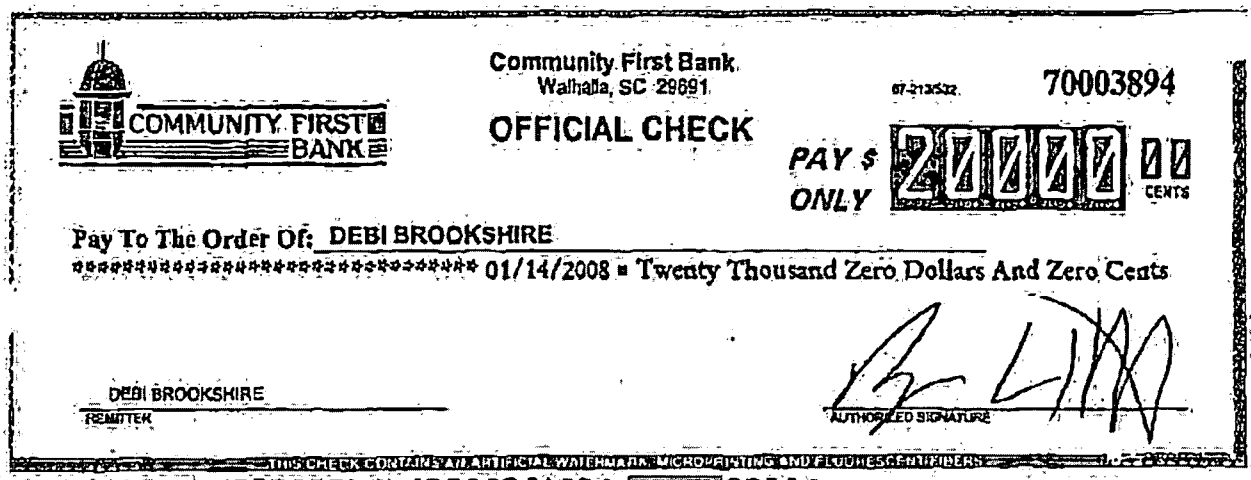
	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

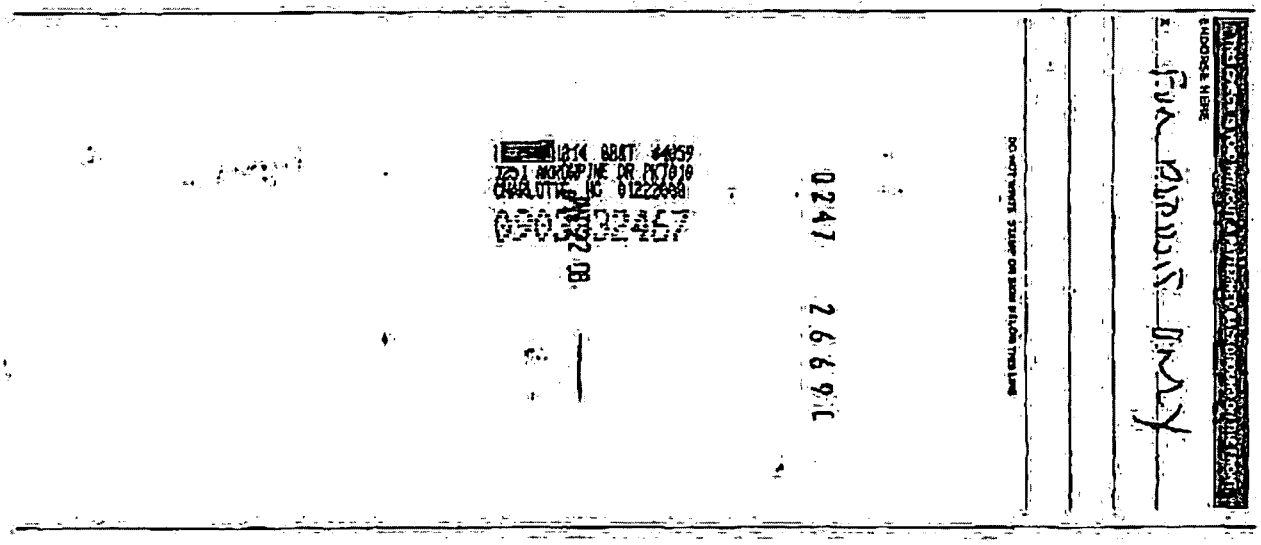
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ING DATE: JANUARY 24, 2008

QUENCE: 990000012760
ID. SEQUENCE: 1000000033320
CKRT: 1
CR: D

RIAL: 70003894
UTING: 053202130
COUNT: [redacted]083
NCODE: 60
OUNT: $ 20,000.00





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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 02/29/2008
DOCUMENTS: 7

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
2
COLUMBIA SC 29205 5

****
*
* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST.
* ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
* PHONE (864)224-0178.
*
****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			01/31/08	380,714.01
MISCELLANEOUS DEBIT	1,345.00*		02/07/08	379,369.01
CELLANEOUS DEBIT	5,000.00*		02/07/08	374,369.01
IDS TRANSFER	23,608.75*		02/13/08	350,760.26
DEPOSIT		1,475.62	02/19/08	352,235.88
DEPOSIT		5,433.76	02/21/08	357,669.64
DEPOSITED ITEM(S) RETURNED	75.00*		02/25/08	357,594.64
INVESTMENT COUNTER WITHDRAWAL	37.22*		02/26/08	357,557.42
	1,156.01*		02/26/08	356,401.41
TRF	8,500.00*		02/29/08	347,901.41
INTEREST		939.51	02/29/08	348,840.92
SERVICE CHARGE	4.00		02/29/08	348,836.92
BALANCE THIS STATEMENT			02/29/08	348,836.92

TOTAL CREDITS	(3)	7,848.89	AVG AVAILABLE BALANCE	363,379.34
TOTAL DEBITS	(8)	39,725.98	AVERAGE BALANCE	363,617.59

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	363,617.59	INTEREST EARNED:	939.51
AVERAGE AVAILABLE BALANCE:	363,379.34	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	939.51	ANNUAL PERCENTAGE YIELD EARNED:	3.30%
INTEREST PAID 2008:	2,157.57		
INTEREST PAID 2007:	14,215.40		

- - - ITEMIZATION OF SERVICE CHARGE PAID THIS PERIOD - - -

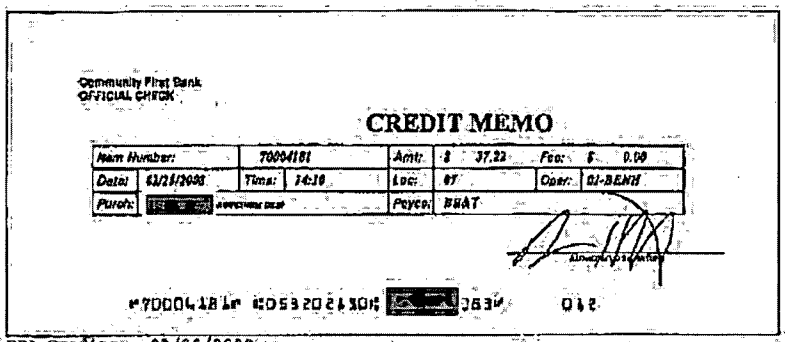
TOTAL CHARGEBACK FEE: 4.00

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



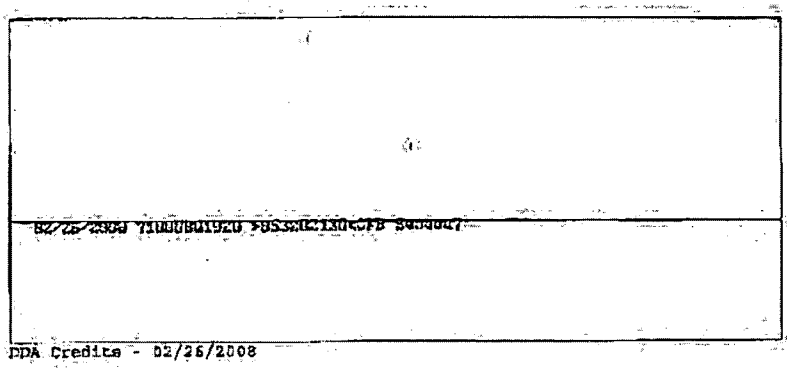
Community First Bank
OFFICIAL CHECK

CREDIT MEMO

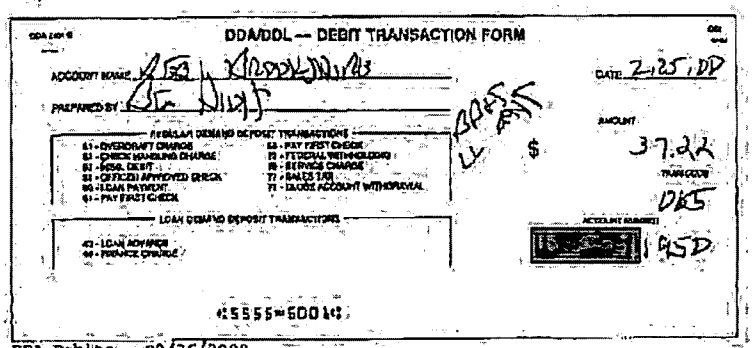
Main Number:		70004181		Amt:	$ 37.22	Fee:	$ 0.00
Date:	02/26/2008	Time:	14:10	Loc:	07	Oper:	02-BENN
Purch:	[redacted]			Payee:	BHAT		

⑈70004181⑈ ⑆053202430⑆ [redacted] 0634 010

DDA Credits - 02/26/2008



DDA Credits - 02/26/2008



DDA/DDL — DEBIT TRANSACTION FORM

ACCOUNT NAME [redacted]

PREPARED BY [redacted]

DATE 2-25-08

AMOUNT $ 37.22

TRAN CODE 065

ACCOUNT NUMBER [redacted] 450

FEDERAL DEMAND DEPOSIT TRANSACTIONS

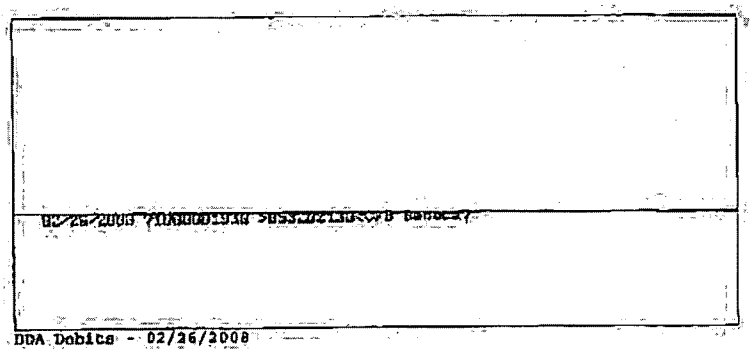
01 - OVERDRAFT CHARGE
02 - CHECK HANDLING CHARGE
03 - MISC. DEBIT
04 - OFFICIAL APPROVED CHECK
05 - LOAN PAYMENT
06 - PAY FIRST CHECK
08 - PAY FIRST CHECK
70 - FEDERAL WITHHOLDING
76 - SERVICE CHARGE
77 - SALES TAX
78 - CLOSE ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS

42 - LOAN ADVANCE
44 - FINANCE CHARGE

⑆5555⑆5001⑆

DDA Debits - 02/26/2008



DDA Debits - 02/26/2008

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 03/31/2008
DOCUMENTS: 6

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
1-5
COLUMBIA SC 29205

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			02/29/08	348,836.92
INVESTMENT COUNTER WITHDRAWAL	8,000.00		03/03/08	340,836.92
MISCELLANEOUS DEBIT	2,224.00		03/13/08	338,612.92
INVESTMENT COUNTER WITHDRAWAL	16,000.00		03/13/08	322,612.92
DEPOSIT		5,433.76	03/17/08	328,046.68
LOAN PAYMENT	14,686.31		03/27/08	313,360.37
INVESTMENT COUNTER WITHDRAWAL	550.00		03/31/08	312,810.37
INVESTMENT COUNTER WITHDRAWAL	20,000.00		03/31/08	292,810.37
INTEREST		908.71	03/31/08	293,719.08
BALANCE THIS STATEMENT			03/31/08	293,719.08
TOTAL CREDITS (2)	6,342.47	AVG AVAILABLE BALANCE		329,605.79
TOTAL DEBITS (6)	61,460.31	AVERAGE BALANCE		329,781.07

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	329,781.07	INTEREST EARNED:	908.71
AVERAGE AVAILABLE BALANCE:	329,605.79	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	908.71	ANNUAL PERCENTAGE YIELD EARNED:	3.29%
INTEREST PAID 2008:	3,066.28		

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

SEARCH ITEM PRINT 08/26/13 10:47 PAGE: 1

ING DATE: MARCH 31, 2008

QUENCE: 9707100833O
IG. SEQUENCE: 710000083330-003
CKET: 6
CH: O

RIAL: 0
UTING: 053202130
COUNT: [redacted]1001
ANCODE: 458
OUNT: $ 20,000.00

GENERAL LEDGER CREDIT

Community First Bank
Wire Transfer
OutGoing-DDA

Item Number:		70000792		Amt:	$ 20,000.00	Fee:	$ 0.00
Date:	03/31/2008	Time:	08:05	Loc:	07	Oper:	01-BENH
Purch:	DEBI BAKER BROOKSHIRE			Payee:	DEBI BAKER BROOKSHIRE		

:053202130: 10240016 458 '000 2000000'

03/31/2008 7100C80B338 >853202130<CFB Seneca7

CFB002702

671

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

### Message Disposition	{1100}	02 P 2
Acceptance Timestamp	{1110}	0331 1153 FT01
CMAD	{1120}	20080331 E3QP022C 000178 0331 1153 FT01
Sndr Supplied Info	{1500}	02053202137
Type/Subtype Code	{1510}	1000
IMAD	{1520}	20080331 QMGFT013 001200
Amount	{2000}	620,000.00
Sender DI	{3100}	053202130CFB WALHALLA SC
Sender Reference	{3320}	70000792
Receiver DI	{3400}	053201607BB&T
Business Function	{3600}	CTR
Beneficiary	{4200}	[redacted]5290 DEBI BAKER BROOKSHIRE
Originator	{5000}	[redacted]1950 DEBI BAKER BROOKSHIRE

Fed confirmation

ELECTRONICALLY FILED - 2016 Dec-09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000.00007 03 PAGE: 1
ACCOUNT: [redacted]1950 05/30/2008
DOCUMENTS: 5

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
1
COLUMBIA SC 29205 4

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			04/30/08	168,037.08
CELLANEOUS DEBIT	7,922.00		05/05/08	160,115.08
CELLANEOUS DEBIT	150,000.00		05/05/08	10,115.08
DS TRANSFER	10,000.00		05/12/08	115.08
INT ON 50,000 From Bkft 1002523600		1,479.45	05/13/08	1,594.53
DEPOSIT		5,433.76	05/19/08	7,028.29
INVESTMENT COUNTER WITHDRAWAL	235.35		05/23/08	6,792.94
INTEREST		59.01	05/30/08	6,851.95
BALANCE THIS STATEMENT			05/30/08	6,851.95

TOTAL CREDITS	(3) 6,972.22	AVG AVAILABLE BALANCE	27,655.30
TOTAL DEBITS	(4) 168,157.35	AVERAGE BALANCE	27,836.42

I N T E R E S T

AVERAGE LEDGER BALANCE:	27,836.42	INTEREST EARNED:	59.01
AVERAGE AVAILABLE BALANCE:	27,655.30	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	59.01	ANNUAL PERCENTAGE YIELD EARNED:	2.63%
INTEREST PAID 2008:	3,744.83		

* * * C O N T I N U E D * * *

DEBI BAKER BROOKSHIRE TRUST

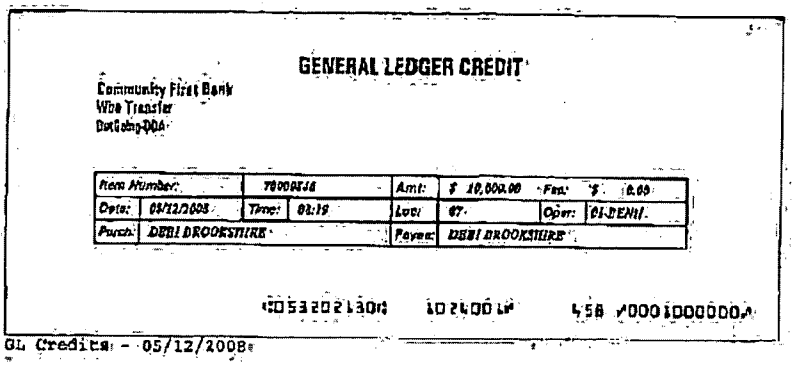
PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



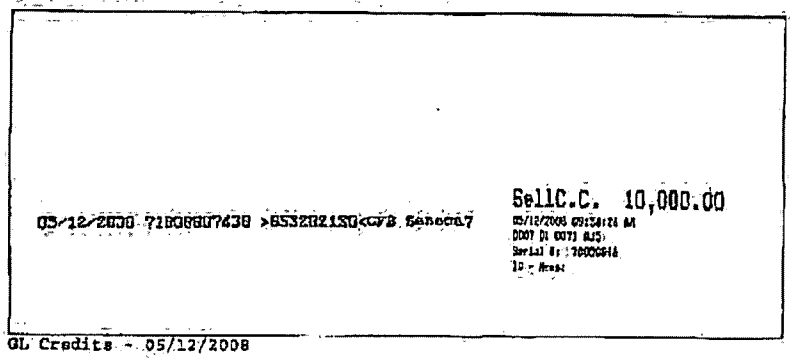
GENERAL LEDGER CREDIT

Community First Bank
Wire Transfer
DotGetsy-DDA

Item Number:	70000818		Amt:	$ 10,000.00	Fee:	$ 0.00	
Date:	05/12/2008	Time:	08:19	Loc:	07	Oper:	01-DENI
Purch:	DEBI BROOKSHIRE			Payee:	DEBI BROOKSHIRE		

⑆053202130⑆ 102400 ⑈ 458 ⑈000010000000⑈

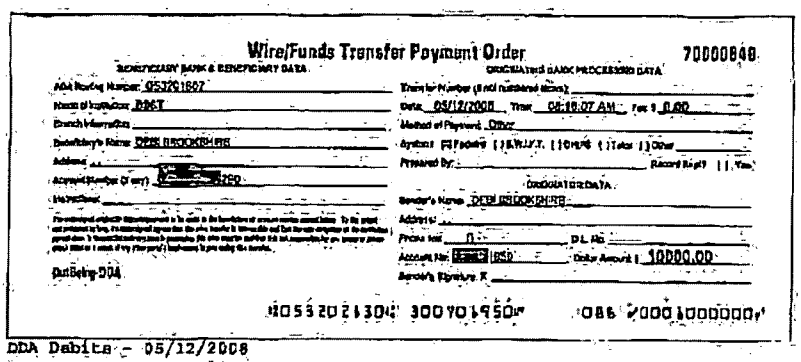
GL Credits - 05/12/2008



05/12/2008 71000807438 >853202130<CFB Seneca7

SellC.C. 10,000.00
05/12/2008 08:20:26 AM
0007 01 0073 AJS
Serial #: 70000818
ID = Area1

GL Credits - 05/12/2008



Wire/Funds Transfer Payment Order 70000848

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201807
Name of Institution: DNBT
Branch Information:
Beneficiary's Name: DEBI BROOKSHIRE
Address:
Account Number (if any): [redacted]3259
Instructions:

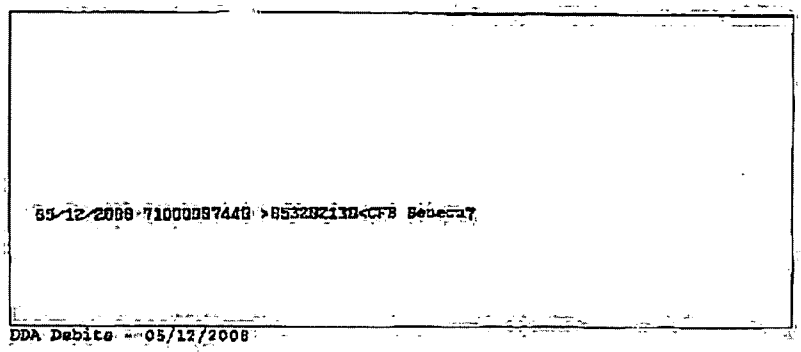
DotGetsy-DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (if not sustained above):
Date: 05/12/2008 Time: 08:19:07 AM Fee $ 0.00
Method of Payment: Other
Systems: [ ] Fedwire [ ] S.W.I.F.T. [ ] CHIPS [ ] Telex [ ] Other
Prepared By: Record Kept? [ ] Yes
ORIGINATOR DATA
Sender's Name: DEBI BROOKSHIRE
Address:
Phone No. ( ) DL No.
Account No: [redacted] USD Dollar Amount: 10000.00
Sender's Signature X

⑆053202130⑆ 300701950⑈ 086 ⑈000010000000⑈

DDA Debits - 05/12/2008



05/12/2008 71000807440 >853202130<CFB Seneca7

DDA Debits - 05/12/2008

CFB002729

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Community First Bank
MONEY ORDER

CREDIT MEMO

Item Number:		78004706		Amt:	$ 235.35	Fee:	$ 0.00
Date:	05/22/2008	Time:	18:44	Loc:	07	Oper:	DI-BSNS
Pwch:	BROOKSHIRE			Payee:	BB&T FINANCIAL FSB		

AUTHORIZED SIGNATURE

⑈70000470⑈ ⑆053202130⑆ 800100257⑈ 042

DDA Credits - 05/23/2008

05/23/2008 71868804C08 >B53202130<CFB Seneca7 SellM.O. 235.35
05/23/2008 10:11:15 AM
0007 03 0074 MSPst
Serial #: 78004706

DDA Credits - 05/23/2008

DDA/DDL — DEBIT TRANSACTION FORM

ACCOUNT NAME [illegible]

PREPARED BY [illegible]

DATE 5/23/08

AMOUNT $ 235.35

DRAFT CREDIT MEMO

REGULAR DEMAND DEPOSIT TRANSACTIONS
54 - OVERDRAFT CHARGE
52 - CHECK (INHOUSE CHARGE)
53 - MISC. DEBIT
64 - OFFICERS APPROVED CHECK
60 - LOAN PAYMENT
61 - PAY FIRST CHECK
80 - PAY FIRST CHECK
73 - FEDERAL WITHHOLDING
71 - SERVICE CHARGE
77 - SALES TAX
99 - CLOSE ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS
43 - LOAN ADVANCE
44 - FINANCE CHARGE

DRAW CODE D65

ACCOUNT NUMBER [illegible] 195D

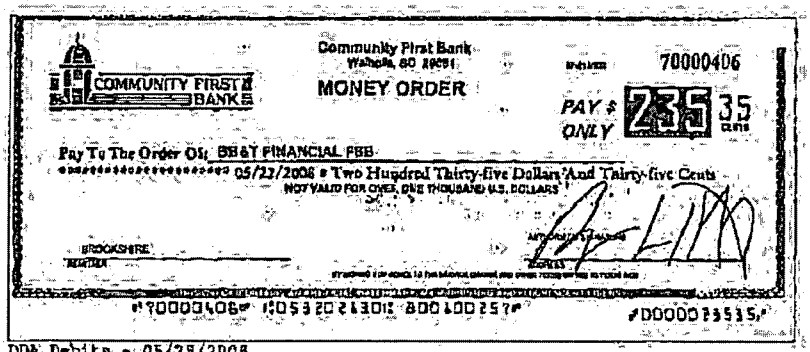
⑆55555⑆500⑆

DDA Debits - 05/23/2008

05/23/2008 71908884C08 >B53202130<CFB Seneca7 OnUsCk 235.35
[illegible] BROOKSHIRE
05/23/2008 10:31:58 AM
0007 03 0076 MSPst

DDA Debits - 05/23/2008

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



Community First Bank
Walhalla, SC 29691

70000406

COMMUNITY FIRST BANK

MONEY ORDER

PAY $ 235 35 cents
ONLY

Pay To The Order Of BB&T FINANCIAL FSB

05/27/2008 ** Two Hundred Thirty-five Dollars And Thirty-five Cents

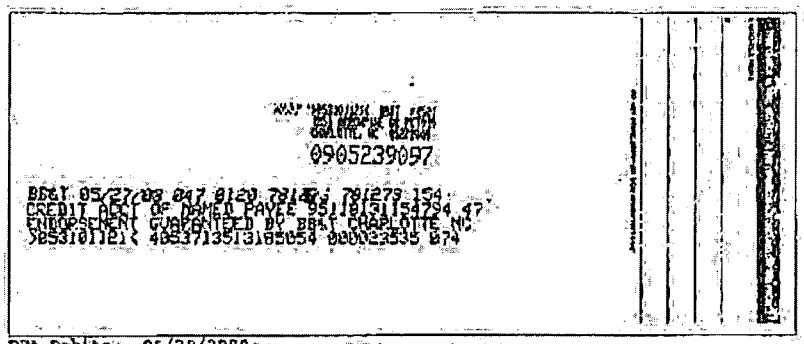
NOT VALID FOR OVER ONE THOUSAND U.S. DOLLARS

BROOKSHIRE

AUTHORIZED SIGNATURE

⑈70000406⑈ ⑆053202130⑆ 800400257⑈ ⑈00000235 35⑈

DDA Debits - 05/29/2008



0905239097

BB&T 05/27/08 047 8120 78145; 78127B 154
CREDIT AGNT OF NAMED PAYEE 951813154784 47
ENDORSEMENT GUARANTEED BY BB&T CHARLOTTE NC
⑆053101121⑆ 4083713513185054 0800235 35 074

DDA Debits - 05/29/2008

CFB002732

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 06/30/2008
DOCUMENTS: 10

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
3
COLUMBIA SC 29205 7

****

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST.
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81)
PHONE (864)224-0178.

****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			05/30/08	6,851.95
ESTMENT COUNTER WITHDRAWAL	1,146.98		06/04/08	5,704.97
T LOAN PHONEPYMNT	165.00		06/05/08	5,539.97
BB&T LOAN PHONEPYMNT	1,005.00		06/05/08	4,534.97
DEPOSIT		68,108.77	06/09/08	72,643.74
FUNDS TRANSPER	10,000.00		06/10/08	62,643.74
DEPOSIT		7,922.00	06/16/08	70,565.74
INVESTMENT COUNTER WITHDRAWAL	10,000.00		06/16/08	60,565.74
INVESTMENT COUNTER WITHDRAWAL	35,000.00		06/16/08	25,565.74
DEPOSIT		5,433.76	06/20/08	30,999.50
INVESTMENT COUNTER WITHDRAWAL	3,000.00		06/23/08	27,999.50
INVESTMENT COUNTER WITHDRAWAL	945.42		06/25/08	27,054.08
INVESTMENT COUNTER WITHDRAWAL	1,146.98		06/25/08	25,907.10
INTEREST		45.49	06/30/08	25,952.59
BALANCE THIS STATEMENT			06/30/08	25,952.59

TOTAL CREDITS	(4)	81,510.02	AVG AVAILABLE BALANCE	26,517.80
TOTAL DEBITS	(9)	62,409.38	AVERAGE BALANCE	29,240.70

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	29,240.70	INTEREST EARNED:	45.49
AVERAGE AVAILABLE BALANCE:	26,517.80	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	45.49	ANNUAL PERCENTAGE YIELD EARNED:	2.04%
INTEREST PAID 2008:	3,790.32		
TAX IDENTIFICATION NUMBER:	20-6675546		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

INST : 008
REPORT: IBS -027 19.06.0
SYSTEM: 06/05/2008 18:35

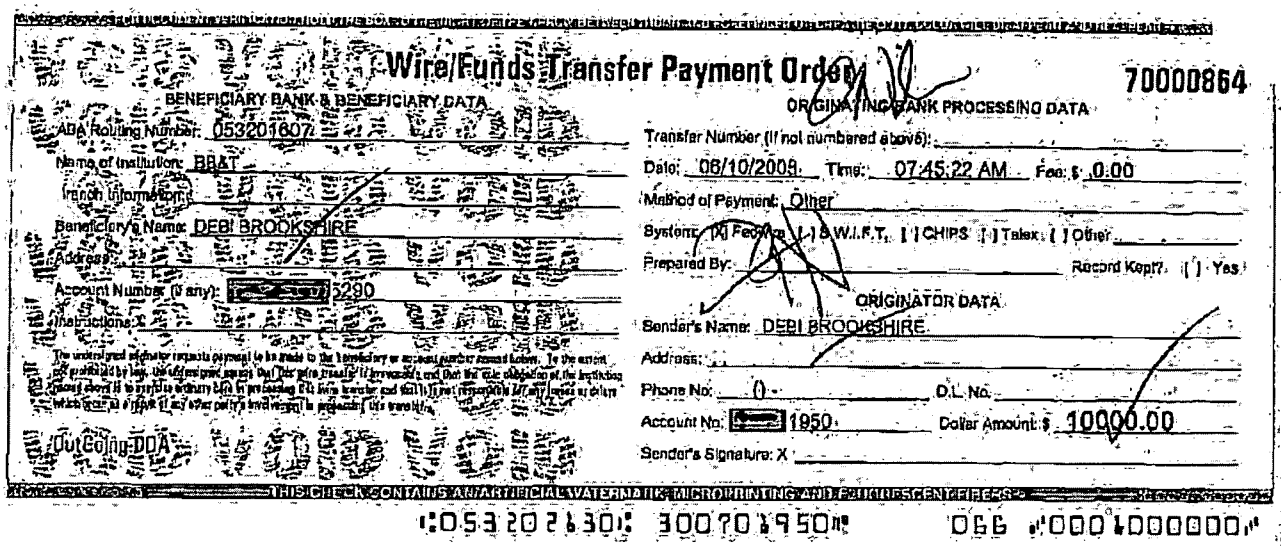
COMMUNITY T BANK
ITEM ENT STEM
BLOCK LISTING
BLOCK: 0096

PAG 279
RUN DAT 05/2008
PROCESSED THRU: 06/05/2008

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	PKT	DESCRIPTION
Redacted								
1543.00	0532-0213		950	06/05/08	1,005.00		064	01 BB&T LOAN PHONEPYMNT
1544.00	0532-0213		950	06/05/08	165.00		064	01 BB&T LOAN PHONEPYMNT
Redacted								

089

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



Wire/Funds Transfer Payment Order

70000864

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201607

Name of Institution: BB&T

Branch Information:

Beneficiary's Name: DEBI BROOKSHIRE

Address:

Account Number (if any): [redacted]5280

Instructions:

The undersigned originator requests payment to be made to the beneficiary or account number or account listed. To the extent not prohibited by law, the undersigned agrees that if this wire transfer is processed, and that the sole obligation of the institution processing above is to pursue ordinary care in processing this wire transfer and shall in no event be responsible for any loss or delay which occurs at a point in any other party's involvement in processing this wire transfer.

Outgoing-DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (if not numbered above):

Date: 08/10/2009 Time: 07:45:22 AM Fee: $ 0.00

Method of Payment: Other

System: [X] FedWire [ ] S.W.I.F.T. [ ] CHIPS [ ] Telex [ ] Other

Prepared By: Record Kept? [ ] Yes

ORIGINATOR DATA

Sender's Name: DEBI BROOKSHIRE

Address:

Phone No: ( ) - D.L. No.

Account No: [redacted]1950 Dollar Amount: $ 10000.00

Sender's Signature: X

THIS CHECK CONTAINS AN ARTIFICIAL WATERMARK, MICROPRINTING AND FLUORESCENT FIBERS

:053201630: 300701950" 066 "0001000000"

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

FedPayments Manager℠ -- Funds

Environment:	Front-End-PROD	ABA:	053202130
Mode:	PROD	Service Unit:	05320213
Cycle Date:	06/11/2008	System Date/Time:	06/11/2008 12:24:33

Status:	Completed	Message Type:	Standard
Create Time:	06/10/2008 09:36:40	Test/Prod:	Prod
IMAD:	20080610 QMGFT003 000162 06100959		
OMAD:	20080610 E3QP022C 000052 06100959		

BASIC INFORMATION

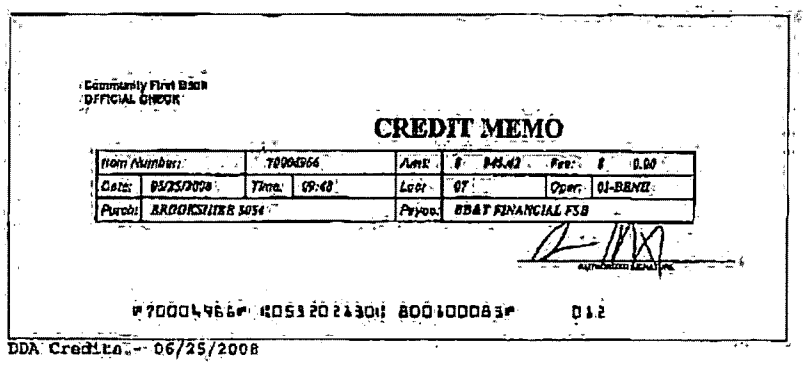
Sender ABA (3100):	053202130 CFB WALHALLA SC
Receiver ABA (3400):	053201607 BB&T
Amount (2000):	10,000.00
Type Code (1510):	1000 - Transfer of Funds
Business Function (3600):	CTR - Customer Transfer
Reference Number (3320):	70000864

INSTITUTION INFORMATION

Originator (5000)	
ID Code:	D - DDA Account Number
Identifier:	[redacted]1950
Name:	DEBI BROOKSHIRE
Beneficiary (4200)	
ID Code:	D - DDA Account Number
Identifier:	[redacted]5290
Name:	DEBI BROOKSHIRE

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09, 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



Community First Bank
OFFICIAL CHECK

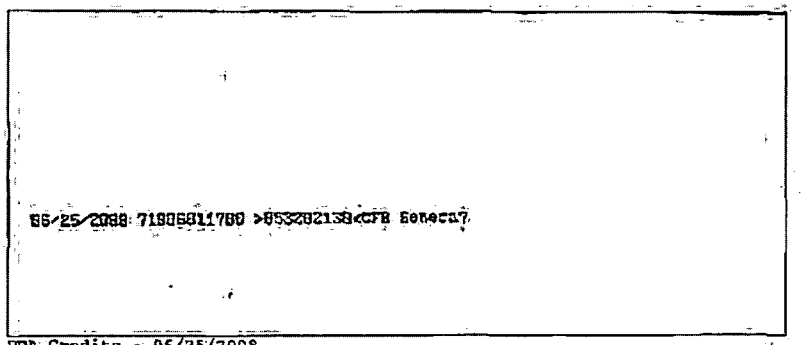
CREDIT MEMO

Item Number:		70004966		Amt:	$ 945.42	Fee:	$ 0.00
Date:	06/25/2008	Time:	09:40	Last:	07	Oper:	01-BENZ
Payor:	BROOKSHIRE 3054			Payee:	BB&T FINANCIAL FSB		

Authorized Signature

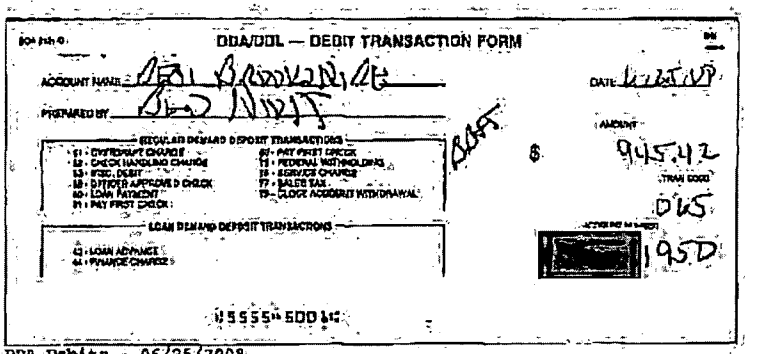
⑈70004966⑈ ⑆053202130⑆ 800100083⑈ 012

DDA Credits - 06/25/2008



06/25/2008 71000811790 >853202138<CFB General

DDA Credits - 06/25/2008



DDA/DDL — DEBIT TRANSACTION FORM

ACCOUNT NAME: BBT Brookshire #3

PREPARED BY: Cindy Hall

DATE: 6/25/08

REGULAR DEMAND DEPOSIT TRANSACTIONS
01 - OVERDRAFT CHARGE
02 - CHECK HANDLING CHARGE
03 - MISC. DEBIT
04 - DIFFER APPROVED CHECK
05 - LOAN PAYMENT
11 - PAY FIRST CHECK
07 - PAY FIRST CHECK
11 - FEDERAL WITHHOLDING
18 - SERVICE CHARGE
77 - SALES TAX
79 - CLOSE ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS
43 - LOAN ADVANCE
44 - FINANCE CHARGES

BBT

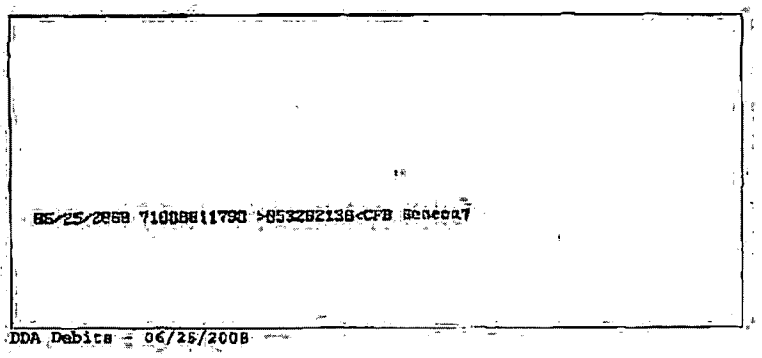
$ 945.42

TRAN CODE: 045

ACCOUNT NUMBER: [redacted] 195D

⑆5555⑆ 500⑆

DDA Debits - 06/25/2008



06/25/2008 71000811790 >853202138<CFB General

DDA Debits - 06/25/2008

CFB002752

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 07/31/2008
DOCUMENTS: 12

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0.
2
COLUMBIA SC 29205 10

****

* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST, ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81). PHONE (864)224-0178. *

****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			06/30/08	25,952.59
FUNDS TRANSFER	10,000.00		07/03/08	15,952.59
INVESTMENT COUNTER WITHDRAWAL	124.95		07/11/08	15,827.64
FUNDS TRANSFER	10,000.00		07/16/08	5,827.64
DEPOSIT		5,433.76	07/18/08	11,261.40
DEPOSIT		18,000.00	07/18/08	29,261.40
INVESTMENT COUNTER WITHDRAWAL	134.95		07/22/08	29,126.45
INVESTMENT COUNTER WITHDRAWAL	756.00		07/22/08	28,370.45
INVESTMENT COUNTER WITHDRAWAL	12,000.00		07/22/08	16,370.45
INVESTMENT COUNTER WITHDRAWAL	1,146.98		07/25/08	15,223.47
	4,100.00		07/25/08	11,123.47
FUNDS TRANSFER	10,000.00	Seed	07/28/08	1,123.47
MISCELLANEOUS DEBIT	888.68		07/30/08	234.79
INT FF SOLD		15,000.00	07/31/08	15,234.79
INTEREST		14.99	07/31/08	15,249.78
BALANCE THIS STATEMENT			07/31/08	15,249.78
TOTAL CREDITS (4)	38,448.75	AVG AVAILABLE BALANCE		13,460.06
TOTAL DEBITS (10)	49,151.56	AVERAGE BALANCE		15,727.84

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

INTEREST

AVERAGE LEDGER BALANCE:	15,727.84	INTEREST EARNED:	14.99
AVERAGE AVAILABLE BALANCE:	13,460.06	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	14.99	ANNUAL PERCENTAGE YIELD EARNED:	1.32%
INTEREST PAID 2008:	3,805.31		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Wire/Funds Transfer Payment Order

70000893

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201607

Name of Institution: BB&T

Branch Information:

Beneficiary's Name: DEBI BROOKSHIRE

Address:

Account Number (if any): [redacted]5290

Instructions:

The undersigned originator requests payment to be made to the beneficiary or account number named below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of the institution named above is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays with respect to it as a result of any other party's involvement in processing this transfer.

OutGoing-DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (if not numbered above):

Date: 07/02/2008 Time: 02:07:36 PM Fee: $ 0.00

Method of Payment: Other

System: [X] Fedwire [ ] S.W.I.F.T. [ ] CHIPS [ ] Telex [ ] Other

Prepared By: [ ] Record Kept? [ ] Yes

ORIGINATOR DATA

Sender's Name: DEBI BROOKSHIRE

Address:

Phone No: ( ) - DL No.

Account No: [redacted]950 Dollar Amount: $ 10000.00

Sender's Signature: X

THIS CHECK HAS AN ANTICOPY BACKGROUND ON FACE AND AN ARTIFICIAL WATERMARK ON BACK

⑆053202130⑆ 300701950⑈ 066 ⑈0001000000⑈

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

FedPayments Manager[SM] -- Funds

Environment:	Front-End-PROD	ABA:	053202130
Mode:	PROD	Service Unit:	05320213
Cycle Date:	07/17/2008	System Date/Time:	07/17/2008 14:56:34

Status:	Completed	Message Type:	Standard
Create Time:	07/02/2008 14:38:59	Test/Prod:	Prod
IMAD:	20080702 QMGFT012 002480 07021456		
OMAD:	20080702 E3QP022C 000198 07021451		

BASIC INFORMATION

Sender ABA (3100):	053202130 CFB WALHALLA SC
Receiver ABA (3400):	053201607 BB&T
Amount (2000):	10,000.00
Type Code (1510):	1000 - Transfer of Funds
Business Function (3600):	CTR - Customer Transfer
Reference Number (3320):	70000893

INSTITUTION INFORMATION

Originator (5000)

ID Code:	D - DDA Account Number
Identifier:	[redacted].950
Name:	DEBI BROOKSHIRE

Beneficiary (4200)

ID Code:	D - DDA Account Number
Identifier:	[redacted]5290
Name:	DEBI BROOKSHIRE

FOR DOCUMENT VERIFICATION HOLD THIS LINK TO THE RIGHT OF THE ARROW BETWEEN THUMB AND FOREFINGER DUPLICATING ON DESKTOP WILL DISAPPEAR AND REAPPEAR

Wire/Funds Transfer Payment Order

70000904

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201607

Name of Institution: BB&T

Branch Information:

Beneficiary's Name: DEBI BAKER BROOKSHIRE

Address:

Account Number (If any): [redacted]5280

Instructions:

The ordered party may not make payment to be made to the beneficiary or account number named below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of the institution named above is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

DutGoing-DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (If not numbered above):

Date: 07/15/2008 Time: 03:06:32 PM Fee: $ 0.00

Method of Payment: Other

System: [X] Fedwire [ ] S.W.I.F.T. [ ] CHIPS [ ] Telex [ ] Other

Prepared By: Record Kept? [ ] Yes

ORIGINATOR DATA

Sender's Name: DEBI BAKER BROOKSHIRE

Address:

Phone No: 0 - D.L. No.

Account No: [redacted]1950 Dollar Amount: $ 10000.00

Sender's Signature: X

THIS CHECK HAS AN ANTICOPY BACKGROUND ON FACE AND AN ARTIFICIAL WATERMARK ON BACK

⑆053202607⑆ 3007019501⑈ 066 ⑈0001000000⑈

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

FedPayments Manager℠ -- Funds

Environment:	Front-End-PROD	ABA:	053202130
Mode:	PROD	Service Unit:	05320213
Cycle Date:	07/17/2008	System Date/Time:	07/17/2008 15:00:13

Status:	Completed	Message Type:	Standard
Create Time:	07/15/2008 15:28:25	Test/Prod:	Prod
IMAD:	20080715 QMGPT010 002983 07151543		
OMAD:	20080715 E3QP022C 000197 07151543		

BASIC INFORMATION

Sender ABA (3100): 053202130 CPB WALHALLA SC

Receiver ABA (3400): 053201607 BB&T

Amount (2000): 10,000.00

Type Code (1510): 1000 - Transfer of Funds

Business Function (3600): CTR - Customer Transfer

Reference Number (3320): 70000904

INSTITUTION INFORMATION

Originator (5000)

ID Code: D - DDA Account Number

Identifier: [redacted]1950

Name: DEBI BAKER BROOKSHIRE

Beneficiary (4200)

ID Code: D - DDA Account Number

Identifier: [redacted]5290

Name: DEBI BAKER BROOKSHIRE

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

FedPayments Manager℠ – Funds

Environment:	Front-End-PROD	ABA:	053202130
Mode:	PROD	Service Unit:	05320213
Cycle Date:	09/24/2008	System Date/Time:	09/24/2008 15:04:56

Status:	Completed	Message Type:	Standard
Create Time:	07/28/2008 12:51:23	Test/Prod:	Prod
IMAD:	20080728 CNGFT009 001877 07281354		
OMAD:	20080728 E3QP022C 000147 07281354		

BASIC INFORMATION

Sender ABA (3100):	053202130 CFB WALHALLA SC
Receiver ABA (3400):	053201607 BB&T
Amount (2000):	10,000.00
Type Code (3510):	1000 - Transfer of Funds
Business Function (3600):	CTR - Customer Transfer
Reference Number (3320):	70000921

INSTITUTION INFORMATION

Originator (5000)

ID Code:	D - DDA Account Number
Identifier:	[redacted]1950
Name:	DEBI BAKER BROOKSHIRE

Beneficiary (4200)

ID Code:	D - DDA Account Number
Identifier:	[redacted]5290
Name:	DEBI BAKER BROOKSHIRE

AUDIT LOG

Status:	Completed	Message Type:	Standard
Create Time:	07/28/2008 12:51:23	Test/Prod:	Prod
IMAD:	20080728 CNGFT009 001877 07281354		
OMAD:	20080728 E3QP022C 000147 07281354		

Audit Event:	ACCEPTED
Time Stamp:	07/28/2008 13:54:24
Entry State:	Awaiting Response
Final State:	Completed
User Name:	
User ID:	FPMFUNDS
VPN Address:	
Description:	ACCEPTED
Audit Event:	VERIFICATION_INVOKED
Time Stamp:	07/28/2008 13:54:24
Entry State:	Awaiting Verification
Final State:	Awaiting Response
User Name:	Kathy M Rowland
User ID:	KRowland659345
VPN Address:	172.24.71.82
Description:	VERIFICATION_INVOKED
Audit Event:	CREATED
Time Stamp:	07/28/2008 12:51:23
Entry State:	Created

CFB002775

Final State:	Awaiting Verification
User Name:	Missy X Cappelen
User ID:	MCappelen779187
VPN Address:	172.24.71.82
Description:	CREATED

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CFB002776

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DOD 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 08/29/2008
DOCUMENTS: 7

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
2
COLUMBIA SC 29205 5

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST,
ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81).
PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			07/31/08	15,249.78
IDS TRANSFER	15,000.00		08/01/08	249.78
OSIT		5,433.76	08/19/08	5,683.54
OSIT		205,436.64	08/22/08	211,120.18
INVESTMENT COUNTER WITHDRAWAL	5,000.00		08/22/08	206,120.18
FUNDS TRANSFER	15,000.00		08/22/08	191,120.18
FUNDS TRANSFER	15,000.00		08/25/08	176,120.18
INVESTMENT COUNTER WITHDRAWAL	11,600.29		08/26/08	164,519.89
FUND TRANSFER	15,000.00		08/26/08	149,519.89
LOAN PAY 270751 (1)	14,686.31		08/28/08	134,833.58
FUNND TRANSFER	65,000.00		08/29/08	69,833.58
INTEREST		54.51	08/29/08	69,888.09
BALANCE THIS STATEMENT			08/29/08	69,888.09

TOTAL CREDITS	(3)	210,924.91	AVG AVAILABLE BALANCE	23,997.93
TOTAL DEBITS	(8)	156,286.60	AVERAGE BALANCE	43,956.35

* * * C O N T I N U E D * * *

(1) Loan # Joe Crosby Jr.

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	43,956.35	INTEREST EARNED:	54.51
AVERAGE AVAILABLE BALANCE:	23,997.93	DAYS IN PERIOD:	29
INTEREST PAID THIS PERIOD:	54.51	ANNUAL PERCENTAGE YIELD EARNED:	2.90%
INTEREST PAID 2008:	3,859.82		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Past Messages

Past Message List Previous Next

Status:	Completed	Message Type:	Standard
Create Time:	07/31/2008 15:11:51	Test/Prod:	Prod
IMAD:	20080731 QMGFT004 003083 07311519		
OMAD:	20080731 E3QP022C 000259 07311519		

See Audit Log for this Message

Export

Basic Information

Sender ABA {3100}:	053202130 CFB WALHALLA SC
Receiver ABA {3400}:	053201607 BB&T
Amount {2000}:	15,000.00
Type Code {1510}:	1000 - Transfer of Funds
Business Function {3600}:	CTR - Customer Transfer
Reference Number {3320}:	70000927

Institution Information

Originator {5000}

ID Code:	D - DDA Account Number
Identifier:	[redacted]1950
Name:	DEBI BAKER BROOKSHIRE

Beneficiary {4200}

ID Code:	D - DDA Account Number
Identifier:	[redacted]5290
Name:	DEBI BAKER BROOKSHIRE

Export

CFB002782

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Wire/Funds Transfer Payment Order

70000927

BENEFICIARY BANK & BENEFICIARY DATA

ABA Routing Number: 053201607

Name of Institution: BB & T

Branch Information: CHAPIN

Beneficiary's Name: DEBI BAKER BROOKSHIRE

Address:

Account Number (If any): [redacted]5290

Instructions:

The undersigned originator requests payment to be made to the beneficiary or account number named below. To the extent not prohibited by law, the undersigned agrees that this wire transfer is irrevocable and that the sole obligation of the institution named above is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer.

OutGoing-DDA

ORIGINATING BANK PROCESSING DATA

Transfer Number (If not numbered above):

Date: 07/31/2008 Time: 02:52:07 PM Fee: $ 0.00

Method of Payment: Other

System: [X] Fedwire [ ] S.W.I.F.T. [ ] CHIPS [ ] Telex [ ] Other

Prepared By: Record Kept? [ ] Yes

ORIGINATOR DATA

Sender's Name: DEBI BAKER BROOKSHIRE

Address:

Phone No: ( ) - D.L. No.

Account No: [redacted]1950 Dollar Amount: $ 15000.00

Sender's Signature: X

⑆053201607⑆ 300701950⑈ 066 ⑈000015000000⑈

695

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ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000-00007 03 PAGE: 1
ACCOUNT: [redacted]1950 09/30/2008
DOCUMENTS: 12

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
2
COLUMBIA SC 29205 10

****

* PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST, *
* ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81). *
* PHONE (864)224-0178. *

****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/29/08	69,888.09
INVESTMENT COUNTER WITHDRAWAL	8,052.25		09/08/08	61,835.84
FDS TRANSFER	10,000.00		09/08/08	51,835.84
DEPOSIT # 127		69,120.00	09/12/08	120,955.84
INVESTMENT COUNTER WITHDRAWAL	3,200.00		09/15/08	117,755.84
WIRE TRANSFER	2,103.36		09/16/08	115,652.48
WIRE TRANSFER	12,528.79		09/16/08	103,123.69
FUNDS TRANSFER	10,000.00		09/16/08	93,123.69
DEPOSIT		5,433.76	09/17/08	98,557.45
FUNDS TRANSFER	15,000.00		09/17/08	83,557.45
FUNDS TRANSFER	1,000.00		09/22/08	82,557.45
INVESTMENT COUNTER WITHDRAWAL	1,532.10		09/22/08	81,025.35
INVESTMENT COUNTER WITHDRAWAL	5,426.23		09/22/08	75,599.12
INVESTMENT COUNTER WITHDRAWAL	10,000.00		09/23/08	65,599.12
MISCELLANEOUS DEBIT	445.00		09/29/08	65,154.12
MISCELLANEOUS DEBIT	30,195.00		09/30/08	34,959.12
FUNDS TRANSFER	15,000.00		09/30/08	19,959.12
INTEREST		147.87	09/30/08	20,106.99
BALANCE THIS STATEMENT			09/30/08	20,106.99

* * * C O N T I N U E D * * *

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

TOTAL CREDITS	(3)	74,701.63	AVG AVAILABLE BALANCE	67,793.24
TOTAL DEBITS	(14)	124,482.73	AVERAGE BALANCE	74,443.04

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	74,443.04	INTEREST EARNED:	147.87
AVERAGE AVAILABLE BALANCE:	67,793.24	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	147.87	ANNUAL PERCENTAGE YIELD EARNED:	2.52%
INTEREST PAID 2008:	4,007.69		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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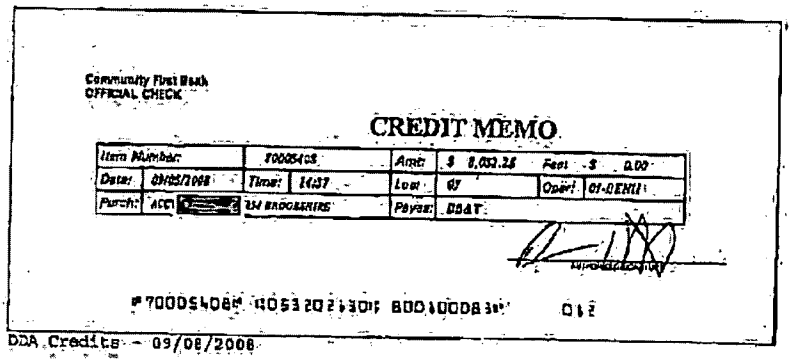


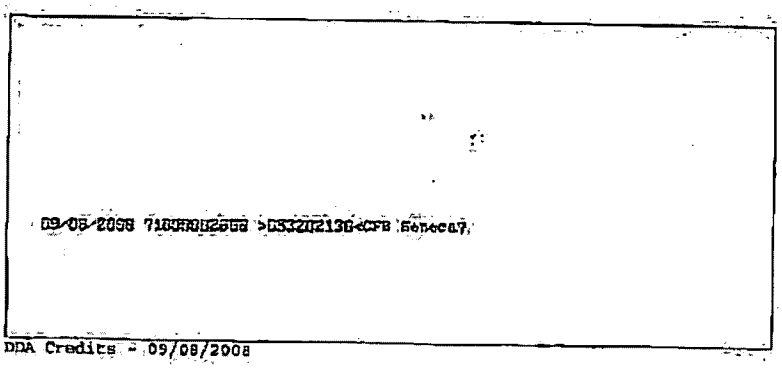
Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:	70005408		Amt:	$ 8,052.25	Fee:	$ 0.00	
Date:	09/05/2008	Time:	14:37	Lot:	67	Oper:	01-DENI
Purch:	ACC	334 BROOKSIDE		Payee:	DDAT		

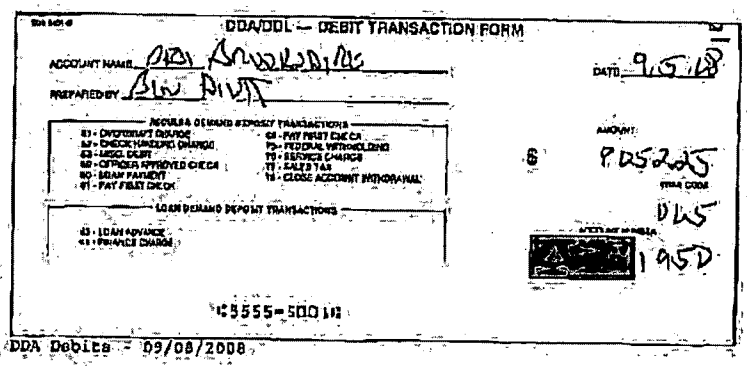
⑈70005408⑈ ⑆053202130⑆ 800100083⑈ 012

DDA Credits - 09/08/2008



09/05/2008 710RR002658 >053202130<CFB Seneca7

DDA Credits - 09/08/2008



DDA/DDL — DEBIT TRANSACTION FORM

ACCOUNT NAME: 334 BROOKSIDE DR
PREPARED BY: BILL DAVIS
DATE: 9.5.08

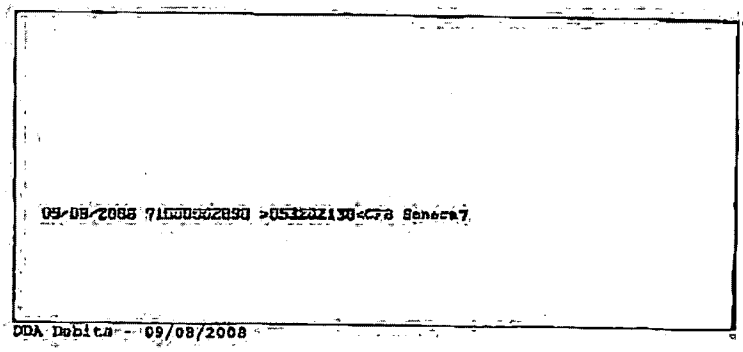
REGULAR DEMAND DEPOSIT TRANSACTIONS
01 - OVERDRAFT CHARGE
02 - CHECK HANDLING CHARGE
03 - MISC. DEBIT
04 - OFFICIAL APPROVED CHECK
05 - LOAN PAYMENT
07 - PAY FIRST CHECK
08 - PAY FIRST CHECK CA
75 - FEDERAL WITHHOLDING
77 - SERVICE CHARGE
78 - SALES TAX
79 - CLOSE ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS
03 - LOAN ADVANCE
04 - FINANCE CHARGE

AMOUNT: $ 8052.25
TRAN CODE: DLS
ACCT NO IN AREA: 1950

⑆5555=500101

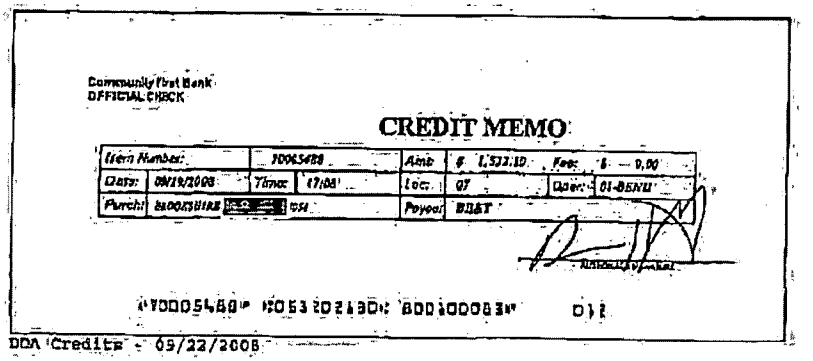
DDA Debits - 09/08/2008



09/08/2008 710DD002850 >053202130<CFB Seneca7

DDA Debits - 09/08/2008

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



Community First Bank
OFFICIAL CHECK

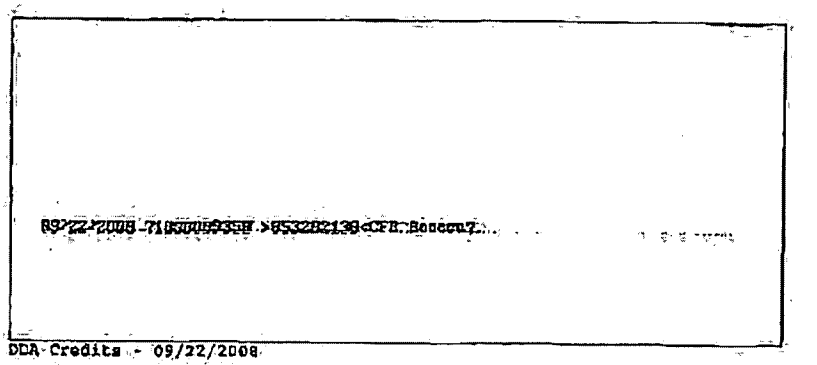
CREDIT MEMO

Item Number:	70065488			Amt:	$ 1,532.10	Fee:	$ 0.00
Date:	09/19/2008	Time:	17:08	Loc:	07	Oper:	01-BENU
Purch:	BROOKSHIRE [redacted]		USI	Payee:	BB&T		

Authorized Signature

⑈70005488⑈ ⑆053202136⑆ 800100083⑈ 01

DDA Credits - 09/22/2008



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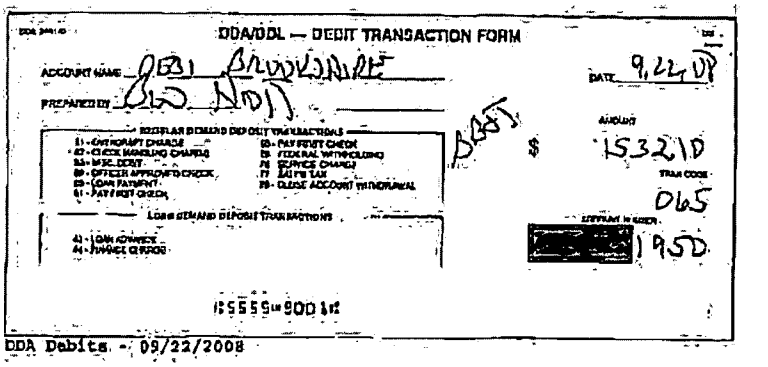
DDA Credits - 09/22/2008



DDA/DDL — DEBIT TRANSACTION FORM

ACCOUNT NAME: [redacted] BROOKSHIRE
PREPARED BY: [redacted]
DATE: 9,22,08

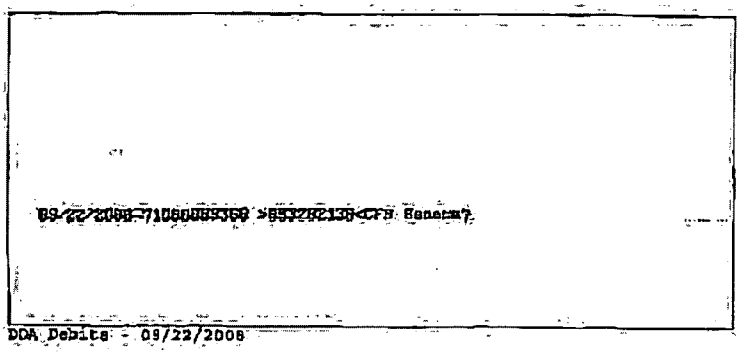
REGULAR DEMAND DEPOSIT TRANSACTIONS
01 - CERTIFIED CHARGE
02 - CHECK MAILING CHARGE
03 - MISC. DEBIT
04 - OFFICERS APPROVED CHECK
05 - LOAN PAYMENT
06 - PAY FIRST CHECK
08 - PAY STOP CHECK
09 - FEDERAL WITHHOLDING
10 - SERVICE CHARGE
11 - SALES TAX
99 - CLOSE ACCOUNT WITHDRAWAL

LOAN AND DEPOSIT TRANSACTIONS
41 - LOAN ADVANCE
44 - BALANCE OFFSET

BB&T
$ 153210
TRAN CODE: 065
[redacted] 1950

⑆5555⑈800 1⑈

DDA Debits - 09/22/2008

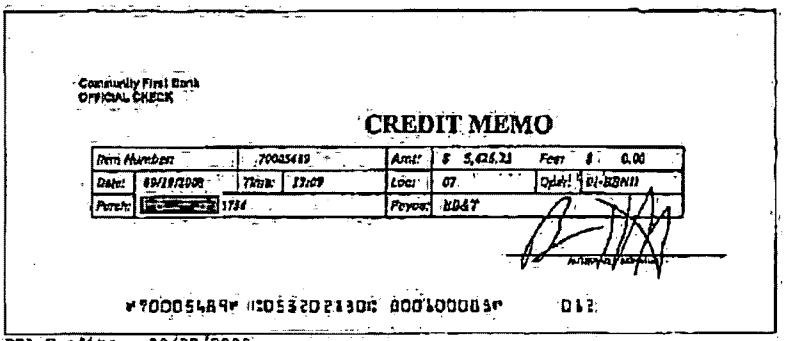


09/22/2008 7:10:00 >853202136<CFB Bonecm7

DDA Debits - 09/22/2008

CFB002854

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



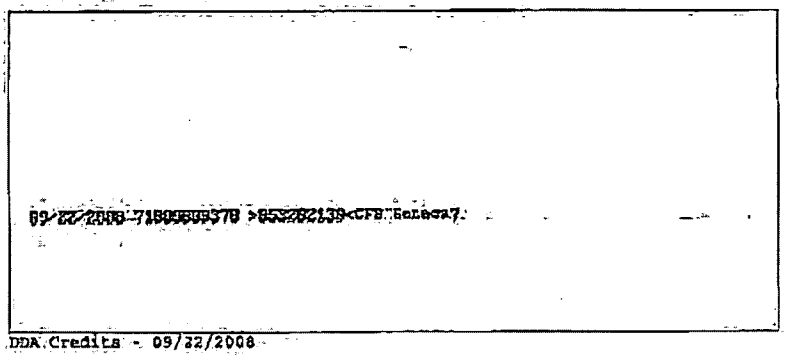
Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:		70005489		Amt:	$ 5,426.23	Fee:	$ 0.00
Date:	09/19/2008	Time:	13:09	Loc:	07	Opid:	DI-BENN
Purch:	[redacted]	1734		Payee:	BD47		

⑈70005489⑈ ⑆053202130⑆ 0001000054⑈ D12

DDA Credits - 09/22/2008



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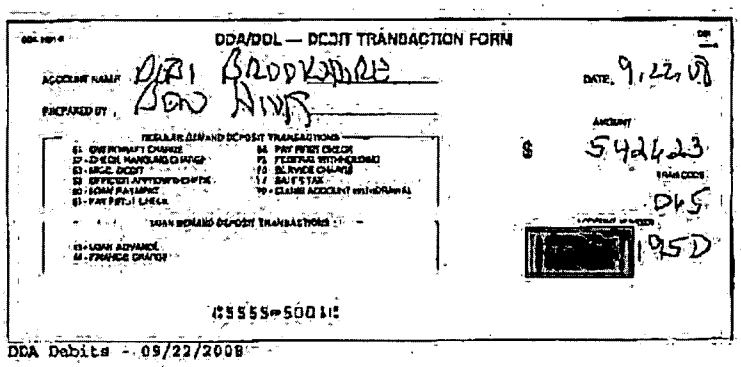
DDA Credits - 09/22/2008



DDA/DOL — DCDIT TRANSACTION FORM

ACCOUNT NAME: DBA Brookshire Bros Hwy

PREPARED BY:

DATE: 9,22,08

REGULAR DEMAND DEPOSIT TRANSACTIONS

01 - OVERDRAFT CHARGE
02 - RETURN ITEM CHARGE
03 - SVC. CHG.
04 - PAY PERSONAL CHECK
05 - OFFICER APPROVED OVRFTS
06 - LOAN PAYMENT
07 - PAY PERSONAL CHECK
08 - CLOSE ACCOUNT WITHDRAWAL
09 - SAFETY TAX
10 - CLAIMS ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS

11 - LOAN ADVANCE
12 - FINANCE CHARGE

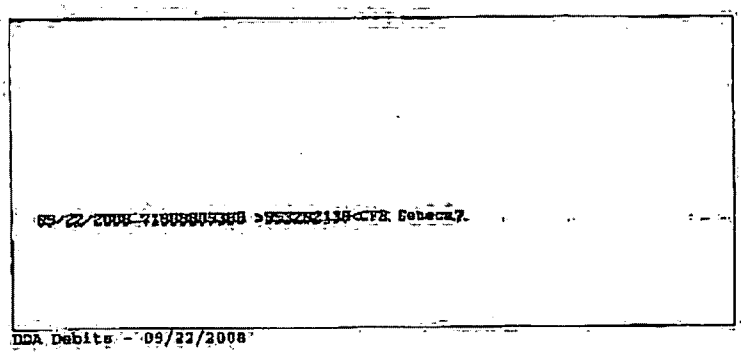
AMOUNT: $ 542623

TRAN CODE: D45

195D

⑆5555⑈5001⑆

DDA Debits - 09/22/2008



09/22/2008 718005005388 >953282138<CFB Rebecca7

DDA Debits - 09/22/2008

CFB002855

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 05/29/2009
DOCUMENTS: 12

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
3
COLUMBIA SC 29205 9

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009 *
****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE		BALANCE
BALANCE LAST STATEMENT			04/30/09		103.22
POSIT		6,800.00	05/01/09		6,903.22
/ESTMENT COUNTER WITHDRAWAL	5,000.00		05/01/09		1,903.22
FUNDS TRANSFER	1,500.00		05/07/09		403.22
DEPOSIT		175.00	05/11/09		578.22
INVESTMENT COUNTER WITHDRAWAL	130.00		05/13/09		448.22
INVESTMENT COUNTER WITHDRAWAL	286.01		05/13/09		162.21
DEPOSIT		10,000.00	05/14/09		10,162.21
INVESTMENT COUNTER WITHDRAWAL	10,000.00		05/14/09		162.21
BAKERANDBAKER BAKER		5,433.76	05/15/09	ACH	5,595.97
INVESTMENT COUNTER WITHDRAWAL	537.14		05/15/09		5,058.83
INVESTMENT COUNTER WITHDRAWAL	4,579.00		05/15/09		479.83
DEPOSIT		100.00	05/19/09		579.83
INVESTMENT COUNTER WITHDRAWAL	500.00		05/19/09		79.83
CREDIT		5,000.00	05/26/09		5,079.83
INVESTMENT COUNTER WITHDRAWAL	5,000.00		05/26/09		79.83
BALANCE THIS STATEMENT			05/29/09		79.83

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

TOTAL CREDITS	(6)	27,508.76	AVG AVAILABLE BALANCE	393.99
TOTAL DEBITS	(9)	27,532.15	AVERAGE BALANCE	596.91

- - - - - - - - - - I N T E R E S T - - - - - - - - -

INTEREST PAID 2009: 38.06

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DDA 3401-C

DDA/DDL — DEBIT TRANSACTION FORM

DDI

ACCOUNT NAME [illegible]

PREPARED BY [illegible]

DATE 5/14/09

REGULAR DEMAND DEPOSIT TRANSACTIONS

- 01 - OVERDRAFT CHARGE
- 02 - CHECK HANDLING CHARGE
- 05 - MISC. DEBIT
- 09 - OFFICER APPROVED CHECK
- 60 - LOAN PAYMENT
- 61 - PAY FIRST CHECK
- 69 - PAY FIRST CHECK
- 75 - FEDERAL WITHHOLDING
- 76 - SERVICE CHARGE
- 77 - SALES TAX
- 79 - CLOSE ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS

- 43 - LOAN ADVANCE
- 44 - FINANCE CHARGE

AMOUNT

$ 1,000.00

TRAN CODE

DR5

ACCOUNT NUMBER

[redacted] 1950

⑈5555⑈500⑆

DDA Debits - 05/14/2009

[illegible]

DDA Debits - 05/14/2009

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

GENERAL LEDGER CREDIT

Community First Bank
Wire Transfer
OutGoing-DDA

Item Number:		70001239		Amt:	$ 10,000.00	Fee:	$ 0.00
Date:	05/14/2009	Time:	10:39	Loc:	07	Oper:	01-BENH
Purch:	DEBI BROOKSHIRE			Payee:	DEBI BROOKSHIRE		

:053202830: 10240016" 458 "0001000000"

GL Credits - 05/14/2009

05/14/2009 [illegible]

GL Credits - 05/14/2009

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

**********AUTO**MIXED AADC 296 R
7555 0.8280 MB 0.382 26 12 5

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

30-0
1
12

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****

****
AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	84,763.54	LAST STATEMENT 05/28/10	70,899.18
AVERAGE BALANCE	84,775.11	4 CREDITS	58,465.11
		14 DEBITS	58,138.51
		THIS STATEMENT 06/30/10	71,225.78

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	06/24	381.76						

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
FBO Debi Baker Brookshire	06/08	52,641.93 ACH
BAKERANDBAKEROR BOPER.	06/15	5,433.76 ACH
INTEREST	06/30	7.66

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
MISCELLANEOUS DEBIT	06/02	3,100.00
FUNDS TRANSFER	06/03	2,500.00
MISCELLANEOUS DEBIT	06/04	12,000.00
FUNDS TRANSFER	06/07	2,500.00

* * * C O N T I N U E D * * *

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

- - - - - - - - - OTHER DEBITS - - - - - - - - -

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00
MISCELLANEOUS DEBIT	06/14	2,500.00
FUNDS TRANSFER	06/15	3,000.00
FUNDS TRANSFER	06/16	3,000.00
MISCELLANEOUS DEBIT	06/22	1,136.64
T.M.C.C LOAN PMT	06/23	648.13
FUNDS TRANSFER	06/24	2,500.00
MISCELLANEOUS DEBIT	06/24	2,729.74
FUNDS TRANSFER	06/25	3,000.00
AMERICAN EXPRESS ELEC REMIT	06/29	16,524.00

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	84,775.11	INTEREST EARNED:	7.66
AVERAGE AVAILABLE BALANCE:	84,763.54	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	7.66	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	49.11		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/02	67,799.18	06/11	100,441.11	06/23	95,590.10
06/03	65,299.18	06/14	97,941.11	06/24	90,742.12
06/04	53,299.18	06/15	100,374.87	06/25	87,742.12
06/07	50,799.18	06/16	97,374.87	06/29	71,218.12
06/08	103,441.11	06/22	96,238.23	06/30	71,225.78

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CLEARING DATE: JUNE 02, 2010

SEQUENCE: 970710002360
ORIG. SEQUENCE: 71000002360-007
POCKET: 1
DESK: D

SERIAL: 0
ROUTING: 055555012
ACCOUNT: [redacted]1950
TRANCODE: 53
AMOUNT: $ 3,100.00

COMMUNITY FIRST BANK

Date 6/2/10 Prep by [illegible] Apprvd by [illegible]

Customer Name OBI BEDIKOUNE

Customer Signature

Tran Description

GREENLEYS, CORR, E GOURNEY, IA PH 1-800-872-0400

DDA/DDL DEBIT TRANSACTIONS
Form 180

Regular Demand Deposit

52 Check Handling Charge
53 Miscellaneous Debit
59 Officer Approved Check
60 Loan Payment
61 Pay First Check
65 MMIA at Window
66 Funds Transfer
75 Federal WH
76 Service Charge
79 Close Acct WD

Loan Demand Deposit

43 Loan Advance

ACCOUNT NUMBER	TRAN CODE	AMOUNT
[redacted]1950	053	$ 3100.00

⑆555550121⑆

06/02/2010 71000002360 58532021380CFB Seneca N

CFB003706

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

RESEARCH ITEM PRINT 10/24/13 10:57 PAGE: 1

POSTING DATE: JUNE 02, 2010

SEQUENCE: 970710002350
ORIG. SEQUENCE: 71000002350-007
POCKET: 1
DBCR: C

SERIAL: 70009670
ROUTING: 053202130
ACCOUNT: [redacted]083
TRANCODE: 12
AMOUNT: $ 3,100.00

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:		70009670		Amt:	$ 3,100.00	Fee:	$ 0.00
Date:	06/02/2010	Time:	09:25	Loc:	07	Oper:	01-BENH
Purch:	DEBI BROOKSHIRE			Payee:	DEBI BROOKSHIRE		

AUTHORIZED SIGNATURE

⑈70009670⑈ ⑆053202130⑆ 800100083⑈ 062

06/02/2010 71000002350 >053202130<CFB Seneca N

CFB003707

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 07/30/2010
DOCUMENTS: 14

**********EXCLUDE-DoNotMailAddr R
2811 0 8250 EX 0 000 14 3 32

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 12
COLUMBIA SC 29205

****

* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

G AVAILABLE BALANCE	68,747.01	LAST STATEMENT 06/30/10	71,225.78
AVERAGE BALANCE	68,747.01	4 CREDITS	227,250.23
		13 DEBITS	85,428.12
		THIS STATEMENT 07/30/10	213,047.89

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/27	33,235.82		07/29	188,575.00			

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	07/15	5,433.76 ACH
INTEREST	07/30	5.65

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	07/01	3,000.00*
MISCELLANEOUS DEBIT	07/13	250.00*
FUNDS TRANSFER	07/13	2,500.00*
MISCELLANEOUS DEBIT	07/14	2,500.00*
FUNDS TRANSFER	07/16	2,500.00*

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
T.M.C.C LOAN PMT	07/22	648.13
FUNDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FUNDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FUNDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FUNDS TRANSFER	07/06	5,000.00

INTEREST

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	54.76		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,225.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.78	07/22	52,761.41	07/30	213,047.89
07/14	57,975.78	07/26	15,318.10		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Past Messages

Past Message List Previous

Status:	Completed	Message Type:	Standard
Create Time:	07/13/2010 16:43:26	Test/Prod:	Prod
IMAD:	20100713 QMGFT012 002757 07131647		
OMAD:	20100713 E3QP022C 000161 07131647		
Template Name:	BROOKSHIRE		

See Audit Log for this Message

Export

Basic Information

Sender ABA {3100}:	053202130 CFB WALHALLA SC
Receiver ABA {3400}:	053201607 BB&T
Amount {2000}:	2,500.00
Type Code {1510}:	1000 - Transfer of Funds
Business Function {3600}:	CTR - Customer Transfer
Reference Number {3320}:	70001647

Institution Information

Originator {5000}

ID Code:	D - DDA Account Number
Identifier:	[redacted]1950
Name:	DEBI BROOKSHIRE
Address:	1707 DEVINE ST COLUMBIA SC

Beneficiary {4200}

ID Code:	D - DDA Account Number
Identifier:	[redacted]2408
Name:	DEBI BROOKSHIRE
Address:	1707 DEVINE ST COLUMBIA SC

Export

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

EXHIBIT 45

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 09/30/2009
DOCUMENTS: 18

**********AUTO**MIXED AADC 296
2634 0.7990 MB 0.382 12 12 3

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 16
COLUMBIA SC 29201-4011

****

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/09	555.37
DEPOSIT		600.00	09/01/09	1,155.37
INVESTMENT COUNTER WITHDRAWAL	1,000.00		09/01/09	155.37
INVESTMENT COUNTER WITHDRAWAL	151.00		09/02/09	4.37
FBO Debi Baker Brookshire		43,200.00	09/04/09 ACH	43,204.37
INVESTMENT COUNTER WITHDRAWAL	442.00		09/04/09	42,762.37
INVESTMENT COUNTER WITHDRAWAL	491.00		09/04/09	42,271.37
INVESTMENT COUNTER WITHDRAWAL	2,500.00		09/04/09	39,771.37
INVESTMENT COUNTER WITHDRAWAL	857.02		09/08/09	38,914.35
INVESTMENT COUNTER WITHDRAWAL	2,500.00		09/09/09	36,414.35
INVESTMENT COUNTER WITHDRAWAL	2,735.64		09/09/09	33,678.71
	3,623.93		09/09/09	30,054.78

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	4,000.00		09/09/09	26,054.78
BAKERANDBAKER BAKER		5,433.76	09/15/09 ACH	31,488.54
INVESTMENT COUNTER WITHDRAWAL	2,654.00		09/16/09	28,834.54
INVESTMENT COUNTER WITHDRAWAL	3,500.00		09/22/09	25,334.54
DEPOSIT		440.00	09/23/09	25,774.54
MISCELLANEOUS DEBIT	5,000.00		09/23/09	20,774.54
INVESTMENT COUNTER WITHDRAWAL	109.92		09/23/09	20,664.62
INVESTMENT COUNTER WITHDRAWAL	656.02		09/24/09	20,008.60
INVESTMENT COUNTER WITHDRAWAL	570.00		09/25/09	19,438.60
INTEREST		11.54	09/30/09	19,450.14
BALANCE THIS STATEMENT			09/30/09	19,450.14

TOTAL CREDITS	(5)	49,685.30	AVG AVAILABLE BALANCE		24,706.25
TOTAL DEBITS	(16)	30,790.53	AVERAGE BALANCE		24,720.92

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

RAGE LEDGER BALANCE:	24,720.92	INTEREST EARNED:	11.54
AVERAGE AVAILABLE BALANCE:	24,706.25	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	11.54	ANNUAL PERCENTAGE YIELD EARNED:	.57%
INTEREST PAID 2009:	54.16		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

PROCESSING DATE: SEPTEMBER 24, 2009

SEQUENCE: 970710018 10
ORIG. SEQUENCE: 710000014 90-007
POCKET: 1
DBCR: D

SERIAL: 0
ROUTING: 055555012
ACCOUNT: [redacted]1950
TRANCODE: 85
AMOUNT: $ 656.02

COMMUNITY FIRST BANK

Date 9/23/09 Prep by BN Apprvd by

Customer Name DBA BANDWIDTH

Customer Signature BW NIDT

Tran Description

GREENLEYS, CORA SCOUTNEY, MA PH 1-000-672-0400

DDA/DDL DEBIT TRANSACTIONS
Form 180

Regular Demand Deposit

52 Check Handling Charge	65 MMIA at Window
53 Miscellaneous Debit	66 Funds Transfer
59 Officer Approved Check	75 Federal WH
60 Loan Payment	76 Service Charge
61 Pay First Check	79 Close Acct WD

Loan Demand Deposit

43 Loan Advance

ACCOUNT NUMBER	TRAN CODE	AMOUNT
[redacted]1950	DDS	$ 656.02

⑈555501 2⑈

09/24/2009 710000014 98 >055282138<CFB Seneca N

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

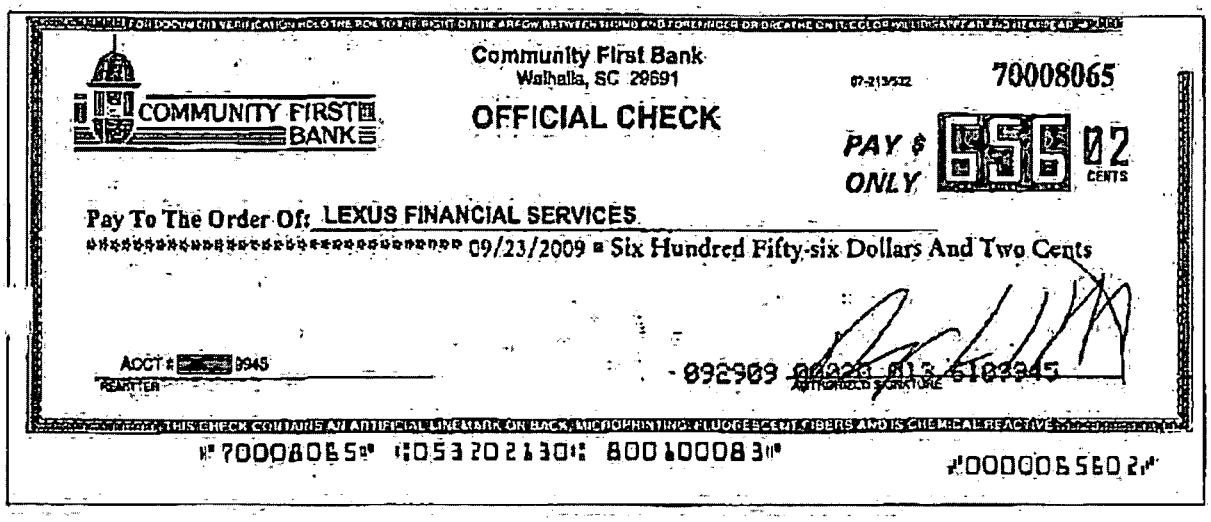
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

RESEARCH ITEM PRINT 10/24/13 14:25 PAGE: 1

POSTING DATE: SEPTEMBER 30, 2009

SEQUENCE: 59000022790
ORIG. SEQUENCE: 100000020815900
POCKET: 1
DBCR: D

SERIAL: 70008065
ROUTING: 053202130
ACCOUNT: [redacted]3983
TRANCODE: 68
AMOUNT: $ 656.02



Community First Bank
Walhalla, SC 29691

COMMUNITY FIRST BANK

OFFICIAL CHECK

07-2/1322

70008065

PAY $ 656 02 CENTS
ONLY

Pay To The Order Of: LEXUS FINANCIAL SERVICES

***

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]950 01/30/2009
DOCUMENTS: 14

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
3
COLUMBIA SC 29205 11

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			12/31/08	76,570.83
FUNDS TRANSFER	17,000.00		01/08/09	59,570.83
OSIT		186.32	01/12/09	59,757.15
OSIT		8,800.00	01/13/09	68,557.15
BAKERANDBAKER BAKER		5,433.76	01/15/09 ACH	73,990.91
INVESTMENT COUNTER WITHDRAWAL	7,500.00		01/15/09	66,490.91
FUNDS TRANSFER	5,000.00		01/15/09	61,490.91
INVESTMENT COUNTER WITHDRAWAL	449.76		01/16/09	61,041.15
INVESTMENT COUNTER WITHDRAWAL	2,221.11		01/16/09	58,820.04
FUNDS TRANSFER	10,000.00		01/16/09	48,820.04
FUNDS TRANSFER	12,000.00		01/20/09	36,820.04
TOYOTA Pay TFS ACH	663.02		01/23/09	36,157.02
INVESTMENT COUNTER WITHDRAWAL	552.97		01/26/09	35,604.05
INVESTMENT COUNTER WITHDRAWAL	3,000.00		01/27/09	32,604.05
DEPOSIT		1.52	01/28/09	32,605.57
INVESTMENT COUNTER WITHDRAWAL	2,000.00		01/29/09	30,605.57
FUNDS TRANSFER	7,500.00		01/29/09	23,105.57
INTEREST		32.18	01/30/09	23,137.75
BALANCE THIS STATEMENT			01/30/09	23,137.75

* * * C O N T I N U E D * * *

DEBI BAKER-BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

TOTAL CREDITS	(5)	14,453.78	AVG AVAILABLE BALANCE	52,829.66
TOTAL DEBITS	(12)	67,886.86	AVERAGE BALANCE	53,129.25

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	53,129.25	INTEREST EARNED:	32.18
AVERAGE AVAILABLE BALANCE:	52,829.66	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	32.18	ANNUAL PERCENTAGE YIELD EARNED:	.74%
INTEREST PAID 2009:	32.18		
INTEREST PAID 2008:	5,128.96		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

INST. = 000
REPORT: IBS -027 19.06.0
SYSTEM: 01/23/2009 18:35

COMMUNITY F.BANK
ITEM ENT STEM
BLOCK LISTING
BLOCK: 0096

PAGE 296
RUN DATE 1/23/2009
PROCESSED THRU: 01/23/2009

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	EXT	DESCRIPTION
Redacted								
7853.00	0532-0213		1950	01/23/09	663.02		064	01 TOYOTA Pay IRS
Redacted								

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 03/31/2009
DOCUMENTS: 4

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
1
COLUMBIA SC 29205 3

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009 *
****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE		BALANCE
BALANCE LAST STATEMENT			02/27/09		1,193.80
BANKERANDBAKER BAKER ESTMENT COUNTER WITHDRAWAL		5,433.76	03/13/09	ACH	6,627.56
	4,925.91		03/16/09		1,701.65
TOYOTA Pay TFS ACH	1,319.06		03/18/09		382.59
DEPOSIT		11,000.00	03/30/09		11,382.59
MISCELLANEOUS DEBIT	2,500.00		03/30/09		8,882.59
FUNDS TRANSFER	5,000.00		03/30/09		3,882.59
INTEREST		.26	03/31/09		3,882.85
BALANCE THIS STATEMENT			03/31/09		3,882.85

TOTAL CREDITS (3)	16,434.02	AVG AVAILABLE BALANCE	1,477.47
TOTAL DEBITS (4)	13,744.97	AVERAGE BALANCE	1,598.80

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	1,598.80	INTEREST EARNED:	.26
AVERAGE AVAILABLE BALANCE:	1,477.47	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	.26	ANNUAL PERCENTAGE YIELD EARNED	.20%
INTEREST PAID 2009:	37.80		

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

INST : 00[illegible]
REPORT: IE[illegible]-027.19.05.0
SYSTEM: 03/18/2009 18:34

COMMUNITY BANK
ITEM ENTRY SYSTEM
BLOCK LISTING
BLOCK: 0096 ACH

PAG 238
RUN DAT /18/2009
PROCESSED THRU 03/18/2009

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	PKT	DESCRIPTION
Redacted								
2017.00	0532-0213	[illegible]	1950	03/18/09	1,319.06	064	01	TOYOTA Pay TFS
Redacted								

722

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 0 PAGE: 1
ACCOUNT: [redacted]1950 03/31/2010
DOCUMENTS: 12

**********AUTO**MIXED AADC 296
7366 0.8250 MB 0.382 26 13 5

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 10
COLUMBIA SC 29201-4011

****
* *
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
* *
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****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE		BALANCE
BALANCE LAST STATEMENT			02/26/10		18,837.22
MISCELLANEOUS DEBIT	3,635.00		03/03/10		15,202.22
MISCELLANEOUS DEBIT	4,000.00		03/03/10		11,202.22
DEPOSIT		172.00	03/05/10		11,374.22
MISCELLANEOUS DEBIT	1,500.00		03/05/10		9,874.22
INVESTMENT COUNTER WITHDRAWAL	2,500.00		03/12/10		7,374.22
BAKERANDBAKEROP BOPER		5,433.76	03/15/10	ACH	12,807.98
INVESTMENT COUNTER WITHDRAWAL	2,500.00		03/16/10		10,307.98
INVESTMENT COUNTER WITHDRAWAL	2,000.00		03/17/10		8,307.98
MISCELLANEOUS DEBIT	2,013.51		03/23/10		6,294.47
INVESTMENT COUNTER WITHDRAWAL	2,000.00		03/23/10		4,294.47
TOYOTA Pay TFS	1,944.39		03/25/10		2,350.08
INVESTMENT COUNTER WITHDRAWAL	2,000.00		03/25/10		350.08
DEPOSIT		1,300.00	03/30/10		1,650.08
INVESTMENT COUNTER WITHDRAWAL	1,500.00		03/30/10		150.08
INTEREST		2.38	03/31/10		152.46
BALANCE THIS STATEMENT			03/31/10		152.46

TOTAL CREDITS (4)	6,908.14	AVG AVAILABLE BALANCE	8,242.29
TOTAL DEBITS (11)	25,592.90	AVERAGE BALANCE	8,260.57

* * * C O N T I N U E D * * *

CFB003571

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	8,260.57	INTEREST EARNED:	2.38
AVERAGE AVAILABLE BALANCE:	8,242.29	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	2.38	ANNUAL PERCENTAGE YIELD EARNED:	.32%
INTEREST PAID 2010:	38.85		

- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Inst. : 00(
Report: IES/3470-027 19.07.0
System: 03/25/2010 18:35

COMMUNIT[illegible]T BANK
ITEM ENT[illegible]SYSTEM
BLOCK LISTING
BLOCK: 0096

Pag[illegible] 268
Run Dat[illegible]/25/2010
Processed To:[illegible]: 03/25/2010

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	EXT	DESCRIPTION
[redacted]								
7125.00	0532-0213		930 03/25/10	1,944.39		064	01	TOYOTA Pay TFS
[redacted]								

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 05/28/2010
DOCUMENTS: 12

**********AUTO**MIXED AADC 296 R
2709 0.8280 MB 0.382 13 10 3

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 10
COLUMBIA SC 29201-4011

****

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	17,885.87	LAST STATEMENT 04/30/10	8,566.19
AVERAGE BALANCE	18,421.59	4 CREDITS	88,356.01
		11 DEBITS	26,023.02
		THIS STATEMENT 05/28/10	70,899.18

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	05/13	15,000.00		05/25	67,920.88			

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	05/14	5,433.76 ACH
INTEREST	05/28	1.37

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
1010	05/27	394.26						

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	05/05	4,000.00
FUNDS TRANSFER	05/10	2,000.00
FUNDS TRANSFER	05/11	2,000.00
MISCELLANEOUS DEBIT	05/14	2,980.63
FUNDS TRANSFER	05/14	3,500.00
MISCELLANEOUS DEBIT	05/17	2,000.00
T.M.C.C LOAN PMT ACH	05/24	648.13 ACH
FUNDS TRANSFER	05/24	2,500.00
FUNDS TRANSFER	05/27	3,500.00
FUNDS TRANSFER	05/28	2,500.00

INTEREST

AVERAGE LEDGER BALANCE:	18,421.59	INTEREST EARNED:	1.37
AVERAGE AVAILABLE BALANCE:	17,885.87	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	1.37	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	41.45		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	4,566.19	05/14	14,519.32	05/27	73,397.81
05/10	2,566.19	05/17	12,519.32	05/28	70,899.18
05/11	566.19	05/24	9,371.19		
05/13	15,566.19	05/25	77,292.07		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 06/30/2010
DOCUMENTS: 13

**********AUTO**MIXED AADC 296 R
7555 0.8280 MB 0.382 26 12 5

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 1
1707 DEVINE ST 12
COLUMBIA SC 29201-4011

****

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	84,763.54	LAST STATEMENT 05/28/10	70,899.18
AVERAGE BALANCE	84,775.11	4 CREDITS	58,465.11
		14 DEBITS	58,138.51
		THIS STATEMENT 06/30/10	71,225.78

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
06/24 381.76		

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT	
FBO Debi Baker Brookshire	06/08	52,641.93	ACH
BAKERANDBAKEROP BOPER	06/15	5,433.76	ACH
INTEREST	06/30	7.66	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
MISCELLANEOUS DEBIT	06/02	3,100.00
FUNDS TRANSFER	06/03	2,500.00
MISCELLANEOUS DEBIT	06/04	12,000.00
FUNDS TRANSFER	06/07	2,500.00

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00-
MISCELLANEOUS DEBIT	06/14	2,500.00-
FUNDS TRANSFER	06/15	3,000.00-
FUNDS TRANSFER	06/16	3,000.00-
MISCELLANEOUS DEBIT	06/22	1,136.64-
T.M.C.C LOAN PMT	06/23	648.13-
FUNDS TRANSFER	06/24	2,500.00-
MISCELLANEOUS DEBIT	06/24	2,729.74-
FUNDS TRANSFER	06/25	3,000.00-
AMERICAN EXPRESS ELEC REMIT	06/29	16,524.00-

INTEREST

AVERAGE LEDGER BALANCE:	84,775.11	INTEREST EARNED:	7.66
AVERAGE AVAILABLE BALANCE:	84,763.54	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	7.66	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	49.11		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

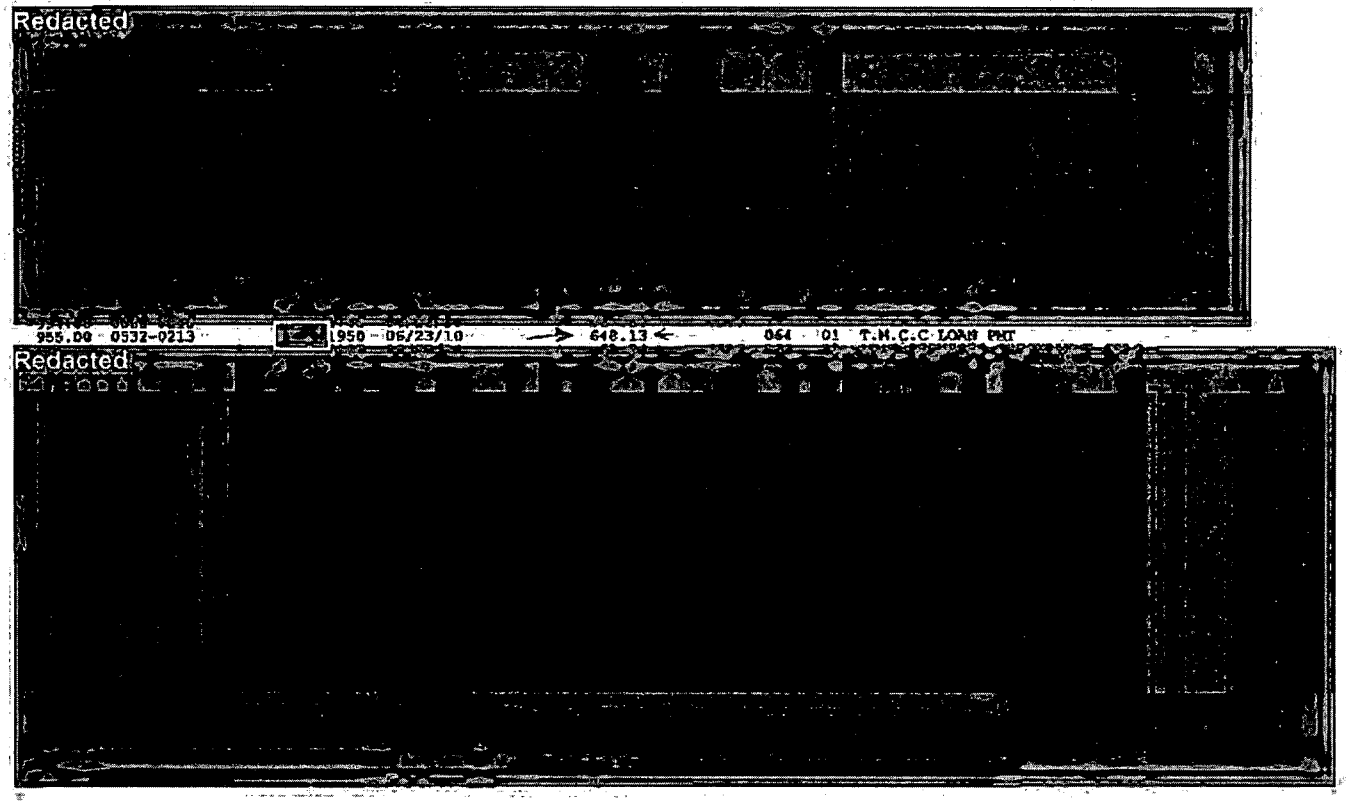
DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/02	67,799.18	06/11	100,441.11	06/23	95,590.10
06/03	65,299.18	06/14	97,941.11	06/24	90,742.12
06/04	53,299.18	06/15	100,374.87	06/25	87,742.12
06/07	50,799.18	06/16	97,374.87	06/29	71,218.12
06/08	103,441.11	06/22	96,238.23	06/30	71,225.78

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Inst. : 00 COMMUNIT T BANK Page 241
Report: IE3...0-027 19.07.0 ITEM EN... STEM Run Dat /23/2010
System: 06/23/2010 10:39 BLOCK LISTING Processed Thru: 06/23/2010
BLOCK: 0096

SEQUENCE R/T-NUMBER ACCOUNT-NUMBER DATE AMOUNT CHECK-# T/C PMT - - - - - - - - D E S C R I P T I O N - - - - - - -



ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 07/30/2010
DOCUMENTS: 14

**********EXCLUDE-DoNotMailAddr R
2811 0.8250 EX 0.000 14 3 32

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 12
COLUMBIA SC 29205

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****
AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

G AVAILABLE BALANCE	68,747.01	LAST STATEMENT 06/30/10	71,225.78
AVERAGE BALANCE	68,747.02	4 CREDITS	227,250.23
		13 DEBITS	85,428.12
		THIS STATEMENT 07/30/10	213,047.89

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	07/27	33,235.82		07/29	188,575.00			

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	07/15	5,433.76 ACH
INTEREST	07/30	5.65

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	07/01	3,000.00-
MISCELLANEOUS DEBIT	07/13	250.00-
FUNDS TRANSFER	07/13	2,500.00-
MISCELLANEOUS DEBIT	07/14	2,500.00-
FUNDS TRANSFER	07/16	2,500.00-

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
T.M.C.C LOAN PMT	07/22	648.13
FUNDS TRANSFER	07/22	7,500.00
MISCELLANEOUS DEBIT	07/26	4,207.49
MISCELLANEOUS DEBIT	07/26	33,235.82
FUNDS TRANSFER	07/27	5,000.00
MISCELLANEOUS DEBIT	07/27	9,086.68
FUNDS TRANSFER	07/30	10,000.00
CHECK # 70001838 - FUNDS TRANSFER	07/06	5,000.00

INTEREST

AVERAGE LEDGER BALANCE:	68,747.01	INTEREST EARNED:	5.65
AVERAGE AVAILABLE BALANCE:	68,747.01	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	5.65	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	54.76		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
07/01	68,225.78	07/15	63,409.54	07/27	34,467.24
07/06	63,225.78	07/16	60,909.54	07/29	223,042.24
07/13	60,475.78	07/22	52,761.41	07/30	213,047.89
07/14	57,975.78	07/26	15,318.10		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Inst : 00
Report: IL...10-027 19.07.0
System: 07/22/2010 18:35

COMMUNIT... ST BANK
ITEM EN... I/STEM
BLOCK LISTING
BLOCK: G096

Pag... 363
Run Dat... /22/2010
Processed Thru: 07/22/2010

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	PKT	- - - - - - - - D E S C R I P T I O N - - - - - - - -
		Redacted						
1121.00	0532-0213		950 07/22/10	649.13		064	01	T.E.C.C LOAN PMT
		Redacted						

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526
CFB003762

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 08/31/2010
DOCUMENTS: 3

**********AUTO**MIXED AADC 296 R
2706 0.8280 MB 0.382 13 10 4

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

30-0
1
2

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	70,705.71	LAST STATEMENT 07/30/10	213,047.89
AVERAGE BALANCE	70,705.71	2 CREDITS	653.61
		3 DEBITS	213,695.30
		THIS STATEMENT 08/31/10	6.20

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	08/24	647.41						

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
INTEREST	08/31	6.20

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	08/03	10,119.17 *
MISCELLANEOUS DEBIT wire was for 202,928.72	08/11	202,928.00 *
T.M.C.C LOAN PMT	08/24	648.13 *

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

INTEREST

AVERAGE LEDGER BALANCE:	70,705.71	INTEREST EARNED:	6.20
AVERAGE AVAILABLE BALANCE:	70,705.71	DAYS IN PERIOD:	32
INTEREST PAID THIS PERIOD:	6.20	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	60.96		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
08/03	202,928.72	08/24	.00		
08/11	.72	08/31	6.20		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Inst. : 00
Report: IE...-027 19:07.0
System: 08/24/2010 18:35

COMMUNITY ...T BANK
ITEM ENT... ...STEM
BLOCK LISTING
BLOCK: 0096

Page: 225
Run Date: ...24/2010
Processed Thru: 08/24/2010

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	PST	DESCRIPTION
Redacted								
131.00	0932-0713		1850 08/24/10		648.13	064	01	T.H.C.C LOAN PMT
Redacted								

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 09/30/2010
DOCUMENTS: 0

**********EXCLUDE-DoNotMailAddr R
7613 0.6350 EX 0.000 28 3 28

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29205

30-0
0
0

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****

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****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	4.54	LAST STATEMENT 08/31/10	6.20
AVERAGE BALANCE	4.54	CREDITS	.00
		1 DEBITS	648.13
		THIS STATEMENT 09/30/10	641.93-

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
T.M.C.C LOAN PMT	09/23	648.13 *

I N T E R E S T

INTEREST PAID 2010: 60.96

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

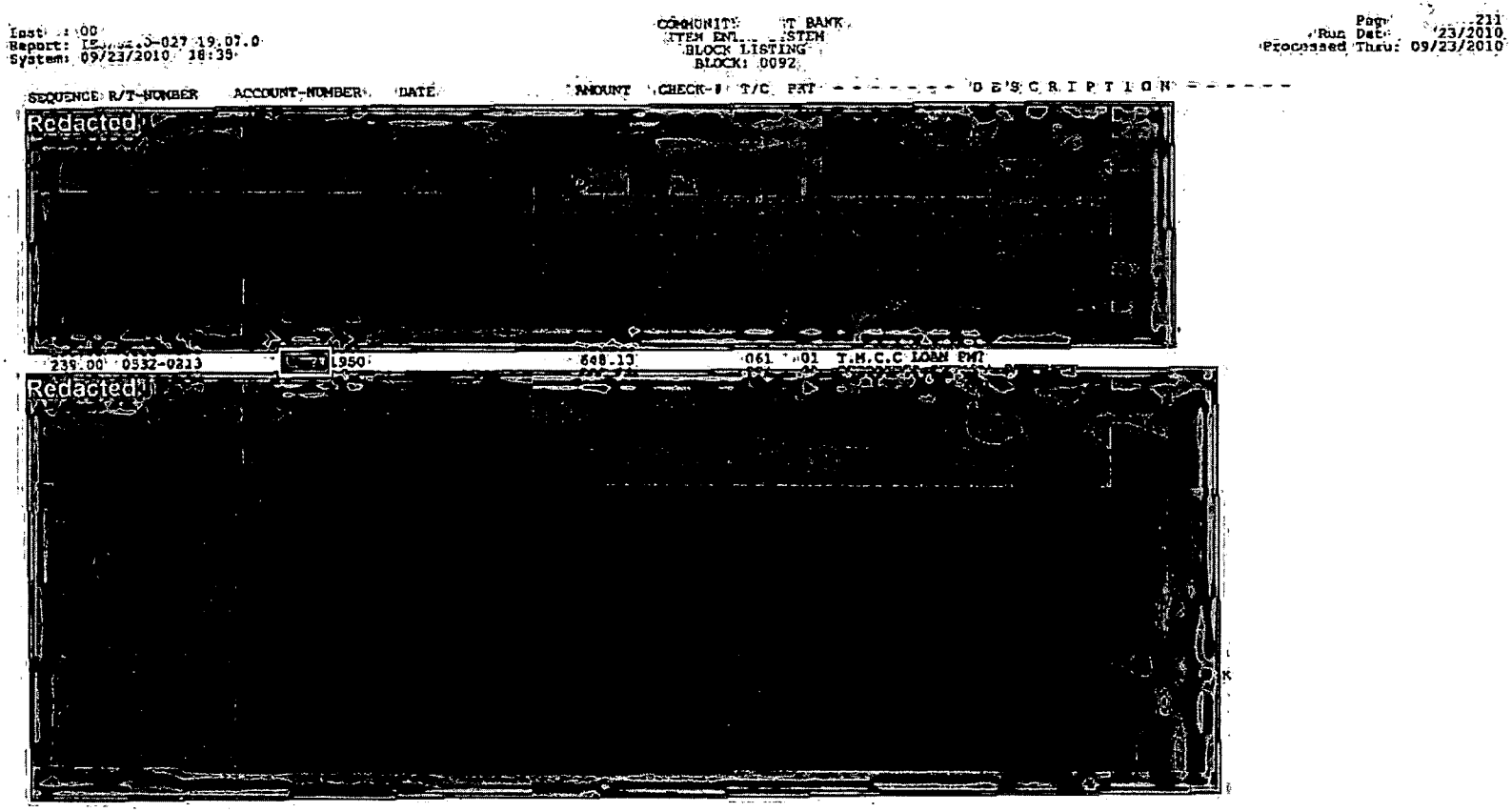
- - - ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES - - -

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

- - - - - - - - DAILY BALANCE - - - - - - - -

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
09/23	641.93-				

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB003798

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP370526

EXHIBIT 46

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 05/28/2010
DOCUMENTS: 12

**********AUTO**MIXED AADC 296 R
2709 0.8280 MB 0.382 13 10 3

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 10
COLUMBIA SC 29201-4011

****

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

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****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	17,885.87	LAST STATEMENT 04/30/10	8,566.19
AVERAGE BALANCE	18,421.59	4 CREDITS	88,356.01
		11 DEBITS	26,023.02
		THIS STATEMENT 05/28/10	70,899.18

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	05/13	15,000.00		05/25	67,920.88			

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT
BAKERANDBAKEROP BOPER	05/14	5,433.76 ACH
INTEREST	05/28	1.37

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
1010	05/27	394.26*						

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	05/05	4,000.00-
FUNDS TRANSFER	05/10	2,000.00-
FUNDS TRANSFER	05/11	2,000.00-
MISCELLANEOUS DEBIT	05/14	2,980.63-
FUNDS TRANSFER	05/14	3,500.00-
MISCELLANEOUS DEBIT	05/17	2,000.00-
T.M.C.C LOAN PMT ACH	05/24	648.13 ACH
FUNDS TRANSFER	05/24	2,500.00-
FUNDS TRANSFER	05/27	3,500.00-
FUNDS TRANSFER	05/28	2,500.00-

INTEREST

AVERAGE LEDGER BALANCE:	18,421.59	INTEREST EARNED:	1.37
AVERAGE AVAILABLE BALANCE:	17,885.87	DAYS IN PERIOD:	28
INTEREST PAID THIS PERIOD:	1.37	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	41.45		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
05/05	4,566.19	05/14	14,519.32	05/27	73,397.81
05/10	2,566.19	05/17	12,519.32	05/28	70,899.18
05/11	566.19	05/24	9,371.19		
05/13	15,566.19	05/25	77,292.07		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

PROCESSING DATE: MAY 17, 2010

SEQUENCE: 97071011470
ORIG. SEQUENCE: 710000011430-007
TICKET: 1
TCR: C
[redacted]: 0
ROUTING: 055555022
ACCOUNT: [redacted]356
TRANCODE: 20
AMOUNT: $ 2,000.00

COMMUNITY FIRST BANK

Date 5/17/10 Prep by RJ Apprvd by JF

Customer Name Credit Card Clearing

Customer Signature Dibi, Brookshire

Tran Description [redacted] 5016

GREENLEYF, CORP. SIOUX RNEY, IA PH 1-800-672-0400

DDA/DDL CREDIT TRANSACTIONS
Form 185

Regular Demand Deposit
- 11 Force Re-open Deposit
- 12 Regular Deposit
- 16 Funds Transfer
- 20 Misc Credit
- 30 Loan Advance
- 31 Manual Interest

Loan Demand Deposit
- 41 Principal Only Payment
- 42 Interest Only Pay
- 45 Regular Payment

ACCOUNT NUMBER	TRAN CODE	AMOUNT
[redacted]0356	020	$ 200000

1:5555=5022:

05/17/2010 71000011430 >053282130<CFB Seneca N

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKS
Account Number: [redacted] 5016

Statement Closing Date:
May28,2010

Summary of Account Activity

Previous Balance		$ 4,388.81
Payments	-	2,000.00
Other Credits	-	0.00
Other Debits	+	0.00
Purchases	+	318.12
Cash Advances	+	0.00
Fees Charged	+	0.00
Interest Charged	+	48.79
NEW BALANCE		$ 2,755.72
Credit Limit		$ 5,000.00
Available Credit		2,244.00
Available Cash		2,244.00
Amount Disputed		0.00
Statement Closing Date		05/28/10
Days in Billing Cycle		31

Payment Information

New Balance	$ 2,755.72
Total Minimum Payment Due	$97.00
Payment Due Date	06/22/10

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a $20 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	9 year(s)	$4,247.00
97.00	3 years	$ 3,486.00 (Savings=$761.00)

If you would like information about credit counseling services, call (866)791-4360.

Contact Information

Customer Service: (727) 570-4899
Report Lost or Stolen Cards (727) 570-4881

After Hours: (866) 604-0381,
Please send Billing Inquiries and Correspondence to:
CUSTOMER SERVICE PO BOX 30695 TAMPA, FL 33630

Visit us on the web at:

Please Mail Your Payments to:
VISA PO BOX 30131 TAMPA FL 33630-3131

Transactions

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
05/18	05/19	3405	24164070138018219387257	ENTERPRISE RENT-A-CAR COLUMBIA SC	98.22
05/23	05/24	5812	24445000142766563351O2	RUBY TUESDAY #3671 COLUMBIA SC	45.24
05/23	05/25	5912	24445000142770501297Z9	CVS PHARMACY #5549 Q03 IRMO SC	53.73

NOTICE: CONTINUED ON PAGE 3

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY
0485

COMMUNITY FIRST BANK
P O BOX 459
SENECA SC 29679-0459

Account Number
[redacted] 5016

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

05/28/10 $2,755.72 $97.00 06/22/10 $

DEBI BAKER BROOKSHIRE
37 PALMETTO WOOD PKWY
IRMO SC 29063 - 2680

62959

MAKE CHECK PAYABLE TO:

336303131313

VISA
PO BOX 30131
TAMPA FL 33630 - 3131

290632880372

31 4388 0921 9010 5016 00009700 00275572 0

CFB006608

Account Number: [redacted] 5016
Closing Date: 05/20/10
Credit Limit: $5,000.00 Available Credit: $2,244.00 62959

Transactions - Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
05/26	05/27	5311	24445000147280678146660		120.93
KOHL'S #1195 COLUMBUS SC					
				Payments, Adjustments and Others	
05/17	05/18	6010	10138219462000200		2,000.00-
PAYMENT - THANK YOU					
				TOTAL PAYMENTS OR ADJUSTMENTS	$ 2000.00-
					Interest Charge
05/20	05/20		74388090148057148064000		48.79
INTEREST CHARGE-PURCHASE					
				TOTAL INTEREST FOR THIS PERIOD	$ 48.79

2010 Totals Year To Date

Total Fees Charged in 2010	$ 0.00
Total Interest Charged in 2010	$ 48.79

Interest Charge Calculation/Plan Level Information

Plan Description	ICM1	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR)2	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	$ 3668.33 1.3300%	15.96%		$ 48.79	
CASH	F	$ 0.00 1.3300%	15.96%		$ 0.00	
FEES/INTEREST CHARGE					$ 0.00	
TOTAL				15.96%	$ 48.79	$ 2,755.72

1 ICM Interest Charge Method: See reverse side of Page 1 for explanation.
2 Your Annual Percentage Rate (APR) is the annual interest rate on your account.

If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

CFB006609

746

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 06/30/2010
DOCUMENTS: 13

**********AUTO**MIXED AADC 296 R
7555 0 8280 MB 0.362 26 12 5

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

30-0
1
12

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	84,763.54	LAST STATEMENT 05/28/10	70,899.18
AVERAGE BALANCE	84,775.11	4 CREDITS	58,465.11
		14 DEBITS	58,138.51
		THIS STATEMENT 06/30/10	71,225.78

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	06/24	381.76						

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT	
FBO Debi Baker Brookshire	06/08	52,641.93	ACH
BAKERANDBAKEROP BOPER	06/15	5,433.76	ACH
INTEREST	06/30	7.66	

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
MISCELLANEOUS DEBIT	06/02	3,100.00
FUNDS TRANSFER	06/03	2,500.00
MISCELLANEOUS DEBIT	06/04	12,000.00
FUNDS TRANSFER	06/07	2,500.00

* * * C O N T I N U E D * * *

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
FUNDS TRANSFER	06/11	3,000.00
MISCELLANEOUS DEBIT	06/14	2,500.00
FUNDS TRANSFER	06/15	3,000.00
FUNDS TRANSFER	06/16	3,000.00
MISCELLANEOUS DEBIT	06/22	1,136.64
T.M.C.C LOAN PMT	06/23	648.13
FUNDS TRANSFER	06/24	2,500.00
MISCELLANEOUS DEBIT	06/24	2,729.74
FUNDS TRANSFER	06/25	3,000.00
AMERICAN EXPRESS ELEC REMIT	06/29	16,524.00

INTEREST

AVERAGE LEDGER BALANCE:	84,775.11	INTEREST EARNED:	7.66
AVERAGE AVAILABLE BALANCE:	84,763.54	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	7.66	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	49.11		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
06/02	67,799.18	06/11	100,441.11	06/23	95,590.10
06/03	65,299.18	06/14	97,941.11	06/24	90,742.12
06/04	53,299.18	06/15	100,374.87	06/25	87,742.12
06/07	50,799.18	06/16	97,374.87	06/29	71,218.12
06/08	103,441.11	06/22	96,238.23	06/30	71,225.78

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

OCESSING DATE:	JUNE 14, 2010
QUENCE:	970710011360
IG. SEQUENCE:	710000011350-020
CKET:	1
CR:	C
	0
OUTING:	053555022
COUNT:	[redacted]0356
ANCODE:	20
OUNT:	$ 2,500.00

COMMUNITY FIRST BANK

Date 6/14/10 Prep by RA Apprvd by KS

Customer Name Credit Card Clearing

Customer Signature Deb Brookshire

Tran Description [redacted] 5016

GREENLEYS, CORP. SIOUX RAPIDS, IA PH 1-800-872-0400

DDA/DDL CREDIT TRANSACTIONS
Form 185

Regular Demand Deposit

11 Force Re-open Deposit
12 Regular Deposit
16 Funds Transfer
20 Misc Credit
30 Loan Advance
31 Manual Interest

Loan Demand Deposit

41 Principal Only Payment
42 Interest Only Pay
45 Regular Payment

ACCOUNT NUMBER	TRAN CODE	AMOUNT
[redacted]0356	020	$ 250000

⑆55555⑈5022⑆

06/14/2010 710000011350 >053202130<CFB Seneca N

CFB003724

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CLEARING DATE: JUNE 24, 2010

SEQUENCE: 97071008630
ORIG. SEQUENCE: 71000008610-018
POCKET: 1
DRCR: D

SERIAL: 0
ROUTING: 055556012
ACCOUNT: [redacted]1950
TRANCODE: 53
AMOUNT: $ 2,729.74

COMMUNITY FIRST BANK

Date 4/24/10 Prep by [illegible] Apprvd by RD

Customer Name OTTO BROOKSHIRE

Customer Signature

Tran Description AUDIT VNA

GREENLEYS CORP SIDCOURNEY [illegible]

DDA/DDL DEBIT TRANSACTIONS
Form 180

Regular Demand Deposit

52 Check Handling Charge
53 Miscellaneous Debit
59 Officer Approved Check
60 Loan Payment
61 Pay First Check
65 MMIA at Window
66 Funds Transfer
75 Federal WH
78 Service Charge
79 Close Acct WD

Loan Demand Deposit

43 Loan Advance

ACCOUNT NUMBER	TRAN CODE	AMOUNT
[redacted] 1950	053	$ 2729 74

⑆055556012⑆

05/24/2010 71000008610 >853282138<CFB Seneca-N

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

CFB006597

DEBI BAKER BROOKSHIRE
Account Number: [redacted] 5016

Statement Closing Date:
June27,2010

Summary of Account Activity

Previous Balance		$ 2,755.72		
Payments	-	5,229.74		
Other Credits	-	0.00		
Other Debits	+	0.00		
Purchases	+	2823.15		
Cash Advances	+	0.00		
Fees Charged	+	0.00		
Interest Charged	+	0.00		
NEW BALANCE		$ 349.13		
Credit Limit		$ 5,000.00		
Available Credit		4,650.00		
Available Cash		4,649.00		
Amount Disputed		0.00		
Statement Closing Date		06/27/10		
Days in Billing Cycle		30		

Payment Information

New Balance $ 349.13

Total Minimum Payment Due $20.00

Payment Due Date 07/22/10

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a $20 late fee.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	20 month(s)	$400.00

If you would like information about credit counseling services, call (866)791-4360.

Contact Information

Customer Service: (727) 570-4899
Report Lost or Stolen Card: (727) 570-4881

After Hours: (866) 604-0381
Please send Billing Inquiries and Correspondence to:
CUSTOMER SERVICE PO BOX 30695 TAMPA, FL 33630

Visit us on the web at:

Please Mail Your Payments to:
VISA PO BOX 30131 TAMPA FL 33630-3131

Transactions

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
05/30	06/01	5812	24266570151200299402721	CALIFORNIA DREAMING COL COLUMBIA SC	$ 90.71
05/31	06/01	5732	24399000151295101080663	BEST BUY 00002642 COLUMBIA SC	1,538.59
06/02	06/04	5912	24445000154290920851650	CVS PHARMACY #5549 Q09 IRMO SC	52.58

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY.

0010 0215

COMMUNITY FIRST BANK
P O BOX 459
SENECA SC 29679 - 0459

Account Number
[redacted] 5016

Check box to indicate name/address change on back of this coupon

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date

06/27/10 $349.13 $20.00 07/22/10 S

DEBI BAKER BROOKSHIRE
37 PALMETTO WOOD PKWY
IRMO SC 29063 - 2880

114531

MAKE CHECK PAYABLE TO:

>336303131313<

VISA
PO BOX 30131
TAMPA FL 33630 - 3131

>290632880372<

31 4388 0921 9010 5016 00002000 00034913 0<

CFB006598

Account Number: [redacted] 5016
Closing Date: 06/27/10
Credit Limit: $5,000.00 Available Credit: $4,650.00

114531

Transactions... Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
06/02	06/04	5812	24013390154018731366288	AL AMIR RESTAURANT III COLUMBIA SC	10.00
06/07	06/08	5499	24326880158286202700065	MURRAYWOOD HEALTH FOODS COLUMBIA SC	42.11
06/07	06/08	5941	24445000159297426080953	SHOE CARNIVAL 80084 COLUMBIA SC	140.07
06/07	06/09	5641	24445000159298123328223	JUSTICE #0769 COLUMBIA SC	152.48
06/18	06/20	5411	24445710170313767675752	KROGER CO 002 IRMO SC	129.08
06/19	06/20	5542	24761970170521974400063	CIRCLE K 05136 004 IRMO SC	48.80
06/19	06/20	5411	24445710170313767675836	KROGER CO 002 IRMO SC	200.85
06/20	06/22	5812	24399000172138000123688	RED LOBSTER 0S000001727 CAYCE SC	68.75
06/23	06/25	5912	24445000175320169935467	CVS PHARMACY #5549 003 IRMO SC	53.72
06/24	06/27	5542	24316050176548344017611	SHELL OIL 57918000349 COLUMBIA SC	30.00
06/24	06/27	7230	24013390176019458623616	HOTSHOTS HAIRCUTS IRMO SC	24.90
06/24	06/27	5812	24013390176019481333696	LIZARDS THICKET IRMO VILL IRMO SC	37.44
06/25	06/27	5542	24316050177546214037821	SHELL OIL 20658220050	37.55
06/25	06/27	5542	24625120177401725744724	CHEVRON 00208727 LEEDS AL	48.68
06/25	06/27	5542	24625120177401728551746	TEXACO 00305676 BREMEN GA	50.50
06/25	06/27	5814	24224430178101046394400	CRYSTAL MADISON GA	21.24
06/25	06/27	5411	24445710176322098453643	KROGER CO 012 COLUMBIA SC	45.10
06/14	06/15	6010	10166219534000210	PAYMENT - THANK YOU	2,500.00-
06/24	06/25	6010	10176219548000160	PAYMENT - THANK YOU	2,729.74-

Payments, Adjustments and Others

TOTAL PAYMENTS OR ADJUSTMENTS 2010 Totals Year To Date $ 5229.74-

Total Fees Charged in 2010 $ 0.00

Total Interest Charged in 2010 $ 48.79

Interest Charge Calculation/Plan Level Information

Plan Description	ICM1	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR)2	Interest Charge	Ending Balance
CURRENT PURCHASES	G	$ 3063.49	1.3300%	15.96%	$ 0.00	
	F	$ 0.00	1.3300%	15.96%	$ 0.00	
CASH					$ 0.00	
FEES/INTEREST CHARGE					$ 0.00	
TOTAL				0.00%	$ 0.00	$ 349.13

1 ICM Interest Charge Method: See reverse side of Page 1 for explanation.
2 Your Annual Percentage Rate (APR) is the annual interest rate on your account.

If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526
CE800699

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

EXHIBIT 47

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 09/30/2009
DOCUMENTS: 18

**********AUTO**MIXED AADC 296
2634 0.7990 MB 0.382 12 12 3

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 2
1707 DEVINE ST 16
COLUMBIA SC 29201-4011

****

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACR COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/31/09	555.37
DEPOSIT		600.00	09/01/09	1,155.37
INVESTMENT COUNTER WITHDRAWAL	1,000.00		09/01/09	155.37
INVESTMENT COUNTER WITHDRAWAL	151.00		09/02/09	4.37
FBO Debi Baker Brookshire		43,200.00	09/04/09 ACH	43,204.37
INVESTMENT COUNTER WITHDRAWAL	442.00		09/04/09	42,762.37
INVESTMENT COUNTER WITHDRAWAL	491.00		09/04/09	42,271.37
INVESTMENT COUNTER WITHDRAWAL	2,500.00		09/04/09	39,771.37
INVESTMENT COUNTER WITHDRAWAL	857.02		09/08/09	38,914.35
INVESTMENT COUNTER WITHDRAWAL	2,500.00		09/09/09	36,414.35
INVESTMENT COUNTER WITHDRAWAL	2,735.64		09/09/09	33,678.71
	3,623.93		09/09/09	30,054.78

* * * C O N T I N U E D * * *

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	4,000.00		09/09/09	26,054.78
BAKERANDBAKER BAKER		5,433.75	09/15/09 ACH	31,488.54
INVESTMENT COUNTER WITHDRAWAL	2,654.00		09/16/09	28,834.54
INVESTMENT COUNTER WITHDRAWAL	3,500.00		09/22/09	25,334.54
DEPOSIT		440.00	09/23/09	25,774.54
MISCELLANEOUS DEBIT	5,000.00		09/23/09	20,774.54
INVESTMENT COUNTER WITHDRAWAL	109.92		09/23/09	20,664.62
INVESTMENT COUNTER WITHDRAWAL	656.02		09/24/09	20,008.60
INVESTMENT COUNTER WITHDRAWAL	570.00		09/25/09	19,438.60
INTEREST		11.54	09/30/09	19,450.14
BALANCE THIS STATEMENT			09/30/09	19,450.14

TOTAL CREDITS	(5)	49,685.30	AVG AVAILABLE BALANCE		24,706.25
TOTAL DEBITS	(16)	30,790.53	AVERAGE BALANCE		24,720.92

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

AVERAGE LEDGER BALANCE:	24,720.92	INTEREST EARNED:	11.54
AVERAGE AVAILABLE BALANCE:	24,706.25	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	11.54	ANNUAL PERCENTAGE YIELD EARNED:	.57%
INTEREST PAID 2009:	54.16		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

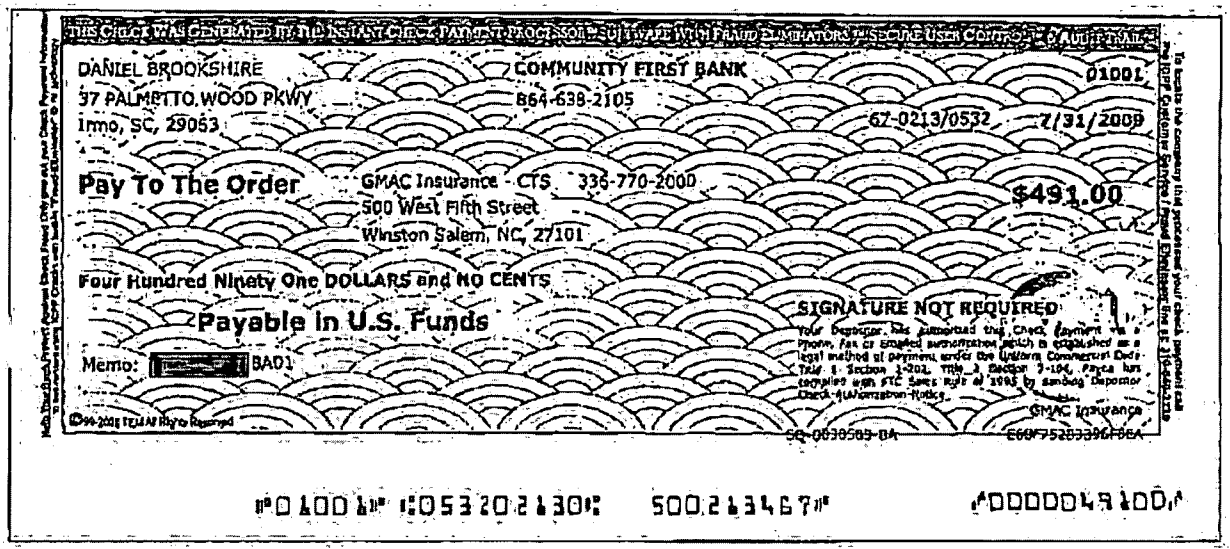
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

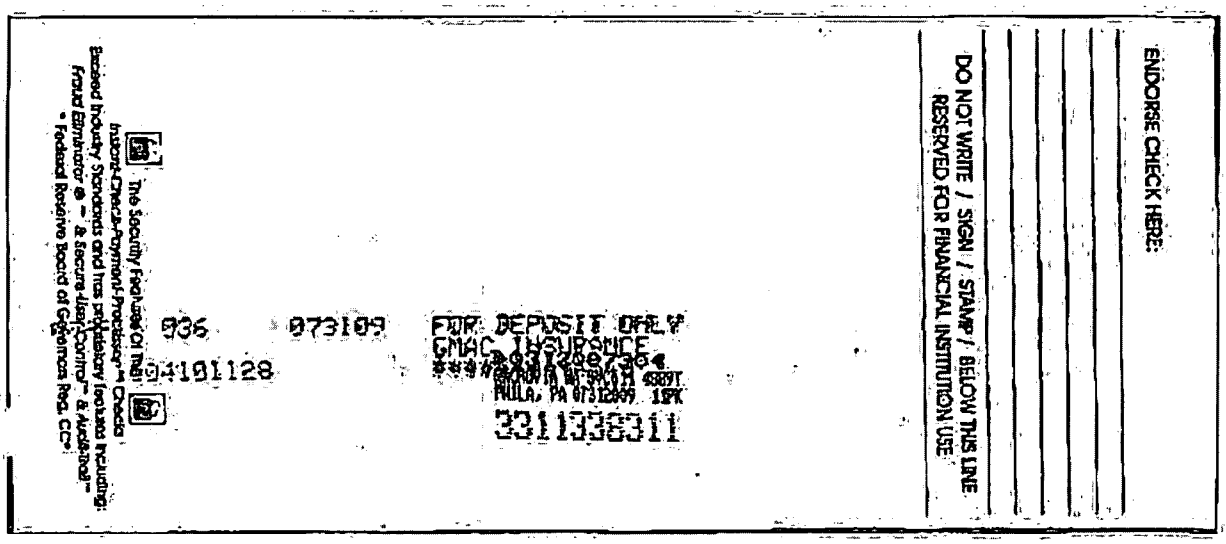
RESEARCH ITEM PRINT 10/24/13 15:57 PAGE: 1

CHECKING DATE: AUGUST 03, 2009

SEQUENCE: 99000010340
ORIG. SEQUENCE: 100000019012160
POCKET: 1
DSCR: D

SERIAL: 1001
ROUTING: 053202130
ACCOUNT: [redacted]1467
TRANCODE: 68
AMOUNT: $ 491.00





CFB003248

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 10/31/2007
DOCUMENTS: 13

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30=0
0
COLUMBIA SC 29205 13

PLEASE VISIT OUR NEW OFFICE NOW OPEN AT 2007 EAST GREENVILLE ST, ANDERSON, SC. (ACROSS FROM ANMED HEALTH CAMPUS ON HIGHWAY 81). PHONE (864)224-0178.

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/28/07	580,573.13
FUNDS TRANSFER	36,626.00		10/04/07	543,947.13
CELLANEOUS DEBIT	349.39		10/10/07	543,597.74
CELLANEOUS DEBIT	4,460.22		10/10/07	539,137.52
MISCELLANEOUS DEBIT	4,587.29		10/10/07	534,550.23
MISCELLANEOUS DEBIT	1.00		10/15/07	534,549.23
MISCELLANEOUS DEBIT	237.00		10/15/07	534,312.23
MISCELLANEOUS DEBIT	504.00		10/15/07	533,808.23
MISCELLANEOUS DEBIT	1,038.50		10/15/07	532,769.73
MISCELLANEOUS DEBIT	2,339.00		10/15/07	530,430.73
FUNDS TRANSFER	15,000.00		10/18/07	515,430.73
FUNDS TRANSFER	67,367.00		10/24/07	448,063.73
MISCELLANEOUS DEBIT	1,197.91		10/25/07	446,865.82
MISCELLANEOUS DEBIT	50,000.00		10/31/07	396,865.82
INTEREST		2,059.43	10/31/07	398,925.25
BALANCE THIS STATEMENT			10/31/07	398,925.25

TOTAL CREDITS	(1)	2,059.43	AVG AVAILABLE BALANCE	516,645.47
TOTAL DEBITS	(13)	183,707.31	AVERAGE BALANCE	516,645.47

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER,BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

- - - - - - - - - - I N T E R E S T - - - - - - - - - -

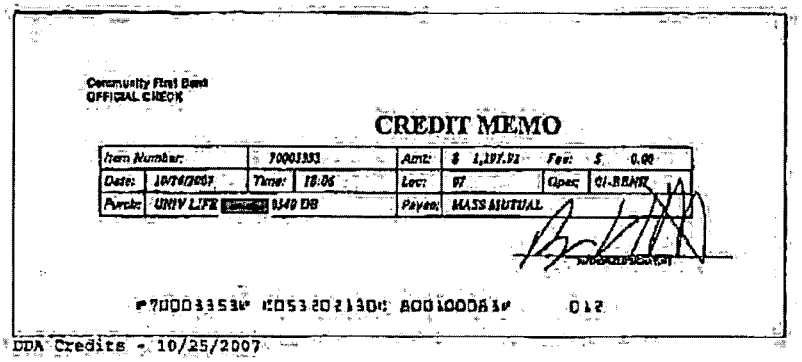
AVERAGE LEDGER BALANCE:	516,645.47	INTEREST EARNED:	2,059.43
AVERAGE AVAILABLE BALANCE:	516,645.47	DAYS IN PERIOD:	33
INTEREST PAID THIS PERIOD:	2,059.43	ANNUAL PERCENTAGE YIELD EARNED:	4.50%
INTEREST PAID 2007:	11,345.93		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526



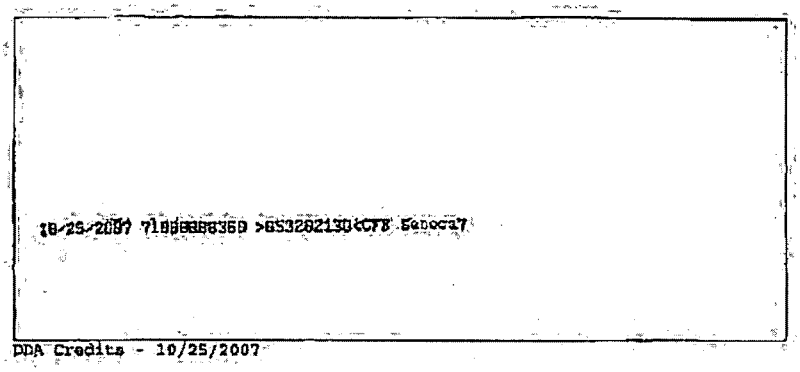
Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:		70003353		Amt:	$ 1,197.91	Fee:	$ 0.00
Date:	10/24/2007	Time:	18:06	Loc:	97	Oper:	01-BRANCH
Purch:	UNIV LIFE [redacted]		8340 DB	Payee:	MASS MUTUAL		

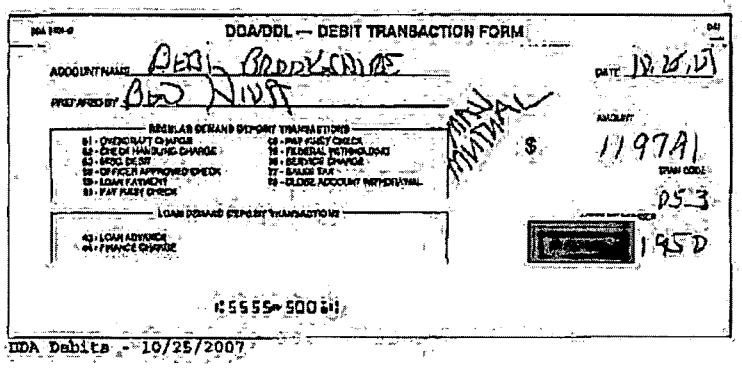
[redacted]

DDA Credits - 10/25/2007



10/25/2007 7100000000369 >053202130<CFB General

DDA Credits - 10/25/2007



DDA/DDL — DEBIT TRANSACTION FORM

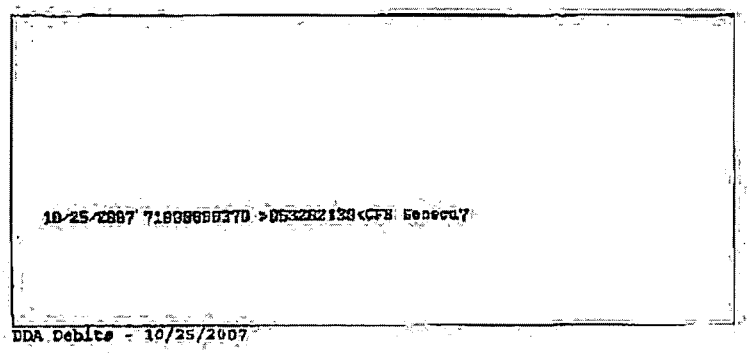
ACCOUNT NAME: DEB BROOKSHIRE
FIRST APPROVED BY: BRD NUTT
DATE: 10.25.07
AMOUNT: $ 1197.91
TRAN CODE: DS3
195D

REGULAR DEMAND DEPOSIT TRANSACTIONS
01 - OVERDRAFT CHARGE
02 - CHECK HANDLING CHARGE
03 - STOP PAYMENT
04 - OFFICER APPROVED CHECK
05 - LOAN PAYMENT
06 - PAY PAPER CHECK
10 - PAY PAPER CHECK
16 - FEDERAL WITHHOLDING
18 - SERVICE CHARGE
17 - SALES TAX
19 - CLOSE ACCOUNT WITHDRAWAL

LOAN DEMAND DEPOSIT TRANSACTIONS
43 - LOAN ADVANCE
44 - FINANCE CHARGE

[redacted]

DDA Debits - 10/25/2007



10/25/2007 7100000000370 >053202130<CFB General

DDA Debits - 10/25/2007

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 10/31/2008
DOCUMENTS: 12

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST 30-0
1
COLUMBIA SC 29205 11

AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2009

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/08	20,106.99
NATIONWIDE P&C NW INTREFT	139.70		10/03/08	19,967.29
NATIONWIDE P&C NW INTREFT	496.00		10/03/08	19,471.29
NATIONWIDE P&C NW INTREFT	512.00		10/03/08	18,959.29
NATIONWIDE P&C NW INTREFT	901.90		10/03/08	18,057.39
DEPOSIT		305,626.36	10/08/08	323,683.75
INVESTMENT COUNTER WITHDRAWAL	302.00		10/08/08	323,381.75
INVESTMENT COUNTER WITHDRAWAL	374.00		10/08/08	323,007.75
INVESTMENT COUNTER WITHDRAWAL	380.00		10/08/08	322,627.75
INVESTMENT COUNTER WITHDRAWAL	450.00		10/08/08	322,177.75
INVESTMENT COUNTER WITHDRAWAL	1,377.98		10/08/08	320,799.77
INVESTMENT COUNTER WITHDRAWAL	20,000.00		10/10/08	300,799.77
DEPOSIT	4,632.76	7,560.00	10/14/08	296,167.01
			10/15/08	303,727.01

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
INVESTMENT COUNTER WITHDRAWAL	3,500.00*		10/16/08	300,227.01
BAKERANDBAKER BAKER TRF		5,433.76	10/17/08	305,660.77
MISCELLANEOUS DEBIT	2,500.00*		10/21/08	303,160.77
INVESTMENT COUNTER WITHDRAWAL	3,500.00*		10/24/08	299,660.77
INVESTMENT COUNTER WITHDRAWAL	842.61*		10/24/08	298,818.16
INTEREST	15,000.00*		10/28/08	283,818.16
BALANCE THIS STATEMENT		588.89	10/31/08	284,407.05
			10/31/08	284,407.05

TOTAL CREDITS	(4) 319,209.01	AVG AVAILABLE BALANCE		236,468.75
TOTAL DEBITS	(16) 54,908.95	AVERAGE BALANCE		236,712.62

INTEREST

AVERAGE LEDGER BALANCE:	236,712.62	INTEREST EARNED:	588.89
AVERAGE AVAILABLE BALANCE:	236,468.75	DAYS IN PERIOD:	31
INTEREST PAID THIS PERIOD:	588.89	ANNUAL PERCENTAGE YIELD EARNED:	2.97%
INTEREST PAID 2008:	4,596.58		

ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

INST. : 000 COMMUNITY T BANK PAG 355
REPORT: IE -027 19.06.0 ITEM ENT STEM RUN DAT /03/2008
SYSTEM: 10/03/2008 18:35 BLOCK LISTING PROCESSED THRU: 10/03/2008
BLOCK: 0096 Acft Items

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	PKT	------- DESCRIPTION -------
4264.00	0532-0213		1950 10/03/08	901.90		064	01	NATIONWIDE P&C NW INTREFT
4265.00	0532-0213		1950 10/03/08	139.70		064	01	NATIONWIDE P&C NW INTREFT
4266.00	0532-0213		1950 10/03/08	512.00		064	01	NATIONWIDE P&C NW INTREFT
4267.00	0532-0213		1950 10/03/08	496.00		064	01	NATIONWIDE P&C NW INTREST

Redacted

Redacted

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526
CFB002869

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

000 00007 03 PAGE: 1
ACCOUNT: [redacted]1950 10/30/2009
DOCUMENTS: 10

**********AUTO**MIXED AADC 296
2849 0.8250 MB 0.382 13 11 3

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA SC 29201-4011

30-0
1
9

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AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.

****

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			09/30/09	19,450.14
INVESTMENT COUNTER WITHDRAWAL	1,500.00		10/02/09	17,950.14
INVESTMENT COUNTER WITHDRAWAL	3,200.00		10/02/09	14,750.14
INVESTMENT COUNTER WITHDRAWAL	3,000.00		10/05/09	11,750.14
	2,500.00		10/09/09	9,250.14
MISCELLANEOUS DEBIT	1,145.83		10/14/09	8,104.31
BAKERANDBAKER BAKER		5,433.76	10/15/09 ACH	13,538.07
INVESTMENT COUNTER WITHDRAWAL	2,000.00		10/15/09	11,538.07
MISCELLANEOUS DEBIT	984.66		10/21/09	10,553.41
DEPOSIT		7,000.00	10/22/09	17,553.41
INVESTMENT COUNTER WITHDRAWAL	1,500.00		10/22/09	16,053.41
INVESTMENT COUNTER WITHDRAWAL	3,500.00		10/26/09	12,553.41
INTEREST		4.41	10/30/09	12,557.82
BALANCE THIS STATEMENT			10/30/09	12,557.82

* * * C O N T I N U E D * * *

CFB003313

DEBI BAKER BROOKSHIRE TRUST

PERFORMANCE INVESTMT ACCOUNT [redacted]1950

TOTAL CREDITS	(3)	12,438.17	AVG AVAILABLE BALANCE	12,160.62
TOTAL DEBITS	(9)	19,330.49	AVERAGE BALANCE	12,393.95

- - - - - - - - - I N T E R E S T - - - - - - - - -

AVERAGE LEDGER BALANCE:	12,393.95	INTEREST EARNED:	4.41
AVERAGE AVAILABLE BALANCE:	12,160.62	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	4.41	ANNUAL PERCENTAGE YIELD EARNED:	.44%
INTEREST PAID 2009:	58.57		

- - - ITEMIZATION OF NSF PAID AND RETURNED ITEM FEES - - -

	THIS PERIOD	YEAR TO DATE
NSF PAID ITEM FEE:	.00	.00
NSF RETURNED ITEM FEE:	.00	.00
OVERDRAFT FEES:	.00	.00

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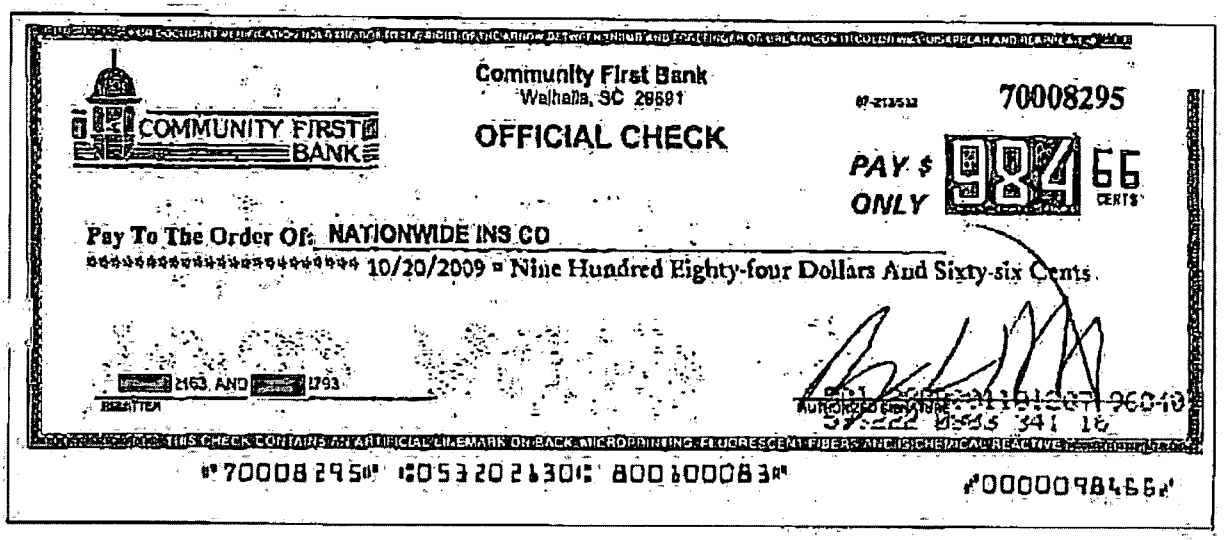
ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

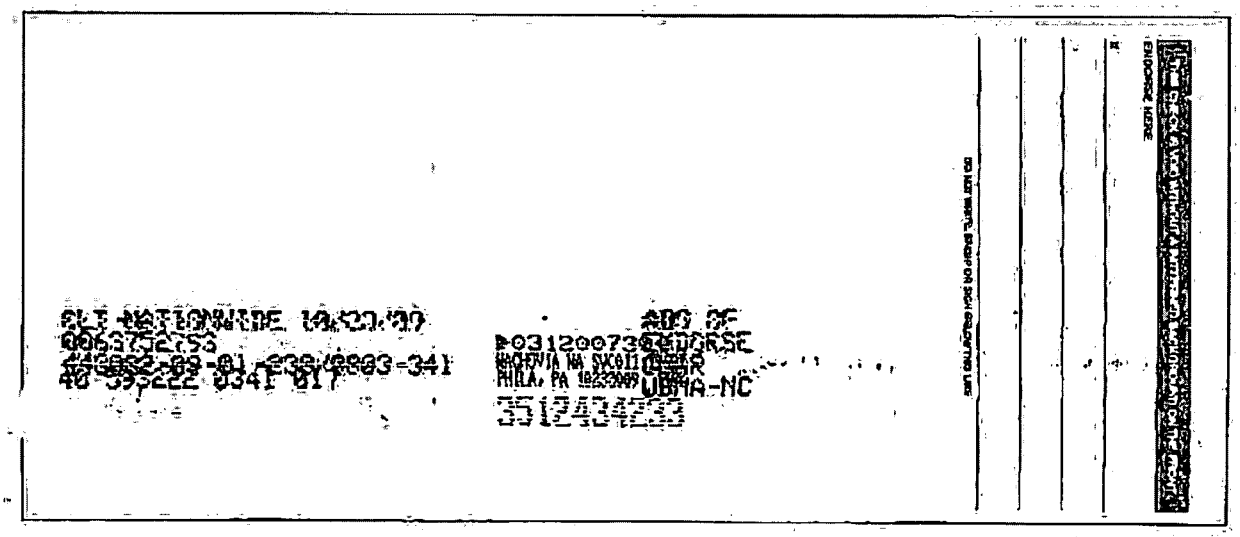
RESEARCH ITEM PRINT 10/26/13 14:09 PAGE: 1

ISSUING DATE: OCTOBER 26, 2009

SEQUENCE: 930000041430
ORIG. SEQUENCE: 100000021177870
POCKET: 1
DECR: D

SERIAL: 70008295
ROUTING: 053202130
ACCOUNT: [redacted]083
TRANCODE: 68
AMOUNT: $ 984.66





CFB003352

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 04/30/2010
DOCUMENTS: 14

**********AUTO**MIXED AADC 296
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DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 1
1707 DEVINE ST 13
COLUMBIA SC 29201-4011

****
* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *
****

****
AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	15,008.15	LAST STATEMENT 03/31/10	152.46
AVERAGE BALANCE	15,008.15	4 CREDITS	37,674.99
		14 DEBITS	29,261.26
		THIS STATEMENT 04/30/10	8,566.19

DEPOSITS

REF #	DATE	AMOUNT	REF #	DATE	AMOUNT	REF #	DATE	AMOUNT
	04/05	2,000.00						

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT	
FBO Debi Baker Brookshire	04/09	30,240.00	ACH
BAKERANDBAKER02 BOPER	04/15	5,433.76	ACH
INTEREST	04/30	1.23	

CHECKS

CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT	CHECK #	DATE	AMOUNT
3001	04/15	512.47						

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
INVESTMENT COUNTER WITHDRAWAL	04/05	2,000.00-
INVESTMENT COUNTER WITHDRAWAL	04/13	4,000.00-
MISCELLANEOUS DEBIT	04/14	2,974.49-
INVESTMENT COUNTER WITHDRAWAL	04/14	3,500.00-
MISCELLANEOUS DEBIT	04/16	1,032.00-
INVESTMENT COUNTER WITHDRAWAL	04/16	2,000.00-
VICTORIA FIRE & INS.PREM.4	04/19	1,356.00-
MISCELLANEOUS DEBIT	04/21	500.00-
FUNDS TRANSFER	04/22	2,500.00-
MISCELLANEOUS DEBIT	04/26	2,586.30-
FUNDS TRANSFER	04/27	2,000.00-
MISCELLANEOUS DEBIT Need	04/29	1,800.00-
FUNDS TRANSFER	04/30	2,500.00-

INTEREST

AVERAGE LEDGER BALANCE:	15,008.15	INTEREST EARNED:	1.23
AVERAGE AVAILABLE BALANCE:	15,008.15	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1.23	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	40.08		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/05	152.46	04/16	21,807.26	04/27	12,864.96
04/09	30,392.46	04/19	20,451.26	04/29	11,064.96
04/13	26,392.46	04/21	19,951.26	04/30	8,566.19
04/14	19,917.97	04/22	17,451.26		
04/15	24,839.26	04/26	14,864.96		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

Inst. : 000
Report: IES/3210-027 19.07.0
System: 04/19/2010 18:35

COMMUNITY T BANK
ITEM ENTRY SYSTEM
BLOCK LISTING
BLOCK: 0096

Page: 614
Run Date: 04/19/2010
Processed Thru: 04/19/2010

SEQUENCE	R/T-NUMBER	ACCOUNT-NUMBER	DATE	AMOUNT	CHECK-#	T/C	PKT	DESCRIPTION
Redacted								
Z443.00	0532-0213		950 04/19/10	1,856.00		064	01	VICTORIA FIRE & INS.PREM.4
Redacted								

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526
CFB003650

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

EXHIBIT 48

000 00007 01 PAGE: 1
ACCOUNT: [redacted]1950 04/30/2010
DOCUMENTS: 14

**********AUTO**MIXED AADC 296
2691 0.8250 MB 0.382 13 9 3

DEBI BAKER BROOKSHIRE TRUST 30-0
DEBI BAKER BROOKSHIRE TRUSTEE 1
1707 DEVINE ST 13
COLUMBIA SC 29201-4011

****

* AS PART OF THE ECONOMIC STABILIZATION BILL, A TEMPORARY INCREASE *
* IN FDIC INSURACE COVERAGE IS EFFECTIVE IMMEDIATELY. *
* COVERAGE RAISES TO $250,000 PER DEPOSITOR THROUGH DECEMBER 31,2013 *

****

AS OF SEPTEMBER 18, 2009, ALL INTERNATIONAL ACH TRANSACTIONS MUST BE VERIFIED AGAINST THE LIST OF SPECIALLY DESIGNATED NATIONALS. THIS ACTION MAY CAUSE A DELAY IN THE SETTLEMENT OF SUCH FUNDS TO YOUR ACCOUNT.
****

49+ CHECKING ACCOUNT [redacted]1950

AVAILABLE BALANCE	15,008.15	LAST STATEMENT 03/31/10	152.46
AVERAGE BALANCE	15,008.15	4 CREDITS	37,674.99
		14 DEBITS	29,261.26
		THIS STATEMENT 04/30/10	8,566.19

DEPOSITS

REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT	REF #.....DATE.....AMOUNT
04/05 2,000.00		

OTHER CREDITS

DESCRIPTION	DATE	AMOUNT	
FBO Debi Baker Brookshire	04/09	10,240.00	ACH
BAKERANDBAKEROR BOPER	04/15	5,433.76	ACH
INTEREST	04/30	1.23	

CHECKS

CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT	CHECK #..DATE.....AMOUNT
3001 04/15 512.47*		

* * * C O N T I N U E D * * *

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

DEBI BAKER BROOKSHIRE TRUST

49+ CHECKING ACCOUNT [redacted]1950

OTHER DEBITS

DESCRIPTION	DATE	AMOUNT
INVESTMENT COUNTER WITHDRAWAL	04/05	2,000.00
INVESTMENT COUNTER WITHDRAWAL	04/13	4,000.00
MISCELLANEOUS DEBIT	04/14	2,974.49
INVESTMENT COUNTER WITHDRAWAL	04/14	3,500.00
MISCELLANEOUS DEBIT	04/16	1,032.00
INVESTMENT COUNTER WITHDRAWAL	04/16	2,000.00
VICTORIA FIRE & INS.PREM.4	04/19	1,356.00
MISCELLANEOUS DEBIT	04/21	500.00
FUNDS TRANSFER	04/22	2,500.00
MISCELLANEOUS DEBIT	04/26	2,586.30
FUNDS TRANSFER	04/27	2,000.00
MISCELLANEOUS DEBIT Neel	04/29	1,800.00
FUNDS TRANSFER	04/30	2,500.00

INTEREST

AVERAGE LEDGER BALANCE:	15,008.15	INTEREST EARNED:	1.23
AVERAGE AVAILABLE BALANCE:	15,008.15	DAYS IN PERIOD:	30
INTEREST PAID THIS PERIOD:	1.23	ANNUAL PERCENTAGE YIELD EARNED:	.10%
INTEREST PAID 2010:	60.08		

ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE
TOTAL OVERDRAFT FEES:	.00	.00
TOTAL RETURNED ITEM FEES:	.00	.00

DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
04/05	152.46	04/16	21,807.26	04/27	12,864.96
04/09	30,392.46	04/19	20,451.26	04/29	11,064.96
04/13	26,392.46	04/21	19,951.26	04/30	8,566.19
04/14	19,917.97	04/22	17,451.26		
04/15	24,839.26	04/26	14,864.96		

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

PROCESSING DATE: APRIL 29, 2010

SEQUENCE:	970710111570
ORIG. SEQUENCE:	710000111530-007
POCKET:	2
DECR:	C
SERIAL:	70009471
ROUTING:	053202130
ACCOUNT:	[redacted]0083
TRANCODE:	12
AMOUNT:	$ 1,600.00

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:		70009471		Amt:	$ 1,600.00	Fee:	$ 0.00
Date:	04/28/2010	Time:	17:57	Loc:	07	Oper:	01-BENH
Purch:	BROOKSHIRE CHECKS			Payee:	LOGAN VOXX		

AUTHORIZED SIGNATURE

⑈70009471⑈ ⑆053202130⑆ 800100083⑈ 012

04/29/2010 710000111528 >853202138<CFB Seneca N

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

OCESSING DATE: DECEMBER 30, 2009

QUENCE: 97071006130
IG. SEQUENCE: 71000006110-007
CKT: 1
CR: C

: 70008784
UTING: 053202130
COUNT: [redacted]1083
ANCODE: 12
OUNT: $ 2,000.00

Community First Bank
OFFICIAL CHECK

CREDIT MEMO

Item Number:	70008784			Amt:	$ 2,000.00	Fee:	$ 0.00
Date:	12/29/2009	Time:	17:42	Loc:	07	Oper:	01-BENH
Purch:	DEBI BROOKSHIRE			Payee:	LOGAN VOXX		

AUTHORIZED SIGNATURE

⑈70008784⑈ ⑆053202130⑆ 800100083⑈ 012

12/30/2009 71000006110 >053202130<CFB Seneca N

CFB003453

ELECTRONICALLY FILED - 2016 Dec 09 11:22 AM - OCONEE - COMMON PLEAS - CASE#2014CP3700526

OCESSING DATE:	JANUARY 11, 2010
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IG. SEQUENCE:	100000023159400
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ER:	D
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UTING:	053202130
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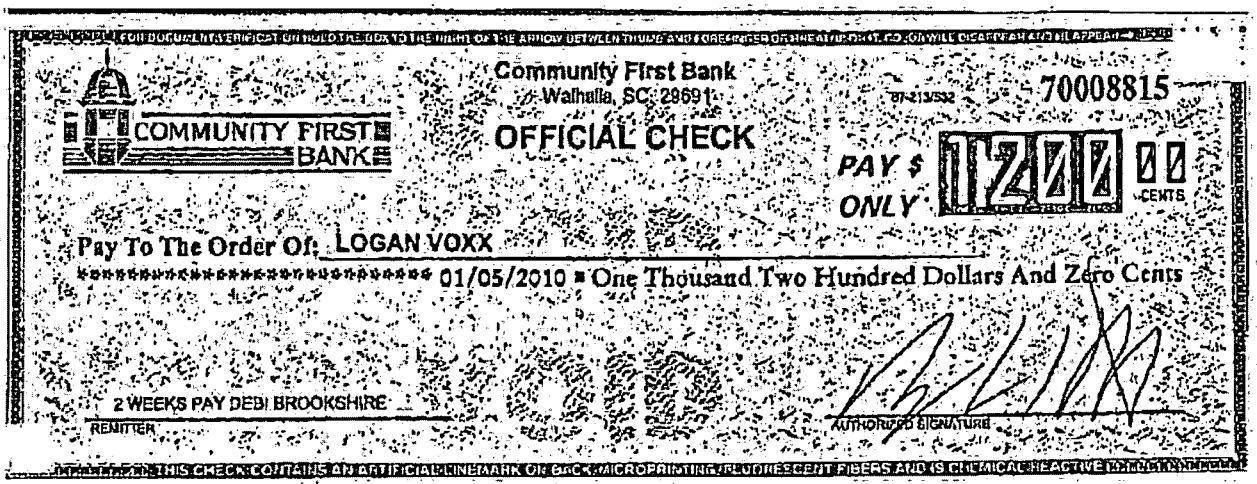
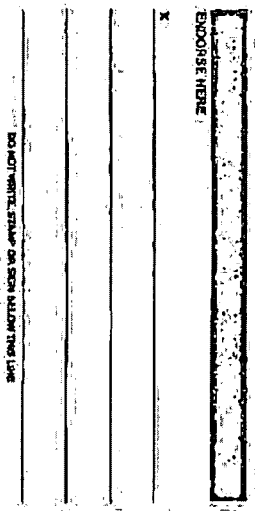
ANCODE:	88
OUNT:	$ 1,200.00





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CRSEXING DATE: MARCH 08, 2010

SEQUENCE: 950000013510
ORIG. SEQUENCE: 100000024483170
POCKET: 1
DBCR: D

SERIAL: 70009159
ROUTING: 053202130
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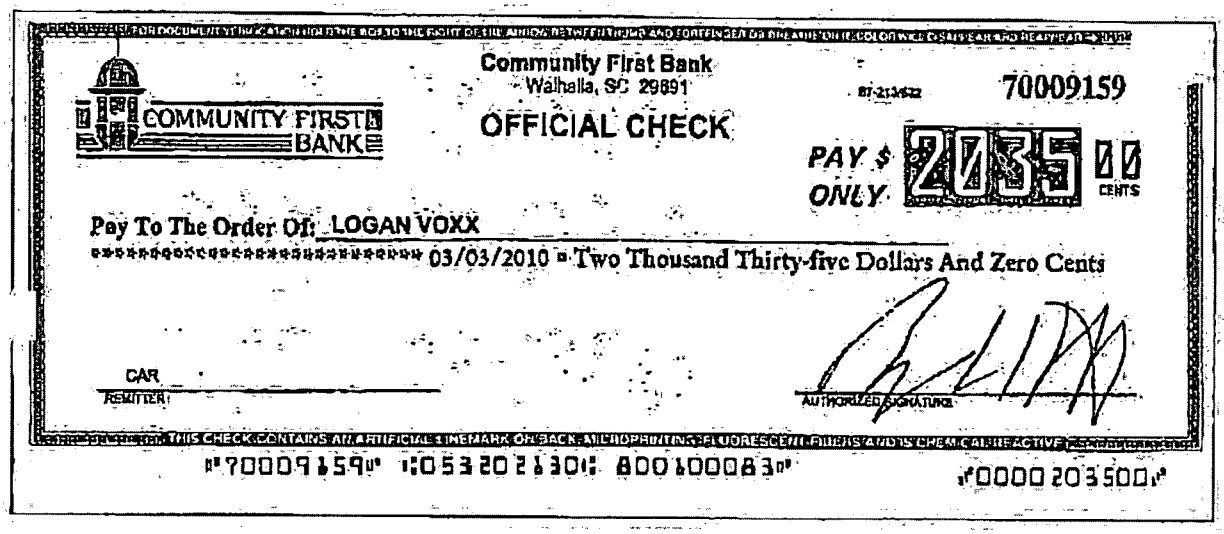
AMOUNT: $ 2,035.00



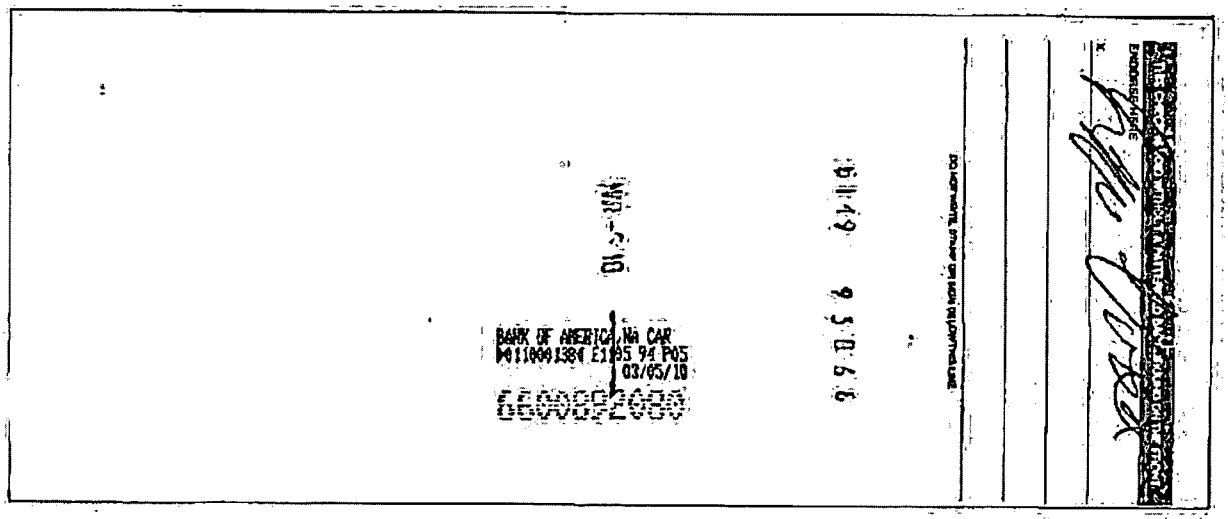


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EXHIBIT 49

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE,

Plaintiff,

vs. CASE NO. 2014-CP-37-526

COMMUNITY FIRST BANK, INC., AND BENJAMIN LEE HIOTT,

Defendants.

DEPOSITION OF:	DONALD G. JONES
DATE:	August 25, 2016
TIME:	10:02 A.M.
LOCATION:	Law Offices of Giese Law Firm, LLC 1315 Blanding Street Columbia, SC
TAKEN BY:	Counsel for the Plaintiff
REPORTED BY:	LORI S. MORTGE, Certified Court Reporter, CCR

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specifically.

MR. KNOWLTON: Let me ask you to take a look at what -- I'll mark this as Exhibit 8 to your deposition.

How have you been marking these?

THE COURT REPORTER: I've been doing Plaintiff's.

MR. KNOWLTON: Then I guess this will be Defendant's Exhibit 1.

(DFT. EXH. 1, Irregular General Ledger Entries Posted and Disbursements Made by Senior Vice President Benjamin L. Hiott, Bates Stamp Number PCS 002019, was marked for identification.)

BY MR. KNOWLTON:

Q. Is Defendant's Exhibit 1 a summary of the money that was misappropriated by Mr. Hiott and deposited into Ms. Brookshire's account?

A. It is, and I believe this particular one is for purposes of the bond claim.

Q. Right. That would be the same accounting. Would it not be?

A. The $85,000 that were reduced from the claim because of the circuitous nature of the transaction. I didn't think it was a proper claim

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EXHIBIT 50

IRREGULAR GENERAL LEDGER ENTRIES POSTED AND DISBURSEMENTS MADE BY SENIOR VICE PRESIDENT BENJAMIN L. HIOTT
BENEFICIAL TO BENJAMIN L. HIOTT, POA FOR THE DEBI BROOKSHIRE TRUST, DEBI BAKER BROOKSHIRE, TRUSTEE, AND DEBI BAKER BROOKSHIRE
FOR THE YEARS 2008 THROUGH 2011

Tab#	Date	GL Debit (Credit) Amount	GL Account Debited (Credited)	GL Account Name	GL Entry Description	Deposit (Withdrawal) Amount	Deposit Entry Description
1	7/31/2008	$ 15,000.00	1501	Due from Bank - FHLB	Int FF Sold	$ 15,000.00	Int FF Sold
2	10/8/2008	305,626.36	1001	Due From Bank - Bankers	Securities Activity	305,626.36	Deposit
3	5/14/2009	10,000.00	2001	Miscellaneous Accounts Receivable	Stock Transfer DB	10,000.00	Deposit
4	5/26/2009	5,000.00	2001	Miscellaneous Accounts Receivable	Stock Receivable	5,000.00	Credit
5	6/3/2009	3,500.00	2001	Miscellaneous Accounts Receivable	Debit	3,500.00	Deposit
6	5/25/2010	(76,289.22)	1001	US Agencies Securities - HTM	HTM Principal Paydowns	67,920.88	
		(657,655.67)	1201	US Agencies Securities - AFS	AFS Principal Paydowns		
		801,865.77	6001	Due From Bank - Federal Reserve	Wire Transfer - Securities Activity		
7	7/29/2010	(11,425.00)	1001	Accr Int - US Agencies	Int Correction on MBS Paydowns	188,575.00	
		200,000.00	1201	US Agencies Securities - AFS	Correction on MBS Int and Prin Paydowns		
8	2/28/2011	285,250.00	1001	Accr Int - US Agencies	Debit	285,233.34	Deposit
		(16.66)	3001	NoFault Adjustments < $25	Credit Correction		
9	8/26/2008	$ (15,000.00)	1501	Due from Bank - FHLB	Funds Transfer	$ (15,000.00)	Fund Transfer
10	11/1/2008	(85,000.00)	1001	Accr Int - US Agencies	Error Correction 11/01	(85,000.00)	Funds Transfer
		$ 780,855.58				$ 780,855.58	

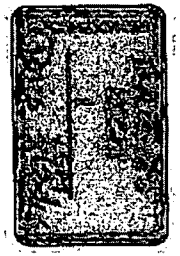

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EXHIBIT 51

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE,

Plaintiff,

CASE NO.: 2014-CP-37-526

vs

COMMUNITY FIRST BANK, INC. and BENJAMIN LEE HIOTT,

Defendants.

VIDEO DEPOSITION OF:	JOSEPH CROSBY
DATE:	April 29, 2016
TIME:	10:01 AM
LOCATION:	HAYNSWORTH SINKLER BOYD, PA One North Main Street, 2nd Floor Greenville, SC
TAKEN BY:	Counsel for the Defendant
REPORTED BY:	SUSSY LUNA, Court Reporter

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coach.

So I coached -- I went from banking to football; 27 years college football, yeah. And I worked for Jacksonville Jaguars as an intern for a year. And then in -- we got to Morris Brown and got the program going. And then they kind of got into not liking football, and I just got tired of it, you know. And we had bought some rental property on Lake Hartwell. And I just got tired of the politics of football, so I just walked away.

And I went to Hartwell and start selling real estate on Lake Hartwell and was doing good. And then we had bought a piece of property on Lake Hartwell and Fair Play.

And then the market crashed or the tech market, whatever it was in '01. And I will never forget it. I had this property and real estate was over. And so I used to -- I guess being a football coach, you always have to figure something out. So I used to count the boats that would pass my house. And so one day I told my wife I was going to put a grill beside my house, and people thought I was crazy. And Community First was the -- my bank. And so I remember calling Larry out there, and we had the property. And I said, Larry,

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I'm going to put me a restaurant out here. And he looked at me like I was crazy. And we worked it out -- because the real estate I had, the value was way more -- worth more than I owed. So Community First helped me get -- get it started. And we opened T60 Grill on Lake Hartwell.

And the restaurant went from eight tables to 800 people a day; just like that. And so we used to do Low Country Boil.

And we -- I think at that time, we were the largest purchaser of Dungeness Crab in the Southeast. And T60 Grill was like -- in South Carolina that was, like, where you went if you came to South Carolina. It was so big that the people from the Amazing Race were there.

And so one day we -- the seasoning that I used for the Low County Boil, a guy, he said, Coach, you ought to, you know, you need to protect that. Because my lawyer said, Coach, we need to go meet with somebody because everybody likes it.

So we went to a company called McClancy, and they made the seasoning for me and it was called Coach's Low Country Seasoning. And so people would buy it and do stuff. And then that year, I went up to go to the Clemson game. And I

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set up a little tent across the street. And I would sell the tailgaters little bags of it and sell little boil shrimp bags and stuff to all the Clemson people.

And one night in the restaurant, a guy kept asking me about the seasoning. He was from Walmart. And he said, Coach, I would like to know about that seasoning. And the next thing I know, a year later, we was in BI-LO, Walmart, Ingles with the seasoning.

And so we started Coach's Low Country Brands just with the seasoning. But I remember we -- we gave the schools like -- because when it happened, I wanted to do something in the community. So I gave -- We gave all the teachers hole punchers because my daughter wanted to know why my teacher need a hole puncher, so we helped with the schools. And because I always believe when you get something like that, you help your community. So we started that, and my wife had a foundation.

And so we took the seasoning and ended up building a brand of products. And we built Coach's Low Country Brands. And during that period, Community First was -- was my bank. And Fred and them helped me along the way.

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It went from that to -- I mean, it was big. I mean, like, we were -- at one point, we were in 40 Sysco houses. We had a contract with Cargill. We were shipping to the Navy, Okinawa. I mean, it went from nothing to really large, yeah.

Q Okay.

A Yeah.

Q And we'll get into some of those details --

A Yeah. Yeah.

Q -- in just a second.

A So that's kind of what I've done, yeah.

Q Okay. What kind of time frame -- what year did you open T60 Grill?

A Mother's Day, 2003.

Q Okay.

A I know the exact date because my mother came, yeah.

Q And you mentioned some work you did over at Clemson selling some spices.

Do you recall what year that was?

A Well, again, when you coach football, you know, it's always your job is on the line. So you have to just figure out a way to improvise

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stuff. So in my -- I said, I'm going to go over to Clemson and sell Low Country Boil on Friday and Saturday with a tent, and I did it. I mean, I'll do anything I have to do. But I did it to see the public's opinion of the product. It wasn't in the grocery store. It wasn't -- it was just -- I had it in a little silver bag. But I could sell it retail because McClancy made it for me to sell retail because before I would hand make it. And you can't sell to the public, unless you've got a label.

So, in doing that, when you saw how people reacted and every game they'd come back and say, I put it on chicken and this, you realize if there was a way you could get it in the grocery store, you could do it. But what happened to Clemson fans demanded that BI-LO put it in the store. So it's always good when the customer goes to the grocery store and say, You need to carry this seasoning. So that's -- that's how I was able to do it, yeah.

MS. BLACK: Let's go ahead and mark that as Exhibit 1.

(CROSBY EXH. 1, Photograph CFB004582, was marked for identification.)

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THE WITNESS: So I kind of -- you know, that's how we did it. You just do what you've got to do, you know.

BY MS. BLACK:

Q Mr. Crosby, you've been handed a sheet of paper that's marked Exhibit 1.

Is this a document you've seen before?

A Yeah. This was -- we took this -- we did this just to show the brand. We were on QVC at this time. And so this is kind of like showing all of these products, we were having copacked for us and everything on here had the season on it. That's -- that's what we -- that's what we did.

Natural Fresh was tied in with Clemson. And they were making the marinade to the right and the BBQ sauce. But Natural Fresh because of the Clemson connection, they met with me and said they would do it.

Q So is this an example of a promotional piece --

A Yes.

Q -- for Coach's Low Country Brands?

A Correct. Correct.

Q Okay.

A Correct. Yes. Yes.

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A Ney.
Q Ney?
A Yeah.
Q Is the Cargill military specialist and is working to sell more of the Coach's branded products into the military.
A Yeah.
Q Do you see that?
A Uh-huh.
Q What -- what was going on with the military and Cargill at this time?
A We -- I mean, again, I met with some military people at a show, and they liked our products. And so -- I mean, all of this happened. I sold it. I mean, I was out there selling it, traveling and doing it. But, you know, people like your product, they'll buy your product. But if you get the right people to like your product, you can get the biggest people in the world to make your product.

So that's -- that's what that was about. We -- we -- like I said, we had a contract with the Marines, Navy, Army, all of that, yeah.

MS. BLACK: Mark this as Exhibit 5.

(CROSBY EXH. 5, Ben Hiott e-mail, was

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A Yeah. Yeah. Yeah.

MS. BLACK: Mark that as 9.

(CROSBY EXH. 9, Copy of check, was marked for identification.)

BY MS. BLACK:

Q Mr. Crosby, you've been handed a document that's been marked as Defense Exhibit 9.

A Yeah.

Q Have you seen -- this is a copy of the front and back of a check.

Have you seen this check before?

A Uh-huh. Yes.

Q If you look on the endorsement line on the back of the check, is that -- whose signature is that?

A It's mine, yeah.

Q Okay.

A I remember, yeah.

Q Okay. And so is this a check you received?

A Yeah. I just signed it --

Q Okay.

A -- and signed it back to the bank, yeah.

Q Okay. Where did you get this check?

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Who gave it to you?

A. Ben did. What happened was we got -- you know, we got to a point where we were outgrowing the bank. And so I was talking to Ben, and one day he said, Coach, I have a lady friend of mine that wants to help, you know, help you with your company. I mean, I didn't know her. He just was telling me about it. And he said, you know, I've been telling her about your company, and she's willing to invest in your company. And I said, Okay.

And so I said, well, you know, I got a -- you need to tell me what it is. I never met her, but he just talked about it. And her name was Debi. And he said, She's going to give you half a million dollars. And I was like, Well, Ben, you know, what now? And so he said, No, it's fine. I said, Okay. I said, but we need to, you know, make sure we keep a record of everything. Because I -- you know, you see what I'm saying?

And so that's how it came up. And so we got the check, and I got it, and I signed it. We put it in the bank, but I never met Debi. It was just Ben said he had a lady that wanted to invest in our company. And so that's -- that's what it was.

Q. When did Mr. Hiott first mention Debi

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to you?

A I don't know. It was sometime right before this. Yeah. It wasn't -- it was not too far from when I got this. I don't remember the date. I mean, I can't. That was '07. But I just remember him talking about it. I mean, I didn't bring it up. He brought it up. You know, that's how it came up. But, again, that's -- that was how it was.

Q What was your understanding of the arrangement with Ms. Brookshire?

A Well, my thing was -- I told him that, you know, at the point we were on now, I said, you know, we'll be able to -- I said I got to work out a way we can pay her back. I said, I don't know how soon or what, but, you know, we're going to do it because at that time we were in a position where we just kept going like we were going. I mean, it would be good. And then I was going to also -- because people just don't do that every day.

I mean, and so, my understanding to him was, look, we need to make it clear to her, this thing goes big and whatever, you know. She can have stock or whatever in the company. Because, I mean, for me, it was a blessing because we were at that point where, you know, we just couldn't, you know.

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That's why I was keeping him informed about the bank. And sometime the banks get to a point where you outgrow the bank.

But, again -- I don't know. I guess I thought that's -- he and her had that kind of relationship. I mean, I never -- because I always wanted to meet her, but I never met her. And so it was just -- she was just Debi as far as I was -- it was kind of like an angel investor because you never knew who she was. But I was only going on what he told me.

Q On the check, on the front of the check it says, on the remitter line --

A Uh-huh.

Q -- Brookshire Loan Advance.

A Yeah. I mean, I just knew her name.

Q Okay.

A You know, I didn't -- her last name was Brookshire. It was Debi. All we talked about was Debi, yeah.

Q Is that what you understood this to be, a loan advance?

A Yes. Oh, yeah. I mean, I knew -- I didn't think she was just, hey, I'm going --

MR. GIESE: Object to the form.

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THE WITNESS: -- what?
MR. GIESE: I just objected to the form. You can answer the question.
THE WITNESS: Oh. Okay. I'm sorry. Okay. Yeah. Yeah. Yeah.
BY MS. BLACK:
Q Well, was your understanding of what this represented anything different than what's on the check?
A No. No. No. No. It was no different than the -- I mean, it was a loan. I mean, it's on there. I wouldn't have signed it if it wasn't -- I didn't think she was just giving it to me. No. Not at all.
MS. BLACK: We'll mark this as 10.
(CROSBY EXH. 10, Copy of official check, was marked for identification.)
THE WITNESS: Okay.
BY MS. BLACK:
Q Mr. Crosby, you've been handed what has been marked as Defendant's Exhibit 10.
A Right.
Q Do you recognize this document?
A Yes. Uh-huh. Now --
Q Hold on. Actually, that's -- we'll

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check, it was just her giving us an additional advance to help, you know, with our business. Yeah.

Q Okay. And the date on this check is November the 27th, 2007?

A Correct.

Q Correct? Okay.

Did you or your business receive additional amounts of money from Ms. Brookshire?

A I want to say one other time. I'm not -- I know it was at least -- I know it was twice. I know that for sure. And I think it was one other time, yeah.

Q Okay.

A Yeah.

Q Okay. And were additional amounts of money ever paid to vendors or creditors of your business by Ms. Brookshire?

A Not to my knowledge, no. No. I only know -- I only have what I know. You see what I'm saying? Now, we had other money that was not hers, that we paid Ben. But not like this I know. So I didn't -- I mean I don't -- no.

Q Okay. How would you categorize how your business was doing in July of 2007?

A My business was growing faster than we

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could -- what happens is when all of this stuff start happening like that, you have to buy meat, you have to buy -- you have to stay ahead of it. You can't -- like, you can't wait 'til -- I'll give you an example, we, later in this whole thing, we had a contract with the Navy. And they were buying a hundred cases a week. And they said, We really like those chicken tenders, and we're going to increase our production. We want more chicken tenders. And in a month, it went from 100 cases a week to 1600 cases a week, just like that.

And so when you get in that arena, you can go from here to here. But the issue is, you have to prepare for it. You can't just say I'm going to wait until they give you a PO. 'Cause once you get in with them, they'll tell you upfront that, hey, you know, if we like it -- especially when you deal with the military because with a Navy ship, they out for six months. And if you get two Navy ships -- and again, that PO went from 100 to 1600 a week, not a month. I mean, a week.

And so you have to have the raw material ready and be ready for them because when they come back, they expect for you to be ready. Now with Cargill, it wasn't as much of a problem

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because Cargill was running every day. But we lost that chicken contract. It was more to it than that. But it was because my manufacturer wasn't ready. And you lose -- when you don't deliver to the government, stuff like that, if you don't be on time, they cut you off.

And so what happened was as we grew, your capital needs to grow. But in the food business, you can't -- again, you can't wait. When they tell you it's going to increase, then you say, I'm going to wait until you do it, and they come with the ship and your stuff not ready, you're through. So we were having to grow, you know, grow a lot because the contracts we had.

Q How many people did you have working for you at CLCB in the 2007, 2008 range?

A Oh, Jesus. Originally, I didn't have that many. But in that time, we had probably 30 or 40 at the time.

Q Okay.

A We had a lot of employees, a lot.

Q And did you have anybody outside the company that was -- you know, that y'all were -- was working for you as well?

A What do you mean outside?

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Anyway. They, in essence, they were taking over my company, okay. So, I mean, I said I wasn't going to do it. And it just got to be bad.

And they -- long story short, they had got to my employees. And it was -- it was going to take it from me. And so we -- I went to the bank, and I told them about it. And they said -- well, I had -- I had bought a property on Hartwell called Low Country Retreat. It was 100-and-something acres on Lake Hartwell with 21 lots. They appraised it at $12 million.

And so the bank said, We'll get you a USDA loan. We're going to try to get you a USDA loan on the property because I didn't owe that much on it. And so we got Community First and another lead bank to do it. And so the whole plan was that we would get the loan to pay off these guys and pay off Debi. And we were going to just pay everybody off and have working capital and not have to deal with Venture Capitalists.

Community First was the bank, and we had a lead bank. God, I forgot the name. It was a big bank. And anyway, it was going good because I had good credit. I had never paid nobody late. I had the contracts; QVC, so we were in position.

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And then right when we were getting ready to get it, my accountant called and said, Coach, you're not going to get that loan because this mortgage crisis is getting ready to hit. And all of a sudden when the Bear Sterns came on, the bank, lead bank said, Oh, we can't do it. And the appraisal went from 12 million to 5 million. And I had to surrender Coach's Low Country Brands to these people because I couldn't fight them and -- I couldn't fight them. And so we --

Q You mentioned --

A We --

Q Go ahead. I didn't mean to cut you off.

A Well, what happened was they -- because I couldn't fight them, I had to give up my likeness, my name. They took -- I mean, we had to surrender the brand to them.

And so Fred said, Well, Coach, you know, you're going to have to either, you know, fight back, do something. And so they agreed that they would keep me on. But once we signed the papers over to them, they said, Coach, you -- you out. And so we lost everything. I mean, we -- but I couldn't -- I just couldn't fight them. I mean, I

just had to, you know. I mean, we had -- I mean, and the only reason the banks were going to support us was because we -- the stuff you just saw.

I mean, we were in position. I mean, we were selling 5,000 pounds of chicken wings a show on QVC. I mean, eight minutes. I mean -- and so -- but these guys, they just, you know -- and the whole thing was -- you know, and they said, Well, Coach, you get to do it or sue us, and that was their position. Well, you know, we're going to take it, or you just do what you want to do. And so when you get cut off -- you know, because I didn't want to have all of them employees and stuff. I mean, I only had but three employees when I built the thing. But their condition was I had to hire all of these people and all of this stuff and get all of this overhead. I guess I just should've saw it coming, but, again, what could I do, you know.

So a company now owns Coach's Low Country Brands down in Georg- -- in Atlanta, Covenant Foods. They own my picture and Coach's Low Country Brands.

Q Let's go ahead --

A Excuse me for talking about the lawyer. I didn't know.

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Q Oh. That's quite all right.
A Yeah.
MS. BLACK: Let's go ahead and mark this as Defendant's 12.
(CROSBY EXH. 12, Gerrold Walker e-mail, was marked for identification.)
BY MS. BLACK:
Q Mr. Crosby, you mentioned QVC a moment ago.
A Yeah.
Q Can you take a look at Exhibit 12, please. This is an e-mail of May 10th, 2009.
A Yeah.
Q Who is Gerrold Walker, the sender of the e-mail?
A Gerrold came on during that whole process to try to help with this fight we was having with the Venture Capitalist Group to try to work with the bank. Because everybody was trying to help me get away from these guys. The bank, even the State was trying to help with the loan because we were -- I mean, we were helping the community. And, I mean, my wife gave 5,000 kids backpacks in school, school supplies.
But it was -- so everybody was trying

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to figure out a way to help, and Gerrold came on to look at how we could get out of it, you know.

Q It -- Mr. Walker's e-mail mentions an on-air show with QVC.

A Yeah. Yeah. I got on -- I was on another -- again, I was at a food show, and a guy walked to my booth in Chicago. And he said, Man, you got people at your booth. And then he said, I'm going to fly to your office. And he said, I represent the top talent on QVC, and we'd like to put you on the show. And I got on QVC. And I was the number one seller of chicken wings in the history of QVC.

Q Was this around May 10th, 2009, around the time of this e-mail --

A Yeah. I mean, we were --

Q -- when you were doing to -- QVC?

A Yeah. I was on QVC then. Yeah. Yeah. Yeah. Yeah. Yeah.

Q Okay.

A Yeah.

Q You mentioned a moment ago your wife's backpack drive?

A Yeah.

Q What were some of the things that

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a home. And we had cars, and we had to get the employees' cars. And, of course, employees threw the cars back on us. And so -- in less than probably -- when I had that conversation with him, I had people coming to my door serving me, and we lost our home; we lost cars; we lost my name, my face. I mean, I can't -- you know, because we had to surrender the brand to those guys. And so I had to take them to the different manufactures and introduce them to them. I mean, but -- you know, I did -- what else was I going to do?

But at the end of the day, when that -- my accountant told me to turn on the TV and look at the news everything for us went from here to gone. So we lost our home. We lost cars. We lost everything. Everything. I mean, we -- and I mean, I had good real estate. When they took our real estate, we got deficiency waivers. And I didn't know what that was until I was informed on that's what it was.

And then Community First talked to Fred. And he said, We're going to write off -- he said, Coach, you can't -- ain't nothing you can do. He said, The only other choice you have is to file bankruptcy. But if you can't fight the people, what

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you going to do? You're going to work for them. He said, All you can do is go work for them. And that's what I did.

Q What was your ability at this time that you're talking about to repay the loans for Ms. Brookshire?

MR. GIESE: Object to the form.

BY MS. BLACK:

Q You can answer.

A I can answer?

Q Uh-huh.

A I couldn't. I couldn't pay anything because, again, we had some money in the bank when the Venture Capitalist group worked with us. And they said, Well, we'll -- you just use your money until we get this growing, and once we use our money, we was using their money. And once -- six months later, they decided to change the deal.

Now, again, I could have given in and done it and been okay. But when people lie to you like that in front of you and your family, you don't want to be in business with them.

Now, because of my choice, we lost. And I mean, I couldn't even pay my mortgage. That's why they took my house. I mean, I couldn't pay my

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car. But I surrendered -- I -- you know, like my car and place at the beach, I just signed it over to Community First. Because they said you know -- I said, fine, just take it. You know what I mean? I wasn't going to fight.

So most of the stuff, I just -- like my cars, I brought it to the bank and gave it to them, so they didn't have to worry about come and taking it out of my yard.

So I just pretty much surrendered. And I couldn't repay anything. I mean, I wish I could. I mean, I didn't -- I mean, if you look at the stuff, my intent -- we were in the right position to do, but -- I mean, I made the -- the choice with that group. I mean, I -- we had a contract. But I can't get into that because, you know, we ain't supposed to say. But that's -- that's what happened.

I mean, I -- I didn't work this hard with all of this stuff we just went over to get to that point to just say, Oh, I'm just not going to -- but when you're in a position where you can't fight somebody that large, I mean, what -- you know, I thought -- again, we thought, and they said they were going to take care of me and my wife. And so

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Q He knew the issues that were going on --

A Right.

Q -- because you discussed it with him?

A Yeah. And I'm going to say this, and I mean -- I mean, Fred was trying his best to help me, okay. When all of this stuff started happening and all of this -- everything got like this, his solution was, Coach, you've got that hundred acres over there on the lake, you don't owe a lot on it, all I need is NBSC -- because my bank was not big enough, because I didn't know about USDA and lead bank and all of that. But we had some people in the State that was going to help us because nobody wanted to see Coach's go under because the State was behind us. So the effort was, okay, let's figure out a way to work together to get Coach this loan. He can pay these people off and Debi was in that same -- everything was in it. And so we was -- and that was the plan.

And, again, like a lot of people, when the bust happened, no matter what loan you had or what you thought you had, it wasn't there. And so NBSC backed out. And then he went to First Savers, and said, Well, we all want to participate. And

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EXHIBIT 52

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COMMUNITY FIRST BANK

Community First Bank
Walhalla, SC 29691

70002389

OFFICIAL CHECK

PAY $ 500000 00 CENTS
ONLY

Pay To The Order Of: JOSEPH C CROSBY JR

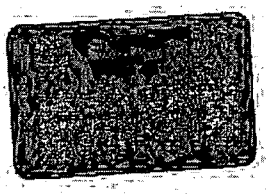
07/10/2007 ** Five Hundred Thousand Zero Dollars And Zero Cents

BROOKSHIRE LOAN ADVANCE
REMITTER

AUTHORIZED SIGNATURE

⑈70002389⑈ ⑆053202130⑆ [redacted]0083⑈

80460077 PKT:182 071207
Community First Bank
Walhalla SC 29691
⑆053202130⑆



CFB005496

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EXHIBIT 53

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF OCONEE

DEBI BAKER BROOKSHIRE,

Plaintiff,

vs. CASE NO. 2014-CP-37-526

COMMUNITY FIRST BANK, INC.
AND BENJAMIN LEE HIOTT,

Defendants.

DEPOSITION OF: KENNETH RICHEY

DATE: August 4, 2016

TIME: 9:35 a.m.

LOCATION: Law Offices of
Haynsworth Sinkler Boyd
1201 Main Street, 22nd Floor
Columbia, South Carolina

TAKEN BY: Counsel for the Defendants

REPORTED BY: ANGELA D. ZUVER,
Court Reporter

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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off a loan and they wanted that $1.2 million back.

Q. And in this March 2015 deposition who was your --

A. That was architects in Conway suing Horry County Bank.

Q. Was Horry County State Bank your client there?

A. Yes. I was working with Billy McGee at Nelson Mullins.

Q. What were the allegations there?

A. That the bank in its activities had allowed their accountant to steal $1.2 million.

Q. I notice you've got several depositions mentioned on here. Have you ever had your deposition taken that's not on your CV?

A. No, ma'am.

Q. Have you ever testified in court?

A. No, ma'am.

Q. Has a court ever not qualified you as an expert witness?

A. No.

Q. In what areas do you consider yourself to be an expert?

A. In bank operations.

Q. Let's shift gears a little bit to the

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case at hand. When were you first contacted about the lawsuit that Ms. Brookshire has brought against the bank and Mr. Hiott?

A. Let's see. This is August. December of last year.

Q. Who first got in contact with you about this case?

A. The CPA called me and asked me if I could assist --

Q. And who --

A. -- on a case.

Q. And who was that that called you?

A. Bachkosky.

Q. Chris Bachkosky?

A. Yes.

Q. Had you worked with Mr. Bachkosky before on anything?

A. No, ma'am. He's my CPA.

Q. What did Mr. Bachkosky ask you to do?

A. He asked me if he could give my name to some attorneys on this case --

Q. And did he --

A. -- that involved operations.

Q. What did he tell you about the case?

A. I don't remember much at all. It

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all customer accounts.

So it's important for the bank to send these monthly statements, correct?

A. Yes. Yes, ma'am.

Q. And it's equally important for the customer to review the statements that are sent to the customer, correct?

A. Absolutely.

Q. And at least one of the reasons to do that is to identify as soon as possible any unauthorized transactions on the account, correct?

A. Absolutely.

Q. And that's a -- and the customer bears the responsibility for keeping up with his or her bank accounts, correct?

A. Yes, ma'am.

Q. And if the customer doesn't receive a bank statement one month for whatever reason the customer should notify the bank, correct?

A. Yes.

Q. And your last sentence just says, failure to provide bank statements is a violation of state and federal regulation.

Would that be the same state and federal regulations we've been talking about

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A. I would certainly think so.
Q. If that continued for a period of a year or two years would you want -- wouldn't you say they've got some duty to let the bank know that they're not receiving their bank statements?
MR. SCOTT: Object to the form.
THE WITNESS: Yes.
BY MS. BLACK:
Q. And if three or four years went by would that seem relatively inexcusable that they have not ever contacted the bank to say I put over a million dollars in your bank and I've never gotten bank statement?
MR. SCOTT: Object to the form.
THE WITNESS: Yes, sir. That's very serious.
BY MS. BLACK:
Q. That would seem unreasonable on the part of the depositor if they never made an inquiry of the bank?
A. If they never made an inquiry.
Q. What would you believe is a reasonable time period for a depositor to not be receiving statements before there's some obligation on the depositor to contact the bank and bring it to their

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attention and complain about it?

A. Well, having that kind of money to deposit I can't see there might have been some slackness, and then from what I learned here today of the relationship between Mr. Hiott and the Brookshire family, maybe there's some period of tolerance there, but it shouldn't be very long.

Q. Within a matter of months, do you believe?

A. Yes. I'd say 90 days would be adequate time to --

Q. And then even if Mr. Hiott is saying, don't worry about it, I have the statements, they should contact somebody else at the bank and say, I've asked him for them, he's not providing them to me, I'm not getting them in the mail and I want to see my bank statements? That would be something you would expect a depositor to do?

A. It certainly would help things, yes, sir. I would expect them to do that.

MR. HAWKINS: I don't have any other questions. Thank you.

MR. SCOTT: I don't have any questions.

(The witness, after having been advised of his right to read and sign this transcript,

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EXHIBIT 54

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Derrick, Ritter, Williams & Morris, P. A.
Attorneys at Law
107 North Fairplay Street
Post Office Box 795
Seneca, South Carolina
29679-0795
Telephone (864) 882-2747
Fax (864) 882-2705

James L. Williams*
Emma W. Morris

*ADR Circuit Court Certified

William F. Derrick, Sr.
(1935-2006)

Richard L. Ritter
Of Counsel

July 18, 2013

Mr. W. Barney Giese
Attorney at Law
1315 Blanding Street
Columbia, SC 29201

IN RE: Debi Baker Brookshire/Community First Bank
Account Number: [redacted]1950

Dear Mr. Giese:

Pursuant to our telephone conversations and your earlier request, I am forwarding to you all account information regarding the above referenced account. I'm specifically including the inquiry as to the $500,000.00 miscellaneous debit made on July 12, 2007.

I have questioned Mr. Hiott as to this transaction. He has indicated to me that this money was removed from the Brookshire account, with Debi Baker Brookshire's consent and knowledge, for an investment with Joseph C. Crosby, Jr., and that Ms. Brookshire has in her possession the promissory note signed by Mr. Crosby at the time of the loan. The bank, of course, is not privy to any of those transactions in that, at that time, Mr. Hiott would have been assisting her only through an individual Power of Attorney relationship and not as a representative of the bank. Please understand that the bank is only a depository in this matter.

In a spirit of full disclosure, let me add that Joseph C. Crosby, Jr. is well known in Oconee County. At one time, he was the owner of a barbeque rub called "Coach's Barbeque Rub" and it had been picked up by major food distributors, and other food brands were including it with their product and in product advertisement on basically a national basis. In other words, he was doing quite well and was considered wealthy. This time frame would have been around 2004 to 2008. Thereafter, Mr. Crosby, who was locally known as "Coach", experienced disastrous reversal finances and basically lost everything he owned and

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defaulted on many, if not all, of his financial obligations. I understand, and Ms. Brookshire may be able to confirm, that he paid some of this money back and defaulted on the balance. Neither I, nor the bank, are privy to any of those matters, however, so that this information is offered to you on a "for what it's worth" basis.

If you require anything further from the bank itself, or from Mr. Hiott in his capacity as a bank officer, I will, of course, cooperate with you to the full extent possible.

Sincerely,

DERRICK, RITTER, WILLIAMS & MORRIS, P. A.

James L. Williams, Attorney at Law

JLW:md
Encls.
Cc: Frederick D. Shepherd, Jr., Pres.
Community First Bank

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EXHIBIT 55

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March 6, 2007

Mrs. Debi Baker Brookshire
1707 Devine Street
Columbia SC 29201

Re: Debi Baker Brookshire Revocable Trust
#[redacted]1689

Dear Debi:

This letter is a follow up to what was distributed from the above referenced account. Within the last 30 days, major disbursements, pursuant to your request, have been made and consist of the following:

02/27/07	BB&T checking account	$ 10,000.00
03/01/07	Madison RV Supercenter	$254,263.26
03/05/07	BB&T checking account	$ 10,000.00

The above are not the only major disbursements made from the account within the last several months. There have been several large sums payable for tax purposes to the SC Department of Revenue and United States Treasury totaling more than $60,000; attorney retainer fee of $5,000; and the monthly distribution of $5,433.76 deposited into your BB&T checking account.

Please be aware that as of March 6, 2007, your money market balance is now $49,454.86. If you have any questions or would like to have a meeting, please do no hesitate to give Missy Brown a call at 251-1314.

Sincerely,

Helen Weathersby

Helen Weathersby
Wealth Management Associate

EXHIBIT
21
Brookshire

BB&T WEALTH MANAGEMENT
1901 Assembly Street, 3rd Floor (29201), P. O. Box 687, Columbia, S. C. 29202
(803) 251-1355 FAX: (803) 251-1774

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EXHIBIT 56

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May 11, 2007

Mrs. Debi Baker Brookshire
1707 Devine Street
Columbia, SC 29201

RE: Information on Israel Bonds

Dear Debi:

Based on your request for information on the purchase of Israel bonds, I have enclosed some information I found on the website and would suggest that you research the various issues, as well. Baker and Baker informed me that the contact person is Brenda Rothchild in Atlanta (800) 752-5649. Please understand that if you want to purchase a bond, we request that you direct BB&T in writing as this would not be a typical investment that BB&T would recommend to a client.

As I mentioned when we spoke briefly last Friday, we have asked that you allow us an opportunity to meet with you in person to discuss your investments and develop an investment plan with proper asset allocation. However, we have not been successful in meeting with you. We simply can not continue to conduct an effective relationship with you over the fax machine and telephone voice mail messages. It is essential that we agree on a time to meet in person as soon as possible and develop a plan of action. BB&T wants to assist you but we can not do so if we can not meet with you and understand your needs and expectations.

We would appreciate the opportunity to meet with you and discuss your estate planning needs and how that aligns with your investment needs including management of the funds in your Revocable Trust. Please note, the funds in your revocable trust are invested in a money market fund and will remain in a money market fund until we can discuss a proper investment plan. I have enclosed an asset position listing for your review.

Please contact me as soon as possible to set up a meeting, 251-1314.

EXHIBIT 22 Brookshire 3/31/16

BB&T WEALTH MANAGEMENT
1901 Assembly Street, 3rd Floor (29201), P.O. Box 687, Columbia, S.C. 29202
(803) 251-1335 FAX: (803) 251-1774

With kindest regards, I am

Sincerely,

Melissa "Missy" L. Brown
Vice President
Wealth Management

MLB/m
enclosures

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STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF OCONEE	)	Case No.: 2014-CP-37-526
Debi Baker Brookshire,	)	
	)	
Plaintiff,	)	
	)	
v.	)	**PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANT CFB AND DEFENDANT HIOTT'S MOTIONS FOR SUMMARY JUDGMENT**
	)	
Community First Bank, Inc. and Benjamin Lee Hiott,	)	
	)	
	)	
Defendants.	)	
	)	

Plaintiff, by and though her undersigned counsel, submits this Memorandum in Opposition to Defendant Community First Bank's (hereinafter "Defendant CFB") and Defendant Hiott's Motions for Summary Judgment. For the reasons set forth below, Plaintiff submits these motions should be denied.

FACTS

I. Background

On May 25, 2007, Debi Baker Brookshire signed a Power of Attorney with Benjamin Lee Hiott to have him assist her with her finances. At this time, Defendant Hiott was a Senior Vice President of Community First Bank. A month later, all of the proceeds ($1,171,823.58) from an established trust at BB&T were transferred to Community First Bank, in what Plaintiff believed to be a Trust account (See documents bates labeled Giese-CFB 1356-1370, attached hereto as Exhibit A) operating in substantially the same manner as her trust at BB&T. The "trust" account was opened by Defendant Hiott acting under the powers of the Power of Attorney. At no time did any bank employee, including Hiott, ever let Plaintiff know that this Bank did not have a Trust department or the legal authority to open or maintain a trust account. Less than a week

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after the account was opened, and unbeknownst to the Plaintiff, Defendant Hiott, acting within the scope and course of his employment and agency with Community First Bank, Inc. issued a $500,000 cashier's check to a Joseph C. Crosby. Hiott nor the Trust did not receive anything of value in return for the "gift" of half a million dollars. From this point on, Defendant Hiott continued to withdraw sums of money in excess of $2,000,000 from Plaintiff's Trust account in which Plaintiff received no benefit.

II. Defendant Hiott's Position at Defendant CFB

By reason of Defendant Hiott's managerial position within the bank, he was able to manipulate account balances electronically, and often altered account balances by transferring assets from one customer to another in order to avoid detection and conceal his fraudulent acts.[1] Defendant Community First Bank identifies these transfers as "journal transfers." In the years prior to 2007, Benjamin Lee Hiott, while acting in his capacity as a Vice President of Community First Bank, began to manipulate and misappropriate both customer and bank funds. These misappropriations were not discovered until the below allegations regarding Debi Baker Brookshire's accounts came to light. Plaintiff was a victim of Defendant Hiott's scheme, a scheme that had begun with other accounts, specifically MPS Incorporated, owned by three well-known members of the bank and community – James McCoy (the Chairman of the Board of Directors of both CFB and its parent company); John Powell (Owner of Powell Real Estate); and Frederick D. Shepherd, Jr. (the President of Defendant CFB and Defendant Hiott's direct supervisor), more than 2 years before Plaintiff's money was lured to the bank by the Senior Vice

[1] Towards the end of the time Plaintiff's account was open, Plaintiff requested monies be transferred from her CFB Trust to her BB&T checking account. In an effort to avoid detection, Defendant Hiott transferred money from other places.

[2] In fact, Defendant Hiott was "out getting the mail" when Donald Jones questioned President Shepherd where he was on September 9, 2013. (See Jones Deposition at 56-57, attached hereto

President. (See James McCoy Deposition Transcript p. 20, line 14 – p. 22, line 18, attached hereto as Exhibit B).

a. Common Scheme

Defendant CFB hired Palmetto Consulting Services (hereafter "PCS") to conduct an investigation into irregular transactions in 2013, after requests by Plaintiff's attorney. While researching Plaintiff's account, PCS "became aware that other such 'juggling' entries had been made to the general ledger securities accounts prior to the initial opening of the Brookshire DDA account." (See PCS Expert Report bates labeled as PCS 000001-000023, attached hereto as Exhibit C) (See also Deposition of Donald G. Jones, p. 50-51, attached hereto as Exhibit D). From the years 2004 – 2008, PCS found numerous irregular transactions conducted by Defendant Hiott involving the accounts of MPS Incorporated, which is comprised of MPS Golf, Inc. and MPS Development, Inc. and owned by Frederick D. Shepherd, Jr., James McCoy, and John Powell. Defendant Hiott, using the exact same concealment scheme as with Plaintiff's account, transferred $1,665,898 of bank money to MPS Incorporated in which the three owners benefitted. (See Exhibit C).

Moreover, using the exact same concealment scheme, Defendant Hiott transferred $994,666 of Defendant CFB money to Joseph C. Crosby during the same time as Plaintiff's money was stolen. (See Exhibit C). Defendant CFB did not discover either the MPS Incorporated misappropriations nor the Crosby misappropriations committed by Senor Vice President Hiott until the Brookshire investigation in 2013.

Plaintiff was not receiving bank statements at any point in time while the account was open. (See Plaintiff's deposition, p. 58, line 19 – p. 59, line 22; p. 62, line 15 – p. 63, line 20; p. 128, lines 5-10, 17-21, p. 227, lines 7-11; p. 229, lines 3-14, p. 230, lines 3-7; p. 230, line 12 – p.

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31; line 6; p. 407, lines 13-24; p. 550, line 1 – p. 551, line 4; p. 535, lines 19-25; p. 536, lines 18-20, attached hereto as Exhibit E). At best, Plaintiff received the few statements discussed in Defendant CFB's motion when Defendant Hiott returned the RV to Plaintiff and her husband. See Deposition of AnnGel Hamiter, p. 54, L.13-23, attached hereto as Exhibit F). In fact, in early 2010, the bank statements began to read "Exclude – do not mail." According to Carol Wilson, from February 2010 until the closing of the account, these "excluded" and returned statements were placed in a box at the branch. (See Carol Wilson Deposition, p. 81, lines 13-24, attached hereto as Exhibit G) In fact, Plaintiff was not provided these specific statements until the morning of Mrs. Wilson's deposition on February 25, 2016.

Moreover, Defendant Hiott had access to the mail and could have easily removed all statements from the mail, especially since he had power of attorney over Plaintiff's finances.[2] Even if Plaintiff was receiving statements, these statements would not be reliable, nor would she have had a reason to question whether or not her money was being misappropriated (See Exhibit 36 of Defendant CFB's Memorandum in Support), as Mr. Hiott engaged in a scheme to conceal the originating and ending location of fund transfers and also manipulated the dates that funds were shown to be transferred or were actually transferred. All legitimate transfers to BB&T and other bills look exactly like the illegitimate transfers, as they are all marked as "miscellaneous debits" or "investment counter withdrawals" or "wire transfer."[3] When counsel met with Jim Williams (of counsel for Defendant CFB) and Jeff Griffith (employee for Defendant CFB), Mr. Griffith explained the statements were marked this way because there are rules on how many

[2] In fact, Defendant Hiott was "out getting the mail" when Donald Jones questioned President Shepherd where he was on September 9, 2013. (See Jones Deposition at 56-57, attached hereto as Exhibit H) (See also September 10, 2013 Memorandum bates labeled PCS 000050, attached hereto as Exhibit I).

transactions that can be completed per month with Trust Accounts. Defendant CFB, during the course of this litigation, has consistently maintained that the bank did not have a trust department or trust powers and that Mrs. Brookshire's account was NOT a trust account.

III. Attorney Involvement

On August 23, 2010, Plaintiff, through counsel (Kathleen McDaniels), requested an accounting of the Trust assets from Defendant CFB. On September 7, 2010, Defendant Hiott sent via facsimile to Plaintiff's attorney a purported "accounting." This "accounting" consisted of a generic list of amounts withdrawn from the Trust with no explanation of withdrawals, and with no accounting of the monthly deposits Plaintiff received from Baker & Baker. (See documents bates labeled Giese-CFB 1240-1243, attached hereto as Exhibit J). Defendant Hiott further stated that Ms. Brookshire should have been in possession of the documentation related to the $500,000 "annuity" and that it was concerning to him that she had not provided this information to Mrs. McDaniels. Unbeknownst to Mrs. McDaniels or Plaintiff, there was no documentation relating to any "annuity" because no annuity was ever purchased. On September 21, 2010, Plaintiff Brookshire's attorney again requested a formal accounting of the Trust assets. (See documents bates labeled Giese-CFB 1244-1246, attached hereto as Exhibit K). Mrs. McDaniels never received a formal accounting.

Defendant Hiott, acting within the scope and course of his employment with Defendant CFB, closed Plaintiff's Trust at some point between October 1, 2010 and October 19, 2010 without informing the Plaintiff of this action. He also failed to disclose that the Trust had a balance of zero. On October 19, 2010, Mrs. McDaniels sent a letter to Frederick D. Shepherd, Jr.

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(President of Defendant CFB) and James E. McCoy (Chairman of the Defendant CFB Board)[4], requesting assistance with Defendant Hiott in obtaining the requested documents, including a full accounting. On October 21, 2010, Defendant Hiott sent Plaintiff's counsel a letter stating that he had set aside money for Plaintiff's two children and would be glad to send documentation reflecting the whereabouts of this money. (See document bates labeled Giese-CFB 1249, attached hereto as Exhibit M). Plaintiff has since learned that these documents do not exist. On December 1, 2010, Mrs. McDaniels and Mr. Williams spoke on the phone. Mr. Williams advised that he would send a full accounting of the Plaintiff's Trust account. (See document bates labeled Giese-CFB 1251, attached hereto as Exhibit N). He never did. Moreover, at some point in Mrs. McDaniels' dealings with Defendant CFB, either Defendant Hiott or Mr. Williams told her that the $500,000 miscellaneous debit was used to purchase a Lafayette product single premium annuity. (See Kathleen McDaniels deposition, p. 56, attached hereto as Exhibit O) This, of course, was false information and a direct effort by Defendant Hiott and Defendant CFB to mislead the Plaintiff.

On February 17, 2011, Mrs. McDaniels sent Mr. Williams a letter requesting that Mrs. Brookshire's account be closed and all of the funds delivered to Plaintiff's attorney. (See document bates labeled Giese-CFB 1254, attached hereto as Exhibit P). On February 22, 2010, Defendant Hiott, at all times acting within the scope and course of his employment and agency with Defendant CFB, re-opened Plaintiff's Trust with one penny. Defendant Hiott, using his managerial position in Defendant CFB, transferred $285,233.34 from account number 117001 at Defendant CFB, via journal entry, into the Trust. That same day Mrs. McDaniels closed the

[4] Much to Plaintiff's surprise, Chairman McCoy revealed during his deposition that he never received any mail at Defendant CFB. (See James McCoy Deposition, p. 98, attached hereto as Exhibit L) Q: "Did you ever get mail at the bank?" A: "No. I never received mail from the bank, no." Q: "As the chairman of the board you never received mail at the bank?" A: "No."

account and received a check in the above-referenced amount which allegedly represented all assets of the Trust. On March 11, 2011, Mrs. McDaniels notified counsel for Defendant CFB that she no longer represented the Plaintiff and requested that he send the documents requested to Plaintiff at her home address. (See document bates labeled Giese-CFB 1255, attached hereto as Exhibit Q). These documents were never sent.

Plaintiff enlisted the help of Tabor Investigative Services to track down the paperwork associated with the $500,000 miscellaneous debit. On November 27, 2012 Tabor Investigative Services phoned Carol Wilson, an employee of Defendant CFB, and requested documents from Plaintiff's Trust account. Mrs. Wilson requested that a signed authorization of Release be faxed to her for her review and that she would contact Tabor when she received the authorization. This authorization was sent the same day and as of today, Tabor Investigative Services has yet to receive a response to this request from anyone at Defendant CFB. (See documents bates labeled Giese-CFB 1257 – 58, 1405, attached hereto as Exhibit R).

On March 19, 2013, Plaintiff, through current counsel, sent a letter to Defendant Hiott requesting an accounting of the Trust assets and a meeting. Copies of this letter were also sent to Frederick D. Shepherd, Jr., James E. McCoy, and Carol Wilson. (See documents bates labeled Giese-CFB 1259-60, attached hereto as Exhibit S). Sometime between March 19, 2013 and May 7, 2013, Defendant Hiott telephoned counsel and represented that the $500,000 transfer was put into two separate annuities for Plaintiff's two children and that the annuities were placed with Nationwide Insurance Agency. Nationwide Insurance has no annuities payable to Plaintiff or her children. This was yet another direct effort by Defendant Hiott and Defendant CFB to mislead the Plaintiff. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T).

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On May 7, 2013, Tabor Investigative Services and counsel met with Defendant Hiott. In this meeting Defendant Hiott informed Tabor and counsel that he wrote a check for $500,000 to Mr. Holcombe of Holcombe Insurance Agency in Easley, South Carolina and that Mr. Holcombe used the funds to purchase two annuities in the names of Jordan Taylor Blackwell and Laura Ann Elizabeth Blackwell (Plaintiff's children) from Lafayette Insurance Company. Lafayette Insurance has no annuities payable to the Plaintiff or her Children. Moreover, Defendant Hiott and Defendant CFB failed to provide Plaintiff with a formal accounting of the Trust. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T). Additionally, Defendant Hiott said he would not provide any documentation unless Plaintiff provided the following information: "account of amounts and purpose of Debi's withdrawals from her BB&T account(s); copy of her tax returns since 2009; copy of her DSS reports; and asked her to be drug tested." (See document bates labeled Giese-CFB 1263, attached hereto as Exhibit U).

On June 14, 2013, Plaintiff's counsel sent a letter to Mr. Williams, counsel for Defendant CFB, informing him of the communications between counsel and Defendant Hiott and again requesting a formal accounting of the Trust. (See documents bates labeled Giese-CFB 1261-62; attached hereto as Exhibit T).

On July 18, 2013, Mr. Williams wrote to Plaintiff's counsel and he advised that Defendant Hiott indicated to him that the $500,000 was removed from the Trust, with Plaintiff's consent and knowledge, for an investment with Joseph C. Crosby, Jr., and that the Plaintiff was provided a promissory note signed by Mr. Crosby and that she was in possession of the note. Plaintiff does not and has never had a promissory note, nor had she ever heard of Mr. Crosby before this lawsuit, has never met him, or was ever aware of this transaction. Defendant CFB provided some documents related to the Trust but did not provide a formal and complete

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accounting, or a copy of the alleged promissory note. Mr. Crosby testified that he never signed a promissory note with Plaintiff. (See Joseph Crosby deposition, p. 61, attached hereto as Exhibit V). The bogus promissory note was just more false information provided by the Defendants to the Plaintiff in order to delay any lawsuit.

On August 19, 2013, Plaintiff's counsel requested records of all deposits and the source of the deposits into the Trust, all documents related to any and all "miscellaneous debits" and "investment counter withdrawals," and all monthly bank statements from November 1, 2010 through February 22, 2011. (See documents bates labeled Giese-CFB 1371-76, attached hereto as Exhibit W). Having not heard from Defendants, Plaintiff sent a follow up letter on September 17, 2013. (See document bates labeled Giese-CFB 1377, attached hereto as Exhibit X). Again, not hearing anything from Defendants or counsel, Plaintiff sent another follow up letter on October 17, 2013 re-requesting the documents listed in the two previous letters as well as a full accounting and an entire copy of the Trust file from the date of creation to date of termination. (See documents bates labeled Giese-CFB 1378-84, attached hereto as Exhibit Y).

On December 17, 2013, Defendant CFB provided the Plaintiff with the documents showing the activities in the Trust account. Donald Jones, with Palmetto Consulting, had created 4 binders detailing the Plaintiff's Trust Account for Defendant CFB. When Mr. Jones turned them over to Mr. Shepherd, Mr. Jones was able to account for all transactions in and out of the Trust. When turning the 4 binders over, Mr. Williams and Mr. Griffith represented to counsel that these were all of the documents associated with the Trust. This was in fact, not the case. Paperwork for over $500,000 was purposefully withheld from the 4 binders provided to the Plaintiff. Mr. Jones testified "Mr. Shepherd was responsible for what was put in the binders or not. He was asking me for, you know, data to copy to respond to you. I knew he was doing that.

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And Jeff Griffith was working with him but it appeared to me, from the conversation that was going on right outside my door, that Mr. Shepherd was deciding what to put in the binders and what not to, not Jeff." (See Jones deposition, p. 147-148, attached hereto as Exhibit Z).

Moreover, Plaintiff subpoenaed Palmetto Consulting's entire file with relation to this investigation. Over 40,000 pages of documents were produced. Within these pages were the 4 binders (in scanned format) that had previously been produced by Defendant CFB to Plaintiff. Within these binders, the paperwork associated with the approximately $500,000 missing transactions was indeed present. These pages were intentionally withheld from the Plaintiff. The transactions revealed within the 40,000 pages produced by PCS, many of which were intentionally withheld by Defendant CFB despite Plaintiff's repeated attempts to obtain this information, include the following:

- $310,510.75 juggling
  - On 12/31/2007, $310,510.75 went from Plaintiff's account into Defendant CFB account # 1002901 (Due From Bank – Banker's Bank).
  - On January 7, 2008, $310,510.75 was transferred from account #1052201 (State County Muni Securities – AFS) into Plaintiff's account, causing Plaintiff to lose the use of and interest for a full week.
  - On March 31, 2008, $310,510.75 was transferred from account 1029002 into 1052201.
  - Defendant CFB represented in their Reponses to Plaintiff's 1st set of interrogatories that this $310,510.75 transaction in Plaintiff's account was a "reverse transaction." According to Jeff Griffith's testimony, this transaction was not a reverse transaction and he "would call it juggling." (See Jeff Griffith

deposition, p. 126-127, attached hereto as Exhibit AA). When posed with the question, "that's not a reverse transaction is it," Don Jones testifies, "It's a juggling—no. He's moving, hiding money from one place to the other, juggling." (See Jones deposition, p. 126-127, attached hereto as Exhibit BB)

- This $310,510.75 transaction was marked as "Tax" on Plaintiff's bank statement. (See Defendant CFB's Exhibit 36). Evidently, the bank had given Defendant Hiott the ability to manipulate bank statements as this money was clearly not used for tax purposes.

- On 2/29/2008, $8,500 was transferred from Plaintiff's account to Marc Hiott's CFB account.
- On 3/13/2008, $2,224 was transferred from Plaintiff's account to 1222001 (Defendant CFB's Misc. Accounts Receivable). $1,360 of this money was transferred from Defendant CFB's Misc. Accounts Receivable into Ben Wilson's account at Defendant CFB in exchange for some Defendant CFB stock. Ben Wilson is the step-son of Fred Shepard, President of CFB. Fred Shepard's wife was also on this account. (See Jones depo, p. 114-115, attached hereto as Exhibit CC) (Also See Shepherd deposition, p. 122-123, attached hereto as Exhibit DD).
- On 8/29/2008, $65,000 was transferred from Plaintiff's account to CLCB, LLC's CFB account. CLCB, LLC stands for Coach's Low County Brand and was owned by Joseph C. Crosby, Jr. At this point in time, Joe Crosby's business was failing, which Defendant CFB and Defendant Hiott knew, as he was running deficits in most of his accounts. In fact, CLCB's balance on July 22, 2008 was *negative* $157,803.62.
- On 9/22/2008, $1,000 was transferred from Plaintiff's to Ben Hiott's account.

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- On 10/24/2008, $3,500 was transferred from Plaintiff's to Ben Hiott's account.
- On 11/1/2008, $85,000 was transferred from Plaintiff's account to Jim McCoy's account and was immediately offset to pay a debt owed by Mr. McCoy to Defendant CFB. (See documents PCS 000024-000045, attached hereto as Exhibit EE).
- On 6/5/2009, $25,387.20 was transferred from Plaintiff's account into Defendant CFB's accounts receivable, in which Defendant CFB was able to derive direct benefit and control in exchange for nothing.
- On June 15, 2010, $3,000 was transferred from Plaintiff's to Defendant Hiott's account.

IV. Stock Shares

Defendant Hiott was purchasing stock shares of Defendant CFB stock with funds from Plaintiff's account, which, according to Defendant CFB's expert is a direct violation of banking regulations. (See Expert Report, attached hereto as Exhibit C). When Mrs. McDaniels closed the account in February of 2011, the check issued was represented to be all proceeds from the Trust account. Plaintiff was never notified of the 16,519 shares of Defendant CFB stock owned by Plaintiff at the time the Trust proceeds were given. Unbeknownst to Plaintiff, she had an RBC account (an investment company) with 5,300 shares of Defendant CFB stock. Defendant Hiott closed the account on May 11, 2011 and the stock certificate was issued in her name and delivered to the address for Plaintiff's RBC account which happened to be PO Box 711, West Union, SC 29696, which is the same address as Hilltop, Inc. Moreover, Defendant CFB Proxy Mailing Address for Plaintiff was 449 ByPass 123, Seneca, SC 29678, which also happens to be Defendant CFB's address for one of its branches. On August 5, 2011, five months after the Trust account was closed and at least three months after the revocation of the Power of Attorney was executed and filed, 16,518 shares in Plaintiff's name were transferred to Hilltop, Inc. Plaintiff

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received no funds or compensation from this transfer. (See document bates labeled CFB 007076, attached hereto as Exhibit FF). On August 5, 2011, Defendant CFB stock was worth $4.55 a share. In exchange for nothing, Hilltop received 16,518 shares of stock, at a value of $75,156.90, for free; these stock shares rightfully belonged to the Plaintiff.

Defendant CFB did not have investment brokerage powers. It was improper for Defendant Hiott to be trading Defendant CFB stock using bank funds to purchase and then sell the stock, regarding Ms. Brookshire or otherwise. (See Jones deposition p. 153, attached hereto as Exhibit GG). Kenneth Richey, Plaintiff's Expert, explains, "[s]ince Hiott was conducting stock transactions on behalf of Brookshire and the Bank he was essentially representing both the Bank and Brookshire which created a conflict of interest. Senior Officers of the Bank and Interal Affairs failed to monitor Hiott. (See Richey Expert Report, attached hereto as Exhibit HH). Defendant Hiott was essentially serving two masters.

SUMMARY JUDGMENT STANDARD

Summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. *Pittman v. Grand Strand Enter't, Inc.*, 363 S.C. 531, 611 S.E.2d 922 (2005); *B & B Liquors, Inc. v. O'Neil*, 361 S.C. 267, 603 S.E.2d 629 (Ct. App. 2004). In determining whether any triable issue of fact exists, the evidence and all inferences which can reasonably be drawn therefrom must be viewed in the light most favorable to the nonmoving party. *Medical Univ. of South Carolina v. Arnaud*, 360 S.C. 615, 602 S.E.2d 747 (2004); *Rife v. Hitachi Constr. Mach. Co., Ltd.*, 363 S.C. 209, 609 S.E.2d 565 (Ct. App. 2005). If triable issues exist, those issues must go to the jury. *Mulherin-Howell v. Cobb*, 362 S.C. 588, 608 S.E.2d 587 (Ct. App.2005).

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Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP; *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 611 S.E.2d 485 (2005); *BPS, Inc. v. Worthy*, 362 S.C. 319, 608 S.E.2d 155 (Ct. App. 2005); *see also Schmidt v. Courtney*, 357 S.C. 310, 592 S.E.2d 326 (Ct. App. 2003) (stating that all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Gadson v. Hembree*, 364 S.C. 316, 613 S.E.2d 533 (2005); *Montgomery v. CSX Transp., Inc.*, 362 S.C. 529, 608 S.E.2d 440 (Ct. App. 2004). Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Nelson v. Charleston County Parks & Recreation Comm'n*, 362 S.C. 1, 605 S.E.2d 744 (Ct. App. 2004).

The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *McCall v. State Farm Mut. Auto. Ins. Co.*, 359 S.C. 372, 597 S.E.2d 181 (Ct.App. 2004). *See also, Miller v. Blumenthal Mills, Inc.*, 365 S.C. 204, 616 S.E.2d 722, 729-30 (Ct. App. 2005).

Here, the Defendant has not clearly established the absence of a genuine issue of fact.

DISCOVERY RULE

"[A] statute of limitations begins to run when the party either knew or should have known that some legal right had been invaded." *City of Newberry v. Newberry Electric Coop., Inc.*, 387 S.C. 254, 692 S.E.2d 510, 513 (2010). "[T]he discovery rule, in other words, applies to

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discovery of facts, not to discovery of law." *Id.* at 694 n.4, 692 S.E.2d at 515 n.4. The discovery rule requires the plaintiff exercise due diligence.

> The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist. . . .
>
> The important date under the discovery rule is the date that a plaintiff discovers the injury, not the date of the discovery of the identity of the wrongdoer. . . . [T]he statute of limitations is triggered not merely by knowledge of an injury but by **knowledge of facts**, diligently acquired, sufficient to put an injured person on notice of the existence of a cause of action against another.

Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 328-29, 534 S.E.2d 672, 676 (2000) (emphasis added; internal citations and quote marks deleted).

As the Defendant correctly points out, the statute of limitations runs when a party either knew or should of known of a cause of action, not when the party has consulted legal counsel or developed a theory of recovery. In the matter at hand, Plaintiff had no way to discover whether a cause of action existed or not. Defendant Hiott was entrusted with a Power of Attorney over Ms. Brookshire's finances, allowing him to make financial decisions, investments, transfers, etc. Because of the POA and the Defendants' actions to deceive her and obscure their actions, Ms. Brookshire had no indication that a cause of action existed. The jury must resolve conflicting evidence as to whether a claimant knew or should have known he had a cause of action. *Garner v. Houck*, 312 S.C. 481, 435 S.E.2d 847 (1993).

Plaintiff submits that all her claims are not subject to the standard three-year limitation period, but even if all her claims are limited to three years, the Plaintiff's claims are not barred here.

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South Carolina Code Section 15-3-110

South Carolina Code Section 15-3-110 provides that "[l]imitations are not applicable to bills, notes or other evidence of debt issued by moneyed corporations. This chapter shall not affect actions to enforce the payment of bills, notes or **other evidences of debt issued by moneyed corporations** or issued or put in circulation as money." (Emphasis added). No South Carolina case has ever applied this statute, however, the dictionary definition of a "moneyed corporation" is "a corporation authorized to engage in the investment of moneyed capital." Merriam-Webster, http://www.merriam-webster.com/dictionary/moneyed%20corporation. Community First Bank would fall within this dictionary definition of "moneyed corporation."

When the Plaintiff deposited funds with Community First, she became a creditor of the bank and the bank became indebted to her in the amount of the funds deposited. The Plaintiff is in possession of some written evidence of the bank's indebtedness to her. To the extent Plaintiff seeks to recover the money she deposited into Community First Bank – by and through Ben Hiott – and giving the words of Section 15-3-110 their plain and ordinary meaning, the three-year statute of limitations applicable to most causes of action simply does not apply here.

Plaintiff alleges in the complaint that Defendant Hiott went to great lengths to "avoid detection and to conceal his fraudulent actions." See Complaint, paragraph 15. She alleges that in a number of transactions, Defendant Hiott attempted to conceal the transaction through a number of different devices and accounting tricks. The Bank actually participated in Defendant Hiott's attempts to conceal his misdeeds by misrepresenting to Plaintiff that Crosby had received a $500,000 note and that annuities for Plaintiff's children existed. Both of these claims were false and both were made to the Plainitff by Defendant Hiott **and other agents of Defendant CFB** in order to conceal Defendant CFB and Defendant Hiott's theft. Contrary to the conclusions upon

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which Defendant CFB's Motion for Summary Judgment is based, the question of when a person of reasonable diligence would or should have discovered Hiott's thievery is far from settled. Additional support for the Plaintiff's inability to discover Hiott's tortious conduct is the fact that Defendant CFB continued to employ Hiott until some time in 2013. Assuming Defendant CFB would not continue to employ a known thief, the Bank presumably did not discover Defendant Hiott's nefarious conduct until 2013. It defies logic that the Plaintiff should have discovered Defendant Hiott's conduct before the Bank did – Hiott worked at the Bank every day and his actions apparently raised no red flags with the Bank. It should be noted that Defendant CFB made a claim for its funds misappropriated by the exact same conduct of Defendant Hiott and upon information and belief, Defendant CFB was made whole. The Bank now contends that Plaintiff should be held to a more rigorous standard of monitoring the actions of its employees than Defendant CFB holds itself. The hypocrisy of Defendant Bank claiming that Plaintiff should have known of the theft before Defendant Bank knew is astounding.

A. Defendant CFB is not entitled to summary judgment on Plaintiff's breach of fiduciary duty cause of action.

Defendant CFB is not entitled to summary judgment on Plaintiff's breach of fiduciary duty cause of action. Defendant contends that no fiduciary duty existed between Defendant and Plaintiff because Plaintiff's account was a normal checking account. Plaintiff's intention when moving her funds from her Trust account at BB & T was to create a trust account at Defendant CFB. No one ever told her that Defendant CFB did not have Trust powers and could not open a trust. The deposit agreement says all over the document that this is a trust account. (See Exhibit A). Describing just a few of the trust indicators on the paperwork, on one page, a bank employee writes "Trust Paperwork on file in vault." Moreover, the paperwork identifies a taxpayer I.D. for the trust. When the paperwork asks to describe your products and services below, the answer is

written as "Trust Acct." When the Defendant CFB bank paperwork asks for the business type, the answer is "trust." When questioned as to why transactions were labeled with the generic terms "miscellaneous debit" and "investment counter withdrawal," Jeff Griffith represented to counsel that there was a limit on the transactions on a trust account. Lastly, on the account agreement, a new box is created to state "Trust Accounts."

Additionally, Plaintiff signed a Power of Attorney granting Defendant Hiott, a Senior Vice President of Defendant CFB, the power to manage her funds. "A fiduciary relationship exists when one reposes special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing confidence." Regions Bank v. Schmauch, 354 S.C. 648, 670, 582 S.E.2d 432, 444 (2003) (internal citations omitted). "[A] bank may be held to a fiduciary duty if it undertakes to advise a depositor as part of services the bank offers. Such a relationship charges the bank with a duty to disclose material facts that may affect its customer's interests. Yet, no fiduciary relationship between a bank and its depositor exists when the bank is unaware of any special trust reposed in it." Id. at 671, 582 S.E.2d at 444 (2003) (internal citations omitted).

Through the power of attorney, a fiduciary relationship clearly existed between Defendant Hiott and Plaintiff. Plaintiff trusted Defendant Hiott with handling her money as a Senior Vice President of Defendant CFB. Defendant CFB had knowledge of this relationship because Defendant Hiott's knowledge is imputed to Defendant CFB as their agent.

SOUTH CAROLINA LAW OF AGENCY/APPARENT AGENCY

> Generally agency may be implied or inferred and may be circumstantially proved by the conduct of the purported agent exhibiting a pretense of authority with the knowledge of the alleged principal. *Fochtman v. Clanton's Auto Auction Sales*, 233 S.C. 581, 106 S.E.2d 272 (1958).
>
> The doctrine of apparent authority provides that the principal is bound by the

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acts of its agent when it has placed the agent in such a position that **persons of ordinary prudence, reasonably knowledgeable with business usages and customs, are led to believe the agent has certain authority and they in turn deal with the agent based on that assumption.** *Fochtman v. Clanton's Auto Auction Sales, supra. See generally*, West's General Digest, Principal & Agent, Key # 99.

A true agency relationship may be established by showing evidence of apparent or implied authority, even where the parties have entered an agreement to the contrary. . . .

The test to determine agency is whether or not the purported principal has the right to control the conduct of his alleged agent. *Id.*

Fernander v. Thigpen, 278 S.C. 140, 143-44, 293 S.E.2d 424, 426-27 (1982) (emphasis added).

Under South Carolina law, "[t]he elements which must be proven to establish apparent agency are: (1) that the purported principal consciously or impliedly represented another to be his agent; (2) that there was a reliance upon the representation; and (3) that there was a change of position to the relying party's detriment." *Graves v. Serbin Farms, Inc.*, 306 S.C. 60, 63, 409 S.E.2d 769, 771 (1991). "Apparent authority to do an act is created as to a third person by written or spoken words *or any other conduct of the principal* which, reasonably interpreted, causes the third person to believe the principal consents to have the act done on his behalf by the person purporting to act for him." *Frasier v. Palmetto Homes of Florence, Inc.*, 323 S.C. 240, 244–45, 473 S.E.2d 865, 868 (Ct.App.1996). "Either the principal must intend to cause the third person to believe that the agent is authorized to act for him, or he should realize that his conduct is likely to create such belief." *Id.* at 245, 473 S.E.2d at 868. "Moreover, an agency may not be established solely by the declarations and conduct of an alleged agent." *Id.*

The first element of apparent agency can be established by either: (1) affirmative conduct or (2) conscious and voluntary inaction. *See Watkins v. Mobil Oil Corp.*, 291 S.C. 62, 67, 352 S.E.2d 284, 287 (Ct.App.1986) (discussing the elements of apparent agency and finding the first element may be established "by either affirmative conduct or conscious and voluntary inaction"); *Graves*, 306 S.C. at 63, 409 S.E.2d at 771 (the first element of apparent agency requires "that the purported principal *consciously or impliedly represented* another to be his agent." (emphasis added)). Under the first of these two scenarios, the principal makes direct representations to a third party that another has authority to act on his behalf. *See* Frasier, 323 S.C. at 244, 473 S.E.2d at 868 (apparent agency is created by "written or spoken words or any other conduct of the principal" showing consent to allow another to act on a principal's behalf). Under the second, the principal implies authority by passively permitting another to appear to third parties to have authority to act on his behalf. *See R & G Constr., Inc. v.*

> *Lowcountry Reg'l Transp. Auth.*, 343 S.C. 424, 434, 540 S.E.2d 113, 118 (Ct.App.2000) ("Such authority is implied where the principal passively permits the agent to appear to a third person to have the authority to act on his behalf."); *Fernander v. Thigpen*, 278 S.C. 140, 143, 293 S.E.2d 424, 426 (1982) ("[A]gency may be implied or inferred and may be circumstantially proved by the conduct of the purported agent exhibiting a pretense of authority with the knowledge of the alleged principal.").

Froneberger v. Smith, 406 S.C. 47-48, 748 S.E.2d 625, 630 (Ct. App. 2013).

Defendant Hiott was clearly acting as an agent of Defendant CFB. He was employed as Senior Vice President of the Bank when he lured Plaintiff's money up to Seneca. He was using bank materials and resources to conduct the subsequent thievery. Defendant CFB gave him the power, opportunity and tools with which to conduct his concealment scheme. Moreover, Defendant CFB directly benefitted from Hiott's actions. Defendant Hiott was an agent of Defendant CFB and his actions are Defendant CFB's actions.

B. Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for conversion.

Defendant CFB contends that they are entitled to summary judgement on Plaintiff's conversion cause of action. As stated in Defendant CFB's motion, "[c]onversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the exclusion of the owner's rights." *Gordon v. Busbee*, 397 S.C. 199, 135, 723 E.E.2d 822, 831 (Ct. App. 2001) (internal quotation omitted). Defendant CFB contends that no evidence exists that Defendant CFB assumed and exercised ownership rights over Plaintiff's funds at their disbursement such that Plaintiff suffered any loss. Plaintiff contends that all misappropriations from her account committed by Senior Vice President Defendant Hiott constitute acts of conversion by both Defendant Hiott and Defendant CFB. Additionally, several sums of money were transferred directly from Plaintiff's account into Defendant CFB's accounts receivable and for which the Plaintiff received nothing in return. Defendant CFB clearly used the

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funds for their own benefit. Unbeknownst to Plaintiff, Defendant Hiott made direct payments for a large loan totaling $548,745.24 on behalf of Joseph Crosby, Jr. in which Defendant CFB derived direct benefit. In a similar fashion, Defendant Hiott transferred $85,000 to Chairman of the Board Jim McCoy's account. This $85,000 was directly offset to pay for a July 18, 2008 Official Check drawn off Defendant CFB funds and payable to the Blue Ridge Bank of Walhalla, specifically the MPS Golf Operating Account. (See documents labeled PCS 000024-45, attached hereto as Exhibit EE).

For the foregoing reasons, Defendants are not entitled to Summary Judgment on Plaintiff's conversion cause of action.

C. Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for negligent supervision.

President Shepherd was Defendant Hiott's direct supervisor at Defendant CFB. Shepherd had the duty to control the conduct of Defendant Hiott and had the opportunity to exercise sufficient control over him. President Shepherd admitted in a Board of Directors meeting in April 2014 that "he should have had a tighter rope on Mr. Hiott." (See April 2014 Board Minutes, attached here to as Exhibit II) In Donald Jones' deposition, Mr. Jones says he gave a list of changes that needed to be made to President Shepherd for him to read at the Board meeting. Donald Jones stated, "he did not present a number of my suggestions." (See Jones deposition, p. 69-71, attached hereto as Exhibit JJ). Donald Jones went on to describe the poor controls in place at the bank that allowed Defendant Hiott to act as he did.

> Mr. Giese: Okay. Let me – let me go over them one at a time real quickly here. What – remove the CFO's ability to originate Official Checks. CFO could still sign checks but separate origination provided a form of dual control. Are you saying prior to this there was no dual control?
>
> Mr. Jones: Right.

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Mr. Giese: Explain that for me, a lay person.

Mr. Jones: He could solely at his computer, at his desk, he could create official checks, make the entries for the official checks, transfer – he could make journal entries on his own. By that, I mean, he could debit customers' accounts and then offset on general ledger accounts. All these techniques that he was using for the – these transactions and to juggle the books and that sort of thing where he could do it all from his office. He had access to virtually everything.

Mr. Giese: And – and when you're talking about he could do all this from his office, that's without anybody else having to sign off on it? Is that what the dual – or non dual control means?

Mr. Jones: Yes.

Mr. Giese: He could do that on his own?

Mr. Jones: Yes.

Mr. Giese: Such as in Ms. Brookshire's case the $500,000 – and I don't know if it's the certified check or cashier's check or bank check that was written to Coach Joe Crosby?

Mr. Jones: Mm-hmm

Mr. Giese: This $500,000, he could do that without anybody else looking at the $500,000 check?

Mr. Jones: Yes.

Mr. Giese: He could create it, sign it and send it and give it on his own?

Mr. Jones: Yes.

Mr. Giese: In fact, anybody could have done that if they had access like Mr. Hiott did?

Mr. Jones: If they had the access.

(See Jones depo p. 69-71, attached hereto as Exhibit JJ). In fact, at least 10 employees of the bank had this type of access. (See Defendant CFB's Responses to Plaintiff's 1st

Interrogatories, attached hereto as Exhibit KK). Expanding on the dual control aspect, Frederick Shepherd testified in his deposition that there was no oversight for Defendant Hiott.

Mr. Giese: But this man, Mr. Hiott, you've testified earlier had not authority to lend money to people; is that correct?

Mr. Shepherd: That's correct.

Mr. Giese: Okay. And on this check that he wrote and signed, he calls it in the, for section, it says: Brookshire loan, that you testified he has no right to lend money from the bank?

Mr. Shepherd: That's correct.

Mr. Giese: All right. That in and of itself wouldn't have drawn someone's attention?

Mr. Shepherd: I'm not sure where you're speaking of that.

[...].

Mr. Giese: Mr. Hiott had the ability to write a check for that amount of money with no one – other than making sure it balanced in the books, no oversight, no one going, oh, yeah, Ben, you can do that, as long as it balanced, no one called him and said, what did you do this for?

Mr. Shepherd: I don't believe anybody did that, no, sir.

Mr. Giese: That's because of the position he was in?

Mr. Shepherd: He was in a senior position, correct.

Mr. Giese: And you were supervising him?

Mr. Shepherd: That's correct.

Mr. Giese: And you never looked to see what that $500,000 check was for?

Mr. Shepherd: I did not look to see what that $500,000 was for.

[...]

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(Shepherd depo p. 48-51, attached hereto as Exhibit LL). Shepherd further testified that the only thing he would do on a daily basis to oversee Defendant Hiott was to look at the day ending balance sheets. As long as the ending numbers balanced, he would not look into any other transactions. Additionally, Defendant Hiott is not the only employee Defendant CFB failed to supervise.

Continuing the negligence, the Audit Committee never met. (Jones deposition, p.98; attached hereto as Exhibit MM). John Hamrick, Chairman of the Audit Committee, had never heard of Mrs. Brookshire until July of 2013 almost 3 years after she had first attempted to obtain an accounting of her Trust. (John Hamrick depo, p. 14-15, attached hereto as Exhibit NN). As Chairman of the Audit Committee, Plaintiff would expect Mr. Hamrick to be well apprised of Plaintiff's situation. This was not the case. Most of what was asked of him, Mr. Hamrick was not aware of until asked in his deposition. He was not aware that $85,000 went into the Chairman of the Board's account from Plaintiff's Trust. He was unaware that that $85,000 was then put directly into a Defendant CFB general leger account. He was unaware this same $85,000 was then used to pay for MPS Development. He did not know that Defendant Hiott had the ability and permission to go onto the computer and transfer money from any account to any other account at Defendant CFB.

At all times relevant to the Plaintiff's causes of action, Defendant Hiott was the employee of Defendant CFB and was on the premises of Defendant CFB or using a chattel of Defendant CFB, including computers and computer software or other electronic devise whereby he could access the Trust account and transfer funds into and out of Plaintiff's Trust. Defendant CFB knew or should have known it had the ability to control the conduct of Defendant Hiott, either by disabling his electronic access to the Trust account. President Shepherd actually checking the day

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end balancing sheets of Defendant CFB, or removing him from his position as Senior Vice President of the Bank. Defendant CFB knew or should have known as early as 2004 that Defendant Hiott was mismanaging Bank funds for MPS's benefit. Specific to Plaintiff's Trust account, Defendant CFB should have known no later than July 12, 2007 that Defendant Hiott was mismanaging and misappropriating assets in the Plaintiff's Trust Account when Defendant Hiott executed a cashier's check issued by Defendant CFB in the amount of $500,000 drawn on the Trust and made payable to Joseph C. Crosby, Jr. Defendant CFB thus knew or should have known of the need to control the conduct of Defendant Hiott and had the opportunity to exercise sufficient control to prevent Defendant Hiott from committing further acts that were harmful to the Plaintiff. Despite this knowledge and opportunity, Defendant CFB failed to prevent Defendant Hiott, its Senior Vice President, from continuing to treat Plaintiff's Trust account assets as his own and making large and frequent withdrawals from the Trust; rather, Defendant CFB enabled Defendant Hiott to continue to raid the Trust by providing him with unfettered access to the funds in the Trust and accounts of other customers. In fact, if President Shepherd had kept a closer eye on Defendant Hiott and had managed and supervised him as he should have, Defendant Hiott's concealment scheme would have been caught in 2004, when it began with the MPS accounts and this lawsuit could have been altogether avoided and the theft of Plaintiff's money prevented.

D. Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for negligence/gross negligence.

Defendant CFB contends that it did not owe any duties to Plaintiff because it was not designated as her "agent" under the POA. Defendant Hiott was designated her "agent" while also acting as Senior Vice President, and agent, of Defendant CFB. It is absurd to think that Defendant CFB would have no duty to act in good faith with respect to Plaintiff. Defendant

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Hiott was designated Plaintiff's agent by the POA, but Plaintiff herself was still the principal and was owed certain duties. Plaintiff alleges in her Complaint that "Defendant Hiott recruited and convinced Plaintiff to sign the above-referenced Power of Attorney and transfer her money from BB&T in Trust to Defendant Community First Bank and but for Defendant Hiott's position as a Vice President at Defendant Community First Bank, Plaintiff would not have transferred the funds into Defendant Community First Bank." (Complaint Paragraph 9). Defendant Hiott was a senior vice president of Defendant CFB and its agent. He was given certain powers over Plaintiffs finances by the POA. Not only was the situation highly unusual (See Shepard depo, p. 73, hereto attached as Exhibit OO), but it was against the standards and practices of the banking industry (See Report of Kenneth Richey, attached hereto as Exhibit HH). Moreover, based on the agency argument above, Defendant Hiott was acting as an agent of Defendant CFB, and the POA does in fact bind Defendant CFB. The POA did not give Defendant Hiott the authority to steal from the Plaintiff. The POA did not give him the authority to lie to the Plaintiff. The POA did not give him the authority to access other bank accounts, Defendant CFB did. The POA did not give him the authority to manipulate bank statements, Defendant CFB did. The POA did not give Defendant Hiott the authority to make journal transfers from account to account, Defendant CFB did.

Negligence is the failure to exercise due care, while gross negligence is the failure to exercise slight care. *Clyburn v. Sumter Cnty. Sch. Dist. # 17*, 317 S.C. 50, 53, 451 S.E.2d 885, 887 (1994). Defendant CFB's failure to follow standard practices and state and federal law created a situation where there was a *complete* lack of oversight and the failure to exercise even the slightest of care. (See Report of Kenneth Richey, Exhibit HH). It also created a situation where Defendant Hiott was allowed to orchestrate an approximately nine (9) year scheme of

misappropriating funds and manipulating securities, some of which were funneled to a business owned by three (3) members of Defendant CFB's Board of Directors.

Gross negligence is ordinarily a mixed question of law and fact. *Clyburn*, 317 S.C. at 53, 451 S.E.2d at 887. "When the evidence supports but one reasonable inference, it is solely a question of law for [the] court, otherwise it is an issue best resolved by the jury.... In most cases, gross negligence is a factually controlled concept whose determination best rests with the jury." Prakash v. Wal-Mart Store, 410 S.C. 229, 763 S.E.2d 615 (S.C. App., 2015)(citing *Madison ex rel. Bryant v. Babcock Ctr., Inc.*, 371 S.C. 123, 144, 638 S.E.2d 650, 661 (2006)). Given the claims that Plaintiff was induced by an agent of Defendant CFB to enter into a POA and transfer the funds of her trust at BB&T to a trust to be created at Defendant CFB, the complete lack of care exercised by Defendant CFB, and mixed nature of a claim of gross negligence, the Defendant CFB is not entitled to Summary Judgment on Plaintiff's cause of action for Negligence/Gross Negligence.

E. Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for breach of contract accompanied by a fraudulent act.

Defendant CFB is attempting to parse Plaintiff's complaint by stating that the only "contract" that they can find is the POA between Defendant Hiott and Plaintiff. Plaintiff's Complaint clearly states that Plaintiff had an account at Defendant CFB and the Trust Agreement constitutes a contract between Defendant CFB and Plaintiff. Defendant CFB contends that there is no evidence that Defendant CFB "actively concealed from the Plaintiff the fraudulent and tortious conduct" of Defendant Hiott. This is simply untrue. First, Defendant Hiott's entire scheme was to defraud the Plaintiff. Numerous transactions that were shown to be debited from CLCB's account were in fact debited to Plaintiff's account. Defendant Hiott transferred $85,000 to the Chairman of the Board's account so it would "look like" Mr. McCoy had paid a large fee

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to Defendant CFB, when in fact the money came directly from Plaintiff's account and offset to the Bank.

Once Kathleen McDaniel began attempting to get documents from Defendant CFB and Defendant Hiott, Defendant CFB did nothing to help. After being told that an annuity had been created by the Senior Vice President of the bank and receiving absolutely no response from the chairman of the board or the President, Mrs. McDaniels was assured by Jim Williams, of-counsel for Defendant CFB, that Defendant CFB would provide a copy of Plaintiff's file with the bank to Mrs. McDaniels. She never received these documents or an accounting. Once another set of attorneys got involved, there was more and more stalling by Defendant CFB – more lies about where the money was sent, more phone calls to bank employees going unreturned, more letters to the bank, the President of the bank and the Chairman of the Board with no responses. Finally, Defendant CFB represented to Plaintiff's counsel that four binders were Plaintiff's entire file of the Trust. This in fact is not true, as these binders were missing documents. In fact, Donald Jones testified in his deposition that he heard a conversation between President Shepherd and Jeff Griffith, a Senior Vice President at Defendant CFB, in which Shepherd was telling Griffith as recently as December of 2013 what documents to remove from the binders before turning them over to Plaintiff's counsel. "The fraudulent act may be prior to, contemporaneous with, or subsequent to the breach of contract, but it must be connected with the breach itself and cannot be too remote in either time or character." *Floyd v. Country Squire Mobile Homes, Inc.*, 287 S.C. 51, 53-54, 336 S.E.2d 502, 503-04 (Ct.App.1985). Certainly removing damning evidence from documents provided to counsel of someone with whom you have contracted, in an attempt to evade and obscure discovery of a cause of action qualifies as a fraudulent act not actionable until its discovery.

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Moreover, based on the agency argument above, Defendant Hiott was acting as an agent of Defendant CFB, and the POA does in fact bind Defendant CFB.

F. Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for an accounting.

Defendant CFB is not entitled to summary judgment on Plaintiff's cause of action for an accounting. As discussed above, Plaintiff contends that a fiduciary duty did exist between her and Defendant CFB, if not through the POA, then through the existence of what Plaintiff believed – based on representations of Bank employees other than Defendant Hiott – to be a trust. Defendant CFB additionally argues that this claim is now moot because all Account statements and supporting documentation have been produced to the Plaintiff. It is important to note that all of the supporting documentation was *not* produced by Defendant CFB. Plaintiff had to subpoena PCS for their file in order to get all pages of the binders previously discussed.

Applying the correct standard for deciding a motion for summary judgment under Rule 56, SCRCP, Plaintiff submits the motion should be denied because there are multiple material issues of genuine facts.

Equitable Tolling

An additional reason for denying Defendant CFB and Defendant Hiott's motions for summary judgment is that Defendants should not be permitted to avail themselves of the statute of limitations where Defendants' own actions equitably tolled the statute of limitations.

South Carolina law provides a number of statutory devices for tolling the statute of limitations. *See, e.g.*, S.C. Code Ann. § 15-3-30 (stating exceptions to the running of the statute of limitations when the defendant is out of the state); § 15-3-40 (providing exceptions for persons under a disability, including being underage or insane); § 15-3-80 (providing exceptions for suits by and against enemy aliens or citizens of countries at war with the United States). In

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addition to these statutory tolling mechanisms, "in order to serve the ends of justice where technical forfeitures would unjustifiably prevent a trial on the merits, the doctrine of equitable tolling may be applied to toll the running of the statute of limitations." *Hooper v. Ebenezer Senior Services and Rehabilitation Center*, 386 S.C. 108, 687 S.E.2d 29 (2009) (citing 54 C.J.S. *Limitations of Actions* § 115 (2005)).

> Equitable tolling is judicially created; it stems from the judiciary's inherent power to formulate rules of procedure where justice demands it. Where a statute sets a limitation period for action, courts have invoked the equitable tolling doctrine to suspend or extend the statutory period to ensure fundamental practicality and fairness.

Hooper, *supra*, at 115, 687 S.E.2d at 32 (internal citations and quotation marks omitted).

The Court in *Hooper* described a number of circumstances in which the doctrine of equitable tolling would apply, including "where the defendant is shown to have actively misled or prevented the plaintiff in some extraordinary way from discovering the facts essential to the filing of a timely lawsuit[.]" *Id.* The Court did not limit application of the doctrine to only those examples set forth in *Hooper*. Instead, the Court explained,

> [t]he equitable power of a court is not bound by cast-iron rules but **exists to do fairness** and is flexible and adaptable to particular exigencies so that **relief will be granted when**, in view of all the circumstances, **to deny it would permit one party to suffer a gross wrong at the hands of the other**. Equitable tolling may be applied where it is justified under all the circumstances.

Hooper, *supra*, at 116 - 117, 687 S.E.2d at 33 (emphasis added; internal citations and quotation marks omitted).

"Under South Carolina law, 'a defendant may be estopped from claiming the statute of limitations as a defense if the delay that otherwise would give operation to the statute had been induced by the defendant's conduct.'" *Black v. Lexington School Dist. 2*, 327 S.C. 55, 488 S.E.2d 327 (1997) (*quoting Wiggins v. Edwards*, 314 S.C. 126, 130, 442 S.E.2d 169, 171 (1994)).

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Here, Defendant CFB argues the Plaintiff should have asked for an accounting, but she has been asking for an accounting for years and the Defendants refuse to provide it. As recently as May 7, 2013, Community First Bank, represented to the Plaintiff that she had $500,000.00 in annuities that never existed. This is precisely the type of conduct that gives rise to equitable tolling: Defendants misappropriated the Plaintiff's money, and then concealed the misappropriation by refusing to provide the Plaintiff and her representatives an accounting and affirmatively representing to her that she had valuable annuities that never existed. Now Defendant CFB claims the statute of limitations bars the Plaintiff's suit because it took her too long to catch onto the theft. Particularly in light of Defendant Hiott's authority under the Power of Attorney, it was imperative that Plaintiff be able to discern, not only that funds had been removed from the account, but specifically what they had been removed for so she could determine whether a cause of action existed or not. In its counterclaims against the Plaintiff, the Defendant Community First Bank essentially admits that Defendant Hiott was deceiving bank customers. See Paragraph 66 of Community First Bank's Answer and Counterclaims ("Upon information and belief, funds in the approximate amount of $788,855.00 ("Funds"), none of which belonged to Plaintiff were deposited in Plaintiff's Account by Defendant Hiott during the time the Account was held at the Bank."). The Bank's statement acknowledges that Hiott was moving money through the Plaintiff's Account in order to avoid detection.

The Defendants' conduct is the very definition of injustice and unfairness. Defendant CFB and its co-defendant should be estopped from claiming the statute of limitations as a bar to the action.

Through the discovery process, the Plaintiff has found the following conduct on the part of Defendant Hiott and Defendant CFB that should give rise to equitable tolling:

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Defendant Hiott, by reason of his managerial position within the bank, could manipulate account balances electronically, and often altered account balances by transferring assets from one customer to another **in order to avoid detection and to conceal** his fraudulent actions. Plaintiff was a victim of Defendant Hiott's scheme, as set forth more fully herein.

On September 16, 2008, Defendant Hiott, at all times acting within the scope and course of his employment and agency with Defendant Community First Bank, Inc., made two withdrawals, one in the amount of $2,103.36 and the other in the amount of $12,528.79 from the Trust and delivered these sums, via wire transfer to Cargill Meats. **Defendant Hiott attempted to conceal these two transactions** by originally charging the debits to CLCB, Inc., however, it was later discovered that the funds actually were withdrawn from the Trust. CLCB (Coach's Low County Brands) is incorporated in South Carolina and owned and operated by Joseph Crosby, Jr. The Trust received nothing of value in exchange for these withdrawals. (See documents bates labeled Giese-CFB 0172-0173, 0182, 0186; attached hereto as Exhibit PP).

On September 17, 2008, Defendant Hiott, at all times acting within the scope and course of his employment and agency with Defendant Community First Bank, Inc., withdrew $15,000 from the Trust and delivered this sum, via wire transfer to Naturally Fresh, Inc. **Defendant Hiott attempted to conceal this transaction** by originally crediting the debit to CLCB, Inc., however, it was later discovered that the funds actually were withdrawn from the Trust. The Trust received nothing of value in exchange for this withdrawal. (See documents bates labeled Giese-CFB 0172-0173, 0194, attached hereto as Exhibit QQ).

On November 3, 2008, Defendant Hiott, at all times acting within the scope and course of his employment and agency with Defendant Community First Bank, Inc., withdrew $16,560 from the Trust and delivered this sum, via wire transfer to Rock Foods of Mississippi. **Defendant Hiott attempted to conceal this transaction** by originally crediting the debits to CLCB, Inc., however, it was later discovered that the funds actually were withdrawn from the Trust. The Trust received nothing of value in exchange for this withdrawal. (See documents bates labeled Giese-CFB 0234-0235, 0237, attached hereto as Exhibit RR).

On August 23, 2010, Plaintiff, through counsel (Kathleen McDaniels), requested an accounting of the Trust assets from Defendant CFB. On September 7, 2010, Defendant Hiott sent via facsimile to Plaintiff's attorney a purported "accounting." This "accounting" consisted of a generic list of amounts withdrawn from the Trust with no explanation of withdrawals, and with no accounting of the monthly deposits Plaintiff received from Baker & Baker. Defendant Hiott further stated that Ms. Brookshire should have been in possession of the documentation related to the $500,000 "annuity" and that it was concerning to him that she had not provided this information to Ms. McDaniels. Of course, there was no

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documentation relating to any "annuity" because no annuity was ever purchased. (See citations above).

On September 21, 2010, Plaintiff Brookshire's attorney again requested a formal accounting of the Trust assets. Ms. McDaniels never received a formal accounting. (See documents bates labeled Giese-CFB 1244-46, attached hereto as Exhibit K).

Defendant Hiott, acting within the scope and course of his employment with Defendant CFB, closed Plaintiff's Trust between October 1, 2010 and October 19, 2010 without informing the Plaintiff of this action as well as failing to disclose that the Trust had a balance of zero.

On October 19, 2010, Mrs. McDaniels sent a letter to Frederick D. Shepherd, Jr. (President of Defendant CFB) and James E. McCoy (Chairman of the Defendant CFB Board)[5], requesting assistance with Defendant Hiott in obtaining the requested documents, including a full accounting. (See documents bates labeled Giese-CFB 1247-48, attached hereto as Exhibit SS). On October 21, 2010, Defendant Hiott sent Plaintiff's counsel a letter stating that he has set aside money for Plaintiff's 2 children and would be glad to send documentation reflecting the whereabouts of this money. (See documents bates labeled Giese-CFB 1249, attached hereto as Exhibit M). Plaintiff has since learned that these documents do not exist.

On November 18, 2010, Mrs. McDaniels sent another letter to Frederick Shepherd, Jr. and James McCoy regarding Defendant Hiott's October 19, 2010 inadequate response. In this letter, Mrs. McDaniels expressed her concern that "this information should be straightforward for Mr. Hiott or some other employee of Community First Bank to generate and provide to Mrs. Baker-Brookshire. I, therefore, do not understand Mr. Hiott's reluctance to provide the requested information. As I have been unable to obtain the requested information directly from Mr. Hiott, I am again asking that you assist me in obtaining this information for Mrs. Baker-Brookshire." (See documents bates labeled Giese-CFB 1250, attached hereto as Exhibit TT).

On December 1, 2010, Mrs. McDaniels and Mr. Williams, of-counsel for Defendant CFB, spoke on the phone. Mr. Williams advised that he would send a full accounting of the Plaintiff's Trust account. He never did. (See documents bates labeled Giese-CFB 1251, attached hereto as Exhibit N).

[5] Much to Plaintiff's surprise, Chairman McCoy revealed during his deposition that he never received any mail at Defendant CFB. (McCoy Depo, p. 98) Q: "Did you ever get mail at the bank?" A: "No. I never received mail from the bank, no." Q: "As the chairman of the board you never received mail at the bank?" A: "No." (See James McCoy deposition, attached hereto as Exhibit L).

Moreover, at some point in Mrs. McDaniels' dealings with Defendant CFB, either Defendant Hiott or Mr. Williams told her that the $500,000 miscellaneous debit was used to purchase a Lafayette product single premium annuity. (See McDaniels deposition, p. 56, attached hereto as Exhibit O) This, of course, was false information and a direct effort by Defendant Hiott and Defendant CFB to mislead the Plaintiff.

On February 17, 2011, Mrs. McDaniels sent Mr. Williams a letter requesting that Mrs. Brookshire's account be closed and all of the funds delivered to Plaintiff's attorney. (See document bates labeled Giese-CFB 1254, attached hereto as Exhibit P). Defendant Hiott, at all times acting within the scope and course of his employment and agency with Defendant CFB, re-opened Plaintiff's Trust. Defendant Hiott, using his managerial position in Defendant CFB, transferred $285,233.34 from account number 117001 at Defendant CFB, via journal entry, into the Trust. That same day Mrs. McDaniels closed the account and received a check in the above-referenced amount which allegedly represented all assets of the Trust. On March 11, 2011, Mrs. McDaniels notified counsel for Defendant CFB that she no longer represented the Plaintiff and requested that counsel for Defendant CFB send the documents requested to Plaintiff at her home address. (See document bates labeled Giese-CFB 1255, attached hereto as Exhibit Q). These documents were never sent.

Plaintiff enlisted the help of Tabor Investigative Services to track down the paperwork associated with the $500,000 miscellaneous debit. On November 27, 2012 Tabor Investigative Services phoned Carol Wilson, an employee of Defendant CFB, and requested documents from Plaintiff's Trust account. Mrs. Wilson requested that a signed authorization of Release be faxed to her for her review and that she would contact Tabor when she received the authorization. This authorization was sent the same day and as of today, Tabor Investigative Services has yet to receive a response to this request from Mrs. Wilson. (See documents bates labeled Giese-CFB 1257 – 58, 1405, attached hereto as Exhibit R).

On March 19, 2013, Plaintiff, through current counsel, sent a letter to Defendant Hiott requesting an accounting of the Trust assets and a meeting. Copies of this letter were also sent to Frederick D. Shepherd, Jr., James E. McCoy, and Carol Wilson. (See documents bates labeled Giese-CFB 1259-60, attached hereto as Exhibit S). Sometime between March 19, 2013 and May 7, 2013, Defendant Hiott telephoned counsel and represented that the $500,000 transfer was put into 2 separate annuities for Plaintiff's two children and that the annuities were placed with Nationwide Insurance Agency. Nationwide Insurance has no annuities payable to Plaintiff or her children. This was yet another direct effort by Defendant Hiott and Defendant CFB to mislead the Plaintiff. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T).

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On May 7, 2013, Tabor Investigative Services and counsel met with Defendant Hiott. In this meeting Defendant Hiott informed Tabor and counsel that he wrote a check for $500,000 to Mr. Holcombe of Holcombe Insurance Agency in Easley, South Carolina and that Mr. Holcombe used the funds to purchase two annuities in the names of Jordan Taylor Blackwell and Laura Ann Elizabeth Blackwell (Plaintiff's children) from Lafayette Insurance Company. Lafayette Insurance has no annuities payable to the Plaintiff or her Children. Moreover, Defendant Hiott and Defendant CFB failed to provide Plaintiff with a formal accounting of the Trust. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T). Additionally, Defendant Hiott said he would not provide any documentation unless she provided the following information: "account of amounts and purpose of Debi's withdrawals from her BB&T account(s); copy of her tax returns since 2009; copy of her DSS reports; and asked her to be drug tested." (See document bates labeled Giese-CFB 1263, attached hereto as Exhibit U).

On June 14, 2013, Plaintiff's counsel sent a letter to Mr. Williams, counsel for Defendant CFB, informing him of the communications between counsel and Defendant Hiott and again requested a formal accounting of the Trust. (See documents bates labeled Giese-CFB 1261-62, attached hereto as Exhibit T).

On July 18, 2013, Mr. Williams wrote to Plaintiff's counsel in which he advised that Defendant Hiott indicated to him that the $500,000 was removed from the Trust, with Plaintiff's consent and knowledge, for an investment with Joseph C. Crosby, Jr., and that the Plaintiff was provided the promissory note signed by Mr. Crosby and that she was in possession of it. (See documents bates labeled Giese-CFB 1365-66, attached hereto as Exhibit __). Plaintiff does not and has never had a promissory note, nor had she ever heard of Mr. Crosby at the time, nor was ever aware of this transaction at the time. Defendant CFB provided some documents related to the Trust but did not provide a formal and complete accounting, or a copy of the alleged promissory note. Mr. Crosby testified that he has never met Plaintiff and he never signed a promissory note with her. (See Joseph Crosby deposition, p. 61, attached hereto as Exhibit V). This is just another example of more false information provided by the Defendants to the Plaintiff in order to delay any lawsuit.

On August 19, 2013, Plaintiff's counsel requested records of all deposits and the source of the deposits into the Trust, all documents related to any and all "miscellaneous debits" and "investment counter withdrawals," and all monthly bank statements from November 1, 2010 through February 22, 2011. (See documents bates labeled Giese-CFB 1371-76, attached hereto as Exhibit W). Having not heard from Defendants, Plaintiff sent a follow up letter on September 17, 2013. (See document bates labeled Giese-CFB 1377, attached hereto as Exhibit X). Again, not hearing anything from Defendants or counsel, Plaintiff sent another follow up letter on October 17, 2013 re-requesting the documents listed in the two previous letters as well as a full accounting an entire copy of the

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Trust file from the date of creation to date of termination. (See documents bates labeled Giese-CFB 1378-84, attached hereto as Exhibit Y).

On December 17, 2013, Defendant CFB provided the Plaintiff with the documents showing the activities in the Trust account. Donald Jones, with Palmetto Consulting, had created these binders detailing the Plaintiff's Trust Account for Defendant CFB. When Mr. Jones turned them over to Mr. Shepherd, Mr. Jones was able to account for all transactions in and out of the Trust. When turning the 4 binders over, Mr. Williams and Mr. Griffith represented to counsel that these were all of the documents associated with the Trust. This was in fact, not the case. Paperwork for over $500,000 was purposefully withheld from the 4 binders provided to the Plaintiff. Mr. Jones testifies "Mr. Shepherd was responsible for what was put in the binders or not. He was asking me for, you know, data to copy to respond to you. I knew he was doing that. And Jeff Griffith was working with him but it appeared to me, from the conversation that was going on right outside my door, that Mr. Shepherd was deciding what to put in the binders and what not to, not Jeff." (See Jones deposition, p. 147-148, attached hereto as Exhibit Z).

The creation of Plaintiff's Trust account itself was a deception on the part of both Defendant Hiott and Defendant CFB. Plaintiff intended to create a trust account in the same nature as her previous account with BB&T. Defendant Hiott and Defendant CFB were aware of the fact that they did not have the authority to create such accounts but concealed that fact from Plaintiff. The discovery that Plaintiff's account was not a trust only occurred upon the commencement of this action. It is noted that both defendants refer to the account as a trust when trying to place additional duties of a trustee on Plaintiff and make it clear that the account was not a trust when it supports their respective positions. (See documents bates labeled Giese-CFB 1356-1370, attached hereto as Exhibit A).

Additionally, Plaintiff subpoenaed Palmetto Consulting's entire file with relations to this investigation. Over 40,000 pages of documents were produced. Within these pages were the above-referenced binders (in scanned format), and supporting paperwork associated with the $500,000 missing transactions were indeed present. These pages were intentionally withheld from the Plaintiff by CFB acting directly through Mr. Shepherd – not Hiott. The transactions revealed within the 40,000 pages produced by PCS, many of which were intentionally withheld by Defendant CFB despite Plaintiff's repeated attempts to obtain this information, include the following:

- $310, 510.75 – juggling
  - On 12/31/2007, $310,510.75 was transferred from Plaintiff's account into account # 1002901 (Due From Bank – Banker's Bank).
  - On January 7, 2008, $310,510.75 was transferred from account #1052201 (State County Muni Securities – AFS) into Plaintiff's account.
  - On March 31, 2008, $310,510.75 was transferred from account 1029002 into 1052201.
  - Defendant CFB represented in their Reponses to Plaintiff's 1st set of interrogatories that this the withdrawal from Plaintiff's account was a "reverse transaction." According to Jeff Griffith's testimony, this transaction was not a reverse transaction and he "would call it juggling." (Exhibit AA). When posed with the question, "that's not a reverse transaction is it," Don Jones testifies, "It's a juggling—no. He's moving, hiding money from one place to the other, juggling." (Exhibit BB)
  - This transaction was marked as "Tax" on bank statement. Clearly the bank had given Defendant Hiott the ability to manipulate bank statements.
- On 2/29/2008, $8,500 was transferred from Plaintiff's account to Marc Hiott's CFB account.
- On 3/13/2008, $2,224 was transferred from Plaintiff's account to 1222001 (Defendant CFB's Misc. Accounts Receivable). $1,360 of this money was transferred from Defendant CFB's Misc. Accounts Receivable into Ben Wilson's account at Defendant CFB in exchange for some Defendant CFB stock. Ben Wilson is the step-son of Fred

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Shepard, President of CFB. Fred Shepard's wife was also on this account. (Don Jones depo. p. 114-115, attached hereto as Exhibit CC)

- On 8/29/2008, $65,000 was transferred from Plaintiff's account to CLCB CFB account.
- On 9/22/2008, $1,000 was transferred from Plaintiff's to Ben Hiott's account.
- On 10/24/2008, $3,500 was transferred from Plaintiff's to Ben Hiott's account.
- On 11/1/2008, $85,000 was transferred from Plaintiff's account to Jim McCoy's account and was immediately offset to pay a debt owed by Mr. McCoy to Defendant CFB. (See documents PCS 000024-000045, attached hereto as Exhibit EE).
- On 6/5/2009, $25,387.20 was transferred from Plaintiff's account into Defendant CFB's accounts receivable, in which Defendant CFB was able to derive direct benefit and control in exchange for nothing.
- On June 15, 2010, $3,000 was transferred from Plaintiff's to Defendant Hiott's account.

(Emphasis added).

All of these allegations indicate a pattern and practice of intentional concealment and misrepresentation on the part of the Defendants for the purpose of delaying the Plaintiff from discovering that her funds had been misappropriated and to delay her from filing suit. These actions are especially egregious when the Court considers that Defendant Hiott was acting in a position of trust to the Plaintiff on behalf of Defendant CFB. Defendant CFB should not be permitted to profit from, or escape civil liability for, its unethical and in some cases, criminal activity, especially since if it was not for the Plaintiff's continued pressing of her requests for an Accounting, Defendant Hiott would still be an employee of Defendant CFB today. The Plaintiff respectfully asks the Court to not permit Defendant CFB to do so.

G. Defendant CFB is not entitled to summary judgment on Defendant's counterclaims for Conversion and Unjust Enrichment.

As it has done throughout this entire litigation, Defendant CFB argues strenuously against Plaintiff's position only to turn right around and make the same claims that it just alleged were invalid. Defendant CFB argues in its motion for summary judgment that Plaintiff's causes of action are barred by the statute of limitations, alleging that Plaintiff was responsible for discovering wrongdoing by Defendant CFB's employee and agent. Defendant CFB contends that even if she did not have statements or notice that misappropriations occurred, it was incumbent upon her to take steps to discover. Defendant CFB, with apparent disregard of its own argument of the statute of limitations, now asks this court for summary judgment on counterclaims filed October 9, 2014, when Defendant had complete control and access to the documents necessary to discover any wrongdoing or misappropriations. If any entity should be held responsible for discovery of misappropriated funds, certainly a bank whose president conducts daily reviews of the balance sheets would be such entity. (Shepherd depo, p. 50-51, attached hereto as Exhibit UU)

Further, given the scheme that Defendant Hiott employed from 2004 through 2013 with both Plaintiff's funds as well as bank funds and potentially other customers' funds, at this point in time, Plaintiff alleges that there are questions of fact as to whether any monies moved into and out of Plaintiff's, or any other, account was, in fact, Defendant CFB's funds. Defendant CFB has repeatedly objected to and refused to produce records from any bank or third parties accounts (See Defendant CFB's responses to Plaintiff's First Request for Production #12, attached hereto as Exhibit VV). While Defendant CFB has alleged that the funds were its own, it has failed to provide more than limited documentation and has not properly responded to discovery (See Defendant CFB's responses to Plaintiff's First Interrogatories #29, hereto attached as Exhibit

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KK), creating questions of fact to be resolved by a jury.

Plaintiff would note that Defendant Hiott filed a Rule 12(b)(6) Motion to Dismiss in early in the litigation. Judge McIntosh ruled that the allegations set forth in the Complaint did not establish the affirmative defense of the statute of limitations. In the alternative, the Court found that Defendant Hiott's Motion to Dismiss should be denied because the allegations in the Complaint gave rise to equitable tolling. As a final alternative ground for denying the motion, the Counrt found that the allegations set forth in the Complaint may be governed by S.C. Code Section 15-3-110. (See Judge McIntoch's Order, attached hereto as Exhibit WW).

CONCLUSION

At this stage in the litigation, all the evidence and inferences reasonably to be drawn from the evidence must be construed in the light most favorable to the Plaintiff. When the evidence is so construed, it unquestionably gives rise to equitable tolling. Moreover, to the extent it calls for application of the discovery rule, Defendant CFB and Defendant Hiott's statute of limitations argument unquestionably gives rise to genuine issues of material fact. The Plaintiff respectfully requests that the Defendants' Motion for Summary Judgment be denied in full.

Respectfully submitted,

s/M. David Scott
M. David Scott
JORDAN, RAUTON & SCOTT, LLC
Post Office Box 948
Lexington, South Carolina 29071
dscott@jrslawsc.com
Phone: 803-785-7878
Fax: 803-785-7880

W. Barney Giese
THE GIESE LAW FIRM, LLC
1315 Blanding Street

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Columbia, South Carolina 29201
barneygiese@gmail.com
Phone: 803-708-6767
Fax: 803-708-6769
ATTORNEYS FOR PLAINTIFF

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EXHIBIT

A

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6

Account Name:
DEBI BAKER BROOKSHIRE

Trust I.D. Number: [redacted] 1545
BRANCH BANKING & TRUST CO., TRUSTEE
PO BOX 2907 - TRUST TAX DEPT
WILSON, NC 27894-2907

BB&T
FIDUCIARY TAX SERVICES

Date trust established 5-1-93

GRANTOR TAX INFORMATION LETTER

Grantor:

DEBI BAKER BROOKSHIRE
1707 DEVINE STREET
COLUMBIA, SC 29201

I.D. Number: [redacted]

Tax Year
Beginning 01/01/2006
Ending 12/31/2006

ENTER THE AMOUNTS LISTED BELOW ON YOUR U.S. INCOME TAX RETURN

I N C O M E

OTHER INTEREST INCOME	12,914.
(ENTER THE ABOVE ON SCHEDULE B, PART I, LINE 1)	
DIVIDEND INCOME:	
QUALIFIED	755.
(SEE FORM 1040 INSTRUCTIONS)	
TOTAL FOR YEAR	34,312.
(ENTER THE ABOVE ON SCHEDULE B, PART II, LINE 5)	
SHORT TERM GAINS OR LOSSES:	
PARTNERSHIP, TRUST, AND S CORP GAIN OR LOSS	752.
(ENTER ABOVE ON SCHEDULE D, LINE 5, COLUMN F)	
LONG TERM GAINS OR LOSSES:	
PARTNERSHIP, TRUST, ESTATE, & S CORPORATION GAIN	-148.
(ENTER ABOVE ON SCH. D, PART II, LINE 12, COLUMN F)	
BUSINESS PROPERTY GAIN OR LOSS	
TOTAL FOR YEAR	116,526.
(ENTER ABOVE ON FORM 4797, PART I, COLUMN G)	
UNRECAPTURED SECTION 1250 GAIN (PARTNERSHIPS/S CORPS)	42,313.
(SEE UNRECAPTURED SECTION 1250 WORKSHEET INSTRUCTIONS)	
PARTNERSHIP INCOME FROM ACTIVE/PASSIVE ACTIVITIES	586,941.
(ENTER THE ABOVE ON SCHEDULE E, PART II)	

D E D U C T I O N S

INTEREST EXPENSE	1,456.
(ENTER THE ABOVE ON SCHEDULE A, IF APPLICABLE)	
CHARITABLE DEDUCTION	8,156.
(ENTER THE ABOVE ON SCHEDULE A, IF APPLICABLE)	
TRUSTEE FEES	28,303.
(ENTER THE ABOVE ON SCHEDULE A, IF APPLICABLE)	
OTHER DEDUCTIONS SUBJECT TO 2% AGI	256.
(ENTER THE ABOVE ON SCHEDULE A, IF APPLICABLE)	

Report the amounts listed above on your 2006 tax return. These may differ from payments actually received by you. The difference may be caused by the exclusion of tax-exempt income, our agreed plan of remitting, fiduciary deduction, or variance between your taxable year and that of this account. If you have interests in other accounts, appropriate schedules will follow.

Giese-CFB 1356

Past Messages

Past Message List Next

Delivered to FPM: 06/20/2007 15:47:49 Test/Prod: Prod
IMAD: 20070620 B3QP021C 001130 06201547
OMAD: 20070620 QMGPNP31 053843 06201547
See Audit Log for this Message

Export

Basic Information

Sender ABA (3100):	053101121 BRANCH BKG WILSON
Receiver ABA (3400):	053202130 CFB WALHALLA SC
Amount (2000):	1,171,833.58
Type Code (1510):	1000 - Transfer of Funds
Business Function (3600):	CTR - Customer Transfer
Reference Number (3320):	2007062000005556

Institution Information

Originator (5000)

ID Code:	D - DDA Account Number
Identifier:	000168918O244
Name:	DEBI BAKER BROOKSHIRE
Address:	[redacted]

Beneficiary (4200)

ID Code:	D - DDA Account Number
Identifier:	[redacted]1950
Name:	DEBRA BAKER BROOKSHIRE
Address:	1707 DEVINE ST COLUMBIA SC 29205

Reference for Beneficiary: (4320)

Text:	1730001689

CTR Data

Charges (3700)

Charge Details:	S - Shared

Export

128924

SSN [redacted]
DOB [redacted]
SCDL [redacted]
Ist. 96A6 EFT

Emp Self
ph #

Trust

ph #
803-799-7440

May 1, 1993
no checks

Debi Baker Brookshire Trust
" Trustee
"

Giese-CFB 1357

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DEPOSIT ACCOUNT COMPLIANCE CHECKLIST (dated 03/13/07)

8

ADDITIONAL DISCLOSURES Debi Baker Brookshire Trust [redacted] 1950

☑ Print & give additional disclosures to customer (Personalprint, commercialprint files). ***Note: remove all items that have: "For Bank Use" printed on the bottom e.g. last couple of pages.

CIP (Customer Identification Program)/PATRIOT ACT 128934

Using the "Patriot Act Customer ID Guide" to identify who is your customer, ensure completion on the signature card of the following:

CIP Individual: obtain for all owners of the account
☑ Full Legal Name ☑ TIN ☐ Physical Address ☐ DOB ☑ Driver's License or other document
☑ State issued ☐ Number ☑ Issue Date ☐ Expiration Date

Trustee

☐ CIP information above gathered for nameline 2
☐ CIP information above gathered for nameline 3 & 4
☐ Chex Systems
☐ OFAC and/or other Screening Completed (for individual) (Includes SDN and PLC lists) (e.g., watchdog)
☐ Patriot Act Connection- to verify identification of individuals performed (Optional)
Other potential document: ☐ W-8 BEN(requires branch Mgr approval) ☐ W-9

☐ Consumer Customer BSA Questionnaire
☐ Consumer Customer BSA Risk Assessment

CIP Business: obtain for the business
If a corporation, partnership, LLC, or LLP, obtain: ☐ TIN and ☐ Street Address

If legal entity obtain:
☐ Verification with Secretary of State and verification
Obtain copy of: ☐ Certified articles of incorporation ☐ Govt. issued business license ☐ Partnership agreement ☐ Trust agreement

☐ OFAC and/or other Screening Completed (for business entities) (Includes SDN and PLC lists) (e.g., watchdog)
☐ NOW Eligibility Certification (for non-individual interest-bearing NOW accounts if applicable)

☑ Commercial Customer Questionnaire or ☐ MSB Questionnaire if applicable
☐ Commercial Customer Risk Assessment or ☐ MSB Risk Assessment

Trust Paperwork on file in Vault

BANK SECRECY ACT
☐ Complete an Internal Suspicious Activity Memo if customer declines to provide identification information or provides false information.

REGULATION CC
☐ Case by Case or Exception Hold Notice as/if applicable with branch review and copies and backup documents to central location

FOR ANY INTEREST BEARING ACCOUNT PRINTED FROM ARTADEPOSIT
☑ Verify the rate printed on the Disclosures is the current rate for that type and term (See bank's current rate sheet to verify)

IF IRA
☐ If account is IRA, original Application Page from Plan & IRA documents stored in branch.

DOCUMENTS FOR OPERATIONS
☑ Deposit Account Checklist (this document)
☑ Account Agreement (signed signature card)
☑ Terms of Conditions (initialed by customer)
☑ Acknowledgement of Document Receipt (signed by Customer)
☐ Chex Systems Printout Dep. Rec'd
☐ Patriot Act Connection printout if performed
☐ Other forms needed such as W-8BEN, NOW Eligibility Cert.
☐ IRA, you need a separate W-9 (in addition to sign. Card)
☐ If account is CD, Copy of CD (any copy)

DOCUMENTS FOR CUSTOMER
☑ If Consumer: Important Account Information (Truth in Savings)
☑ If Consumer: Your Ability to Withdraw Funds (Reg CC)
☑ If Consumer: Substitute Checks & your Rights (Check 21)
☐ If Consumer: Electronic Funds Transfers (Reg E)
☑ Limits & Fees
☑ 2nd copy of Account Agreement (signature card)
☑ 2nd copy of Terms & conditions
☐ If IRA, Full Plan Agreement but with copy of Application Page
☐ If account is CD, Original CD (fold & put in envelope)
☑ Additional Print Package (from step 1-remove bank use items)

FOR BANK USE

Clese-CFB 1358

CUSTOMER ACKNOWLEDGEMENT OF DOCUMENT RECEIPT

Acknowledgement of receipt of the following disclosures:

- ☒ Important Account Information (Truth in Savings)
- ☐ Your Ability to Withdraw Funds (Reg CC-if checking account)
- ☐ Substitute Checks & your Rights (Check 21-if checking or investment account)
- ☐ Electronic Funds Transfers (Reg E-if checking, savings, or investment account)

- ☒ Account terms & conditions
- ☒ Personal Banking Services Brochure
- ☒ Additional Terms and Conditions of your Personal Account
- ☒ Community First Bank Privacy Notice
- ☒ Overdraft Privilege
- ☒ Limits & Fees

Debi Baker Brookshire Trust ⇨ [redacted]1950 — 6-22-07

Account Number — Account Name — Date

Debi Baker Brookshire — Tom Reed

Customer Signature — Bank Employee Signature

Customer Signature

FOR BANK USE

Glese-CFB 1359

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Debi Baker Brookshire Trust, Debi Baker Brookshire Trustee [redacted]1950

IDENTIFIED COMMERCIAL CUSTOMER DUE DILIGENCE QUESTIONNAIRE

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record certain information. Your assistance in answering these brief questions is appreciated.

1. Full Legal Name: Debi Baker Brookshire Trust, Debi Baker Brookshire Trustee

2. Taxpayer I.D #: [redacted]

3. Trade Name or DBA: Same

Describe your products and services below:

Trust Acct

4. Business Type (Circle one): Corporation, Sole Proprietorship, LLC, LLP, Other (explain): TRUST

Account Info:
Account # [redacted]1950 Account Type Bus. Ref. Inv. Acct
Account # _____ Account Type _____
Account # _____ Account Type _____
Account # _____ Account Type _____

5. Principals or Owners of the Entity: Debi Baker Brookshire

6. Citizenship of principals and/or account signers: US

7. How long have you owned or manage this business? 14 years 2 months ___ Check if Not Applicable

8. What percentage of your gross revenue is derived from money services (for example, check cashing, selling or redeeming travelers checks, money transmission) from page 3? 0

9. List each of your owned business locations below:

1707 Derine St
Columbia SC 29205 | Friend of Ben Hiotis

10. Describe your USA market area and customer base. Check all that apply

☑ Local county residents N/A ☐ Local statewide residents

☐ Multi-state area residents ☐ USA citizens
☐ International customers, regardless of citizenship. If checked, please describe your primary target market and any other customer groups to whom you market your services:

11. List each agent or franchise that provides services under an agreement with your firm:

12. What types of state business licenses do you hold? Please attach copies of the licenses to this questionnaire.

☐ General business license
☐ Check Cashing business license
☐ Other business license Trust Paperwork
☐ Special purpose business license
☐ Money Transmitter business license

13. What types of banking services do you expect to use at our financial institution on a monthly basis?

☐ Currency deposits or withdrawals	Number new acct	Average Amount
☐ Check deposits	Number	Average Amount
☐ US currency exchanges	Number	Average Amount
☐ International currency exchanges	Number	Average Amount
☐ Domestic wire services	Number	Average Amount
☐ International wire services	Number	Average Amount
☐ Receipt of ACH transactions	Number	Average Amount
☐ Origination of ACH transactions	Number	Average Amount
☐ Internet banking services	Number	Average Amount
☐ Privately-owned ATMs	Number	Average Amount
☐ Nondeposit investment transactions	Number	Average Amount
☐ Purchase of official checks, travelers checks or other negotiable items	Number	Average Amount
☐ Safe deposit box	Box Size Preferred	
☐ Safe deposit box access	Weekly ____ Monthly ____ Quarterly or Less ____	
☐ Please describe other services not listed here:		

14. Which branches do you intend to use in the conduct of your business?

General North thru Ben Hill

15. Length of Banking Relationship (if existing customer): New

BSA Appendix B-2

Giese-CFB 1361

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16. Determine whether your Business is a Money Service Business (MSB). Please check all of the services you provide below. Please identify each of the services you provide below and estimate the percentage of MSB services revenue you earn from each of the categories of MSB money services. Attach copies of any brochures, fee schedules or other marketing materials describing your products and services.

TRUST

			Revenue %
a. Domestic currency deals or exchange transactions? *(For example, exchanging smaller bills for $100s or $50s or exchanging $100s for $20s or other smaller bills.)*	Daily limit of $1,000 per customer? ☐ Yes ☐ No, limit of _____ ☒ Don't provide	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
b. International currency exchange transactions? *(For example, exchanging US currency for foreign currency, or exchanging foreign currency for US currency.)*	Daily limit of $1,000 per customer? ☐ Yes ☐ No, limit of _____ ☒ Don't provide	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
c. Cash checks for individual consumer customers? ☐ US Federal, State or local government checks ☐ Proprietor in-state payroll checks ☐ Any consumer or business third party checks ☐ Other, please specify: _____	Daily limit of $1,000 per customer? ☐ Yes ☐ No, limit of _____ ☒ Don't provide	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
d. Issue travelers checks, money orders or other negotiable instruments?	Daily limit of $1,000 per customer? ☐ Yes ☐ No, limit of _____ ☒ Don't provide	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
e. Sell or redeem travelers checks, money orders or other negotiable instruments?	Daily limit of $1,000 per customer? ☐ Yes ☐ No, limit of _____ ☒ Don't provide	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
f. Issue, sell or redeem stored value? ☐ Prepaid telephone cards ☐ Gift cards, specify brands: _____ ☐ Fuel cards, specify brands: _____ ☐ Other, please specify: _____ ☐ Closed system cards, please specify: _____	Daily limit of $1,000 per customer? ☐ Yes ☐ No, limit of _____ ☒ Don't provide	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____ *Closed system cards are stored value cards that can only be used within a confined group of merchants, such as a mall-wide card valid only at the stores located within that particular mall system.*	0
g. Domestic money transmitter? ☐ Money transmitter services occur when a person engages as a business in the transfer of funds through a financial institution. Generally, the acceptance and transmission of funds as an integral part of a transaction (for example, in connection with a sale of goods or services), will not cause you to be a money transmitter.	[redacted]	Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
h. International money transmitter? ☐ Money transmitter services occur when a person engages as a business in the transfer of funds through a financial institution. Generally, the acceptance and transmission of funds as an integral part of a transaction (for example, in connection with a sale of goods or services), will not cause you to be a money transmitter.		Acting as an agent of another? ☐ No, acting on own behalf ☐ Yes, acting as an agent of _____	0
		Total MSB Revenue	0 10

BSA Appendix B-3

Giese-CFB 1362

Business Representative Completing the Questionnaire:

Print Name: Debi Baker Brookshire Title: Trustee

Business Representative Signature: Debi Baker Brookshire Date: 6/29/07

Bank Representative Receiving the Questionnaire:

Print Name: Lisa Reed Title: CSR

BSA Appendix B-4

Giese-CFB 1363

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Account Agreement

Date: June 22, 2007

Community First Bank, member FDIC
449 Hwy 123 By-Pass
Seneca, SC 29678
(864)886-0205

Rep: LR

Internal Use

DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
1707 DEVINE ST
COLUMBIA, SC 29205

IMPORTANT ACCOUNT OPENING INFORMATION: Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner information on page 2. There is additional Owner/Signer information space on page 2.

Name	DEBI BAKER BROOKSHIRE TRUSTEE
Relationship to Account (Owner and/or Signer, etc.)	
Address	[redacted]
Mailing Address (if different)	
Home Phone	(803)790-7440
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	[redacted]
SSN/TIN	[redacted]
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	DL#: 001839031 St: SC Issued: 09/06/2006 Exp: 08/04/2011
Other ID (Description, Details)	Issued: Exp:
Employer's Name & Address	
Previous Financial Inst.	

Name	
Relationship to Account (Owner and/or Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SSN/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

The specified ownership will remain the same for all accounts.

- ☐ Individual
- ☐ Joint with Survivorship (not as tenants in common)
- ☐ Joint with No Survivorship (as tenants in common)
- ☐ Trust-Separate Agreement Dated: _____
- ☒ Trust Accounts
- ☐ Corporation - For Profit
- ☐ Corporation - Nonprofit
- ☐ Partnership
- ☐ Sole Proprietorship
- ☐ Limited Liability Company

(Check appropriate ownership above.)

- ☐ Revocable Trust.
- ☐ Pay-On-Death (POD)
- ☐ _____

(Check appropriate beneficiary designation above.)

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms and Conditions
- ☐ Electronic Fund Transfers
- ☐ Substitute Checks
- ☒ Common Features
- ☐ Privacy
- ☐ Truth in Savings
- ☐ Funds Availability
- ☐ _____

[x Debi Baker Brookshire]
DEBI BAKER BROOKSHIRE TRUSTEE

[x _____]

[x _____]

[x _____]

☐ Authorized Signer (If checked and account is individual and consumer purpose, the last of the above signers is an Authorized Signer.)

© 2003 Bankers Systems, Inc., St. Cloud, MN Form MEMF-LAZ-SC 4/19/2006

Giese-CFB 1634

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Name	
Relationship to Account (Owner, Joint Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SS#/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Name	
Relationship to Account (Owner, Joint Signer, etc.)	
Address	
Mailing Address (if different)	
Home Phone	
Work Phone	
Mobile Phone	
E-Mail	
Birth Date	
SS#/TIN	
Gov't Issued Photo ID, Type, Number, State, Issue Date, Exp. Date	
Other ID (Description, Details)	
Employer's Name & Address	
Previous Financial Inst.	

Name	DEBI BAKER BROOKSHIRE TRUST
EIN	[redacted]
Phone	(803)790-7440
Mobile Phone	
E-Mail	
Type of Entity	
State/Country & Date of Organization	
Nature of Business	
Address	[redacted]
Mailing Address (if different)	
Authorization/ Resolution Date	
Previous Financial Inst.	

Business Premium Investment Checking	300701950	$ 1,171,833.58 ☐ Cash ☐ Check ☒ WIRE
		$ ☐ Cash ☐ Check ☐
		$ ☐ Cash ☐ Check ☐

☐ ATM ☐ Debit/Check Cards (No. Requested:)

☐ ☐

☐ ☐

(If not a "U.S. Person," certify foreign status separately.)

TIN: [redacted]

☒ Taxpayer I.D. Number (TIN) - The number shown above is my correct taxpayer identification number.

☒ Backup Withholding - I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ Exempt Recipients - I am an exempt recipient under the Internal Revenue Service Regulations.

I certify under penalties of perjury the statements checked in this section and that I am a U.S. person (including a U.S. resident alien).

X Debi Baker Brookshire 6/29/07

SEE ADDENDUM.

DBB

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TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of South Carolina (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

(1) summarize some laws that apply to common transactions;
(2) establish rules to cover transactions or events which the law does not regulate;
(3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
(4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuses of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account** - is an account in the name of one person. **Joint Account - With Survivorship (And Not As Tenants in Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account - No Survivorship (As Tenants in Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

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STOP PAYMENTS - A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on this statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

RESTRICTIVE LEGENDS -- We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than $1,000.00."

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

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(Page 2 of 2)

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Community First Bank, member FDIC
Seneca, SC 29678
ADDENDUM: This account agreement addendum is incorporated into and made a part of the accompanying account agreement for all purposes.
DEBI BAKER BROOKSHIRE TRUST
DEBI BAKER BROOKSHIRE TRUSTEE
[redacted]

Account Agreement Dated: 06/22/07

Additional Terms and Conditions of Your Account:
PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. The order in which items are paid is important if there is not enough money in your account to pay all the items that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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Commercial Customer Due Diligence Risk Assessment

Customer Debi Baker Brookshire Trust, Debi Baker Brookshire Trustee

1. Time owned or managed the business	1 year	> 1 yr & < 3 yrs	3 years		
2. Agent of another entity?	No, not for any of their services	Yes, for part of their services	Yes, for all of their services	3	
3. USA market area	Multi-state area	Statewide market	Local only	N/A	Trust Acct.
4. Customer demographics	International customers in or from high risk areas	International customers not in or from high risk areas	Primarily U.S. citizens	NA	Trust Acct
5. Number of owned business locations	> 5	2 to 5	1		
6. Number of bank branches to be used	> 3	2 or 3	1		
7. Business proximity to our bank offices	Out of market	Out of market with seasonal proximity	In our market	3	
8. Number of agent or franchise locations operating under agreement with the commercial customer	>3	1 to 3	0		
9. Number of domestic owned offices or agent offices located in US High Intensity Drug Trafficking area such as Atlanta, Appalachia, and Northern Florida, or High Intensity Money Laundering and related crime areas *	>3	1 to 3	0	1	
10. Any of the business offices located internationally? (Extreme risk if on County of Concern list)	Yes		No		
11. Valid State license(s) that has not expired	Not licensed and not in process	Has the 2 or more licenses required	Has only the 1 license required	1	Trust Paper Work
12. PEP Account (Politically exposed person such as foreign diplomat), alien owned MSB, Foreign Correspondent accounts (extreme risk accounts requiring approval of BSA officer)	Any Account			0	
13. List the risk factor of each service used by the Commercial customer in the space provided below. Total the service factors and note the sum in the far right column titled "Risk Rating"	☐ Currency deposits or withdrawals = 1 ☑ Check deposits = 1 ☐ US currency exchanges = 2 ☐ International currency exchanges = 3 ☐ US wire transfers = 2 ☐ International wire transfers = 3 ☐ Receipt of ACH transactions = 1 ☐ Origination of ACH transactions = 2 ☑ Internet banking services = 3 ☐ Privately-owned ATMS = 3 ☐ Nondeposit investment transactions = 2 ☐ Frequent purchase of official checks, travelers checks, or other negotiable instruments = 2 ☐ Safe deposit services with weekly access = 3 ☐ Safe deposit services with monthly access = 2 ☐ Safe deposit services with quarterly or less access = 1 ☐ Other, please describe and rate 1, 2, or 3 appropriately:			1	
			TOTAL RISK RATING	14	

Low Risk = 25 or less Moderate Risk = 26 to 43 High Risk = 44 or higher

*Chicago, San Francisco, New York, Northern New Jersey, Los Angeles, San Juan, South West Texas, and Arizona

BSA Appendix D-1

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Risk Categories

(4) Extreme Risk (Requires Management Approval) – This could include accounts for politically exposed persons (PEPs such as diplomats from foreign countries); money service businesses owned by aliens; foreign correspondent accounts; etc.) *High Risk Entity – If the customer is high or extreme risk, document your review of the customer's licensing requirements.*

(3) High Risk – Could include accounts such as those for non-resident aliens; accounts with high currency activity or high wire activity (particularly foreign wires); high-risk nature of business such as money service business (MSB), travel agency, pawnbroker or real estate agency; concentration and brokered deposit accounts. *High Risk Entity – If the customer is high or extreme risk, document your review of the customer's licensing requirements.*

(2) Moderate Risk – Could include limited private banking or trust services; established multi-faceted business that also provide limited MSB services; new customer relationships with limited higher risk services (such as wires) or higher risk nature of business (such as cash intensive restaurant, jewelry store, pawnbroker, etc.)

(1) Low Risk – Would include known customers; customers with history of stable account activity such as checking account, CDs, secured loans; few if any higher risk services.

Completed by: Lisa Reed Date: 7-25-07

Branch: Seneca North

WS0106

BSA Appendix D-2

Giese-CFB 1370

EXHIBIT

B

In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

James E. McCoy

August 22, 2016

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35
1980 - 2015

A. I do not.

Q. Just curious. I don't either. Let me ask you to focus in on a couple years of your service with the bank, specifically the years 2007 to 2013. Or let's say 2007 to your resignation, which I think --

A. 2014.

Q. 2014, okay. At that time were you chairman of the board of the holding company for those years? Do you remember?

A. I think I was. I don't know if it was that far back, to be honest with you. I don't want to tell you something I'm not sure of.

Q. I understand. MPS, could you tell me about MPS, how was that formed originally?

A. That stands for McCoy, Powell, and Shepherd, and we formed that to buy the golf course when the gentleman who owned it -- his son wasn't -- he didn't feel he was doing a good job with it and he wanted to sell it. And we took a chance and bought it.

Q. Do you know who the name of that guy was?

A. Yeah it was DuPont, the DuPont family.

Q. Oh, one of the DuPonts?

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A. Mm-hmm (affirmatively).
Q. I didn't know they were up this way.
A. Yeah. It was his son actually, Bruno was the one that was running it.
Q. Okay. They were big down in Camden, where I'm from, down that area. I didn't know they came up here.
A. No, they were from overseas. They were from Brussels.
Q. The original DuPonts?
A. No, he went back to Brussels. He came over here from Brussels.
Q. Okay. All right. So you guys formed a -- I think they were two Subchapter S corporations?
A. Mm-hmm (affirmatively).
Q. That were combined -- that were basically one company which was MPS?
A. MPS.
Q. You had basically the golf course, Falcon's Lair, and you had the property surrounding the golf course which was a development company?
A. As I recall, that's correct.
Q. Do you remember what year that was, or around?

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A. I don't, just to be honest with you. I don't. We can look it up if that's important.

Q. What I'm trying to get to is, Mr. Shepherd and Mr. Powell, you said you didn't know Mr. Shepherd prior to the bank being opened?

A. That's correct.

Q. So in between the bank being opened and sometime before, say 2005, you had gotten to know him pretty well?

A. Just through the bank. We never socialized or anything like that, no, sir.

Q. Right, but well enough to go into business with him?

A. Yes.

Q. Okay. So it's you, Mr. Powell, and Mr. Shepherd go into business together and buy the golf course, Falcon's Lair?

A. Correct.

Q. And then also buy the property around the gold course?

A. That was all one package.

Q. Okay. So all this was from the DuPonts, from Bruno DuPont?

A. Right.

Q. All right. So you buy that. Tell me

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EXHIBIT

C

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COMMUNITY FIRST BANK

2013/2014 Internal Audit Report

Report to the Audit Committee on Embezzlement and Other Irregular Activities from 2004 to 2014

DRAFT

Palmetto Consulting Services, Inc.

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Palmetto Consulting Services, Inc.
Community Financial Institution Advisors and Consultants
POST OFFICE BOX 21603
COLUMBIA, SC 29221-1603
TELEPHONE (803) 755-0963
FACSIMILE (803) 755-0910

Audit Committee of the Board of Directors
Community First Bank
Seneca, South Carolina

You requested that we report to you regarding the results of our investigation and documentation of embezzlements and other irregularities apparently committed by Benjamin L. Hiott (BLH), former Senior Vice President (SVP) – Finance of Community First Bank (CFB), Seneca, SC. These embezzlements and other irregularities involved misappropriation of funds from CFB through false and irregular general ledger account transactions and apparent irregular transactions occurring in the deposit account of the Debi Baker Brookshire Trust that was controlled by BLH under a general power of attorney. These embezzlements and other irregular transactions primarily were financially beneficial to Joseph C. Bikas, Jr. and Kristy Crosby (a/k/a the "Coach") and his/their business interests, MPS Golf, Inc. and MPS Development, Inc. During the period of the related embezzlements, MPS Golf, Inc. and MPS Development, Inc. were organized as S Corporations and were both owned one-third each by then CFB Chairman of the Board James E. McCoy, local realtor and CFB loan customer John M. Powell, and CFB CEO and Director Frederick D. Shepherd, Jr.

Our objective in this investigation was to discover and document embezzlement and other false and irregular transactions, report them to management and the Board of Directors, and ultimately produce schedules and supporting documents for claims against CFB's fidelity insurance bond prior to the deadline for filing such claims. As of the date of this report, we have not seen evidence of any personal financial benefit to BLH resulting from his activities described herein.

In 2014, we were asked to assist CFB with producing schedules and supporting documents for a claim against CFB's fidelity insurance bond prior to the deadline for filing the claim with regard to certain embezzlement activities executed by David L. Peters (DLP), former SVP – Credit Administration. Certain aspects of the DLP matter remain the subject of ongoing investigation. The embezzlement activities of DLP were beneficial primarily to certain Bikas family members and their business interests. We are not aware of any evidence of any personal financial benefit to DLP resulting from his activities described herein.

This report is intended solely for the use of the Audit Committee, Board of Directors and management of the Bank, and regulatory authorities as their rules and regulations may require.

Palmetto Consulting Services, Inc.

Columbia, South Carolina
August 17, 2014

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Initial Contact and Discovery of Irregularities

In response to correspondence received from attorneys representing Debi Baker Brookshire regarding her trust account at CFB (with BLH having power of attorney), President Fred Shepherd (FDS) had CFB SVP – Operations Jeff Griffith begin research and documentation of certain transactions in the account. Griffith became uncomfortable with some of his findings and requested that FDS consider bringing in PCS to assist the bank in assessing the situation.

Refer to the attached memorandum dated September 6, 2013 for details.

When we entered CFB the following week, we advised CEO Shepherd to change appropriate locks and provide proper security over the Bank's records in the headquarters finance area, other record storage areas in other buildings, and our work area. He refused take any such action. At a subsequent CFB Board meeting, we mentioned this problem, and the CEO told the Board that he would be responsible for providing more security. We believe some locks then got changed.

We did not interview SVP BLH. CEO Shepherd reported to us that he had furnished our above-mentioned memorandum dated September 6, 2013 to BLH, placed him on administrative leave with full pay and benefits, and advised him to obtain an attorney to represent him.

Debi Baker Brookshire Trust DDA Account – Loss Claim $780,856

The investigation of the Debi Baker Brookshire Trust DDA account at CFB (acct. 300701950) began by obtaining monthly bank statements for the entirety of the account's existence (June 2007 to February 2011) and researching and obtaining any available documents supporting the offsets to all deposits, other credits, checks and other debits. This enabled us to discover many of the irregular deposits to the Brookshire account made by BLH that were included in the insurance claim. In addition, we found there appear to be approximately $1 million of irregular disbursements from the Brookshire account to CFB deposit and loan accounts of, or related to, Joseph C. Crosby, Jr., AKA/A "the Coach". Also, debit and credit transactions occurred in the Brookshire account whose offsets involved BLH's personal deposit account at CFB and CFB-based personal and/or business accounts of certain of BLH's relatives.

We refer you to the attached bond insurance claim summary form listing embezzlements of CFB funds deposited by BLH into the Brookshire account. In support of this summary, we prepared detailed bond insurance claim documentation that is in the possession of CFB and PCS. PCS also has copies of the Brookshire monthly bank statements and detailed documentation of the transactions in those bank statements.

At the request of CEO Shepherd, we prepared a summary of the Brookshire account activity from its inception in June 2007 until its final closing in February 2011 which was to be used for purposes of CFB legal counsel and to provide information to the Board. The summary page of this endeavor is attached to this report.

Also, see the attached "Schedule of Other Accounts at Community First Bank Encountered/Identified by PCS, Inc. in Connection with Travelers FIB Claim".

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Prior to the transactions involved in closing the Brookshire account in February 2011, the last significant transaction in the Brookshire account consisted of a disbursement of $202,929, made by CFB wire, to Brookshire on August 11, 2010. This wire primarily was funded by a $188,575 embezzlement transaction conducted by BLH from CFB on July 29, 2010 deposited into the Brookshire account.

According to CEO Shepherd, he became aware of Brookshire's dissatisfaction with, and attorney contact regarding, BLH's handling of the Brookshire account at CFB in the latter months of 2010 or early 2011. The CEO informed PCS that he retained the assistance of attorney Jim Williams and directed BLH to work with Williams to resolve Brookshire's concerns.

BLH initially closed the Brookshire account on October [illegible], 2010. There had been only limited activity after the aforementioned $202,929 wire in August 2010.

Apparently to facilitate a settlement with Brookshire, BLH re-opened the Brookshire account on February 22, 2011, funding the account with $285,233 he embezzled from CFB funds. On February 22, 2011, BLH created CFB Official Check No. 70011319 in the amount of $285,333 payable to Brookshire (funded from the Brookshire account containing the embezzled CFB funds) with the remitter line stating "[illegible] Acct Atty [illegible]en McDaniels Req".

BLH closed the Brookshire account for the final time on February 24, 2011. CEO Shepherd reported to PCS that no written settlement agreement with Brookshire was obtained by BLH or CFB in connection with this payment. PCS has not acknowledge whether the CFB Board was timely informed of (1) the existence of the account or the initial attorney contact with CFB regarding the Brookshire account or (2) FDS' instructions to BLH in response to the contact.

MPS Incorporated Loss Circa $1,663,908

From becoming aware of, reviewing, and attempting to "backtrack" a certain "juggling" entry made by BLH as a part of his concealment scheme, we became aware that other such "juggling" entries had been made to general ledger securities accounts prior to the initial opening of the Brookshire DDA account in June of 2007.

Because our process which related to the Brookshire account resulted in the identification of embezzlement and other irregular BLH entries involving CFB's investment securities principal and accrued interest receivable general ledger accounts, we obtained and researched the related detailed general ledger (GL) account transaction statements covering the period from January 1, 2004 through December 31, 2008. We reviewed these accounts for unusual entries including entries with no descriptions, unusual or inappropriate descriptions, and those made with paper entry tickets. When the offsets to these entries were researched, we found numerous irregular transactions conducted by BLH during the 2004 to 2008 time period involving accounts of MPS Incorporated. During that time period, MPS Incorporated was comprised of two S Corporations (MPS Golf, Inc. and MPS Development, Inc.) that were owned in equal thirds by James E. McCoy, Sr. (then Chairman of the Board of Directors of both CFB and its parent company), John

M. Powell (owner of Powell Real Estate in Walhalla, SC), and Frederick D. Shepherd, Jr. (CEO and director of CFB and its parent company).

The nature of the credits to accounts of MPS that were funded by irregular debit entries to CFB's securities GL accounts were predominantly facilitated by "purchases" of CFB official checks by BLH. These official checks were made payable directly to MPS Incorporated or to its various vendors and creditors.

Official checks payable directly to MPS generally were deposited by BLH into the DDA accounts of MPS at Blue Ridge Bank (BRB) and usually cleared or reduced overdrafts.

Official checks made payable to vendors involved parties that appeared to be legitimate because there generally were other payments made at other times to those vendors directly from the MPS accounts maintained at BRB.

Official checks to creditors included numerous checks payable to Peoples National Bank for loan payments on an account or accounts owed personally by McCoy, Powell and Shepherd, and checks payable to Oconee Federal Savings and Loan Association that were applied to a loan personally guaranteed by McCoy, Powell and Shepherd. According to C[illegible] Shepherd, the Peoples note was collateralized solely by Community First Bancorporation common stock owned by Shepherd. The Oconee Federal note was secured by a first real estate mortgage on the Falcon's Lair golf course and adjacent real estate development. The related loan records we obtained from Peoples and Oconee Federal indicate to us that these loans were frequently past due as evidenced by past-time charges added to the balances of the loans, and, in the case of the Peoples loan, past due notices mailed from Peoples addressed to the three individuals using CFB's main post office box address. PCS was informed that it was customary for BLH to pick up the mail for this post office box personally.

McCoy, Powell and Shepherd each represented to us that they were not aware of these deposits or payments by BLH. However, documents in our possession indicate that BLH was acting in the role of a financial manager for MPS and that CEO Shepherd and CFB Chairman McCoy had knowledge of that condition. Some of this evidence consists of signature cards and corporate resolutions on file at BRB. In addition, Mr. McCoy indicated at the conclusion of a CFB Board meeting in 2013 that, after he acquired all the ownership of MPS Golf, Inc., he had to let an employee at the golf course go because "she couldn't get the bills paid on time like Ben did."

Mr. McCoy became the sole shareholder of MPS Golf, Inc. by purchasing the shares of Shepherd and Powell as of the end of 2008. It appears that BLH ceased his involvement in the golf course at that point and was removed as authorized on its bank account at BRB shortly thereafter. In February 2009, Powell and Shepherd purchased McCoy's shares in MPS Development, Inc. and each became a 50% each owner of that entity at that time.

Mr. McCoy arranged for us to obtain directly from BRB whatever MPS bank statements, research and other account documents we needed. Those records were very useful to us in tracing the use of the funds obtained from CFB. With the cooperation of the three original MPS

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owners, we were also able to obtain most of the related loan ledgers from Oconee Federal and all the loan ledger and payment records from Peoples National.

We refer you to the attached MPS insurance claim summary schedule and both PCS and CFB possess detailed supporting documentation. On this schedule, we noted the dates and times of the execution of the official check transactions. Most of the checks benefitting the MPS companies were processed by BLH during CFB working days and hours, and all of them involved the use of CFB equipment and supplies. We also have in our possession and have reviewed MPS' operating account and payroll account bank statements from BRB covering the period from January 1, 2002 to October 31, 2013. We found no compensation paid to BLH from the MPS companies' accounts at BRB during the time period of these bank statements. We also reviewed BLH DDA accounts at CFB and saw no evidence of any compensation from MPS being deposited to these accounts.

<u>Joseph C. Crosby, Jr. "the Coach" – Loan Charge-off - $994,666</u>

We were initially alerted to apparently irregular transactions involving the Coach as a result of our work on the Brookshire account (see the discussion under the caption "Debi Baker Brookshire Trust DDA Account – Loss Claim $7[illegible]96" above). We also found some embezzlement transactions by BLH that involved the Coach's CFB DDA accounts as a result of reviewing CFB's aforementioned general ledger securities accounts transaction details, and by reviewing and researching suspicious transactions in the Coach's various CFB DDA accounts. These transactions were executed by BLH using online journal entries (Block 0078) to credit funds into the Coach's CFB DDA accounts while charging the debits into various CFB general ledger accounts as the offsets.

We refer you to the "Coach" insurance claim summary schedule attached to this report. PCS and CFB both have the detailed documentation to clarify this summary schedule.

<u>BLH Transfer of Securities Shortage to Prepaid FDIC Insurance Premium - $545,023</u>

Having found no further irregular securities account entries related to claimable funds leaving CFB, we reviewed various other general ledger accounts for irregular activity. We found that in 2012, $545,023 had been falsely transferred from a CFB investment securities account by BLH to the Bank's Prepaid FDIC Insurance Assessment general ledger account. This amount was amortized gradually into the FDIC insurance expense general ledger account. Both PCS and CFB have detailed supporting documents for substantiation of this occurrence.

<u>Other Related Deposit, Loan and General Ledger Accounts Considered</u>

We found instances where some shortage amounts were temporarily "parked" by BLH in the fixed asset account for construction in progress, the other asset Bank-Owned Life Insurance account and the Miscellaneous Accounts Receivable account. Because of high transaction

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volumes and large dollar entry amounts typically involved, we reviewed the OREO asset, valuation allowance, and related expense accounts for irregularities related to the BLH activity but found none.

Attached is a listing of other various accounts at CFB that we encountered/identified or considered for review and testing. These accounts were selected based on known relationships with the principals involved, or represent other accounts encountered while working in other accounts involved in the discovery process.

While reviewing activity in the CFB's GL account Miscellaneous Accounts Receivable, we noted that BLH was directly purchasing with CFB funds Community First Bancorporation common stock and re-selling the stock to the Brookshire Trust account, BLH himself, CEO Shepherd and others. While not appearing to involve embezzlement, we believe that this activity was an activity prohibited by banking rules and regulations. We also believe the bank failed to satisfy Internal Revenue Code requirements related to the filing of information returns on Form 1099-B.

Securities Shortage Unaccounted for by Claimable Banking Funds (Approximately $1.6 million)

From performance of our outsourced internal audit procedures, we were aware that, as of October 31, 2012, approximately $5.1 million in securities appearing on the Morgan Keegan bond accounting system could not be found by us on the safekeeping list we independently obtained from the custodian as of that date. Further, BLH could/would not tell us where the securities were located and stated that he would have to research and get back with us. This never happened despite our repeated attempts at follow-up with BLH.

We followed up in January 2013 with CFB's external CPA audit firm J. W. Hunt and Company as to their findings as of December 31, 2012 and furnished them a copy of the draft of our internal audit report. They reported to us that they had no problems with their safekeeping confirmation procedure. We later learned in 2014 that BLH had manipulated the Morgan Keegan bond accounting records between October 31 and December 31, 2012 to deceive Hunt. Also, our 2012 internal audit report on securities detailing the shortage (and other internal audit reports) was suppressed by BLH from CFB's Audit Committee presentation process.

We informed the CFB Board of Directors in February 2014 that, despite our best efforts, we had been unable to find any further claimable funds leaving the bank. We discussed with them that we believed that a portion of the $1.6 million (total securities differences less the amounts of the Fidelity Insurance Bond claims) was highly likely to include accrued interest on the bogus securities that BLH had placed on the Morgan Keegan bond accounting system. However, we are not able to provide details as to which securities were specifically involved or an exact dollar amount.

We also mentioned the possibility that the additional unlocated amount could be related to falsifying the portrayal of the financial condition or earnings of the bank, including manipulating

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asset quality indicators such as the past due status of loans. This could result in a shortage in the securities accounts without funds leaving CFB or being reimbursable by the bonding company. We also discussed with the Board that we welcomed CFB engaging another firm for a "second opinion" with perhaps different technologies and ideas that could make the discovery of the composition of the remaining shortage possible and determine if a further insurance claim could be made.

As of November 30, 2013, PCS requested and directly received safekeeping confirmation listings from CFB's investment securities custodians Raymond James, Federal Reserve Bank, and Fifth Third Bank. We compared those listings with the securities inventory report from the Morgan Keegan bond accounting system as of that same date to determine which securities on the securities inventory report were bogus so that plans could be made to charge off these items by the end of 2013. CFB's Vice President (VP) Patti Jenson, as well as J. W. Hunt and Company reconfirmed securities with the custodians as of December 31, 2013 and prepared supporting schedules for the final general ledger entries as of that date to complete the charge off of the bogus securities. We reviewed and concurred with these general ledger entries.

David Peters Embezzlement Scheme Involving CFB Loan Accounts - $1.0 [illegible]71

In 2014, we were asked to assist CFB with producing schedules and supporting documents for a claim against CFB's fidelity insurance bond prior to the deadline for filing the claim with regard to certain embezzlement activities executed by David L. Peters (DLP), former SVP – Credit Administration between 2010 and 2014. The investigative aspects regarding this activity were primarily directed and conducted by Richard Burleson, CFB's current Chief Credit Officer. J. W. Hunt and Company, LLP, CFB's independent CPA financial statement auditors, also were involved in the investigation and sent loan audit confirmations directly to all CFB customers assigned to DLP's loan officer number.

Attached is a listing as of our report date of loans and amounts involving embezzlement and other irregularities resulting from the activities of former SVP DLP.

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ATTACHMENTS

COMMUNITY FIRST BANK

2013/2014 Internal Audit Report

Report of the Audit Committee on Embezzlement and Other Irregular Activities from 2004 to 2014

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MEMORANDUM

To: Frederick D. Shepherd, Jr., CEO and President, Community First Bank

From: Donald G. Jones, CPA (Contracted Internal Auditor, Community First Bank)

Date: September 6, 2013

Subject: Irregular transaction conducted by Senior Vice President Benjamin L. Hiott on February 23, 2011 in the amount of $285,233.

Background

On the morning of Tuesday, September 3, 2013, I received a call from you requesting my assistance with regard to investigating certain irregular transactions that had been discovered by you and Senior Vice President Jeffrey A. Griffith (Operations) that appeared to have been conducted by SVP Hiott during the period 2007-2011. These irregularities involved transactions affecting Bank general ledger accounts and a customer demand deposit account (previously a money market deposit account restricted to three withdrawals per month) no. 300701950 in the name of "Debi Baker Brookshire Trust, Debi Baker Brookshire Trustee". At your request, I immediately made arrangements to travel to the Upstate to meet with you and SVP Griffith at my hotel in Clemson, SC at 9:30 a.m. to review documents assembled by you and SVP Griffith concerning this matter. As a result of this meeting, you requested me to work with SVP Griffith in the Bank's Operations Center in Walhalla to explore this matter further and update you on my findings. This was done on September 4-5, 2013.

This account had been opened on June, 2007, was closed with a zero balance and final statement rendered as of October 29, 2010, was forced to be reopened on February 22, 2011 by SVP Hiott with a $.01 entry, and closed with a closing withdrawal of $.01 by SVP Hiott on February 24, 2011. A final statement was rendered as of February 28, 2011 (Exhibit 1). It should be noted that the account was coded "EXCLUDE – DoNotMailAddr" which appears over the address on Exhibit 1.

I was informed by SVP Griffith that the Bank had no trust agreement in file. However, there was a Power of Attorney naming SVP Hiott as Brookshire's Attorney-in Fact. The Bank does not have trust powers and this relationship is considered by CEO Shepherd to be a personal one between Hiott and Brookshire with no responsibility on the Bank's part other than the existence of the aforementioned deposit account. From information in my possession, the original General

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Power of Attorney was dated May 25, 2007 and was revoked on April 6, 2011 (revocation document filed with the Beaufort County, SC Register of Deeds on May 17, 2011). (Exhibit 2)

Irregular Transaction on February 23, 2011

Following is a chronology of this transaction with supporting documents attached:

February 22, 2011:

SVP Hiott, using what is referred to as a "Block" entry (an online, routinely-used method of directly making entries to general ledger and customer accounts via the Bank's mainframe accounting system without using manually prepared paper tickets entered through the proof process), made a credit entry for $.01 directly to DDA account number 300701950 described as "force to open account" on the "Block Listing" report under Ben Hiott's assigned block number 0078 (Exhibit 3). DDA account number 300701950 had previously been closed with a zero balance and a last statement rendered on 10/29/10 (Exhibit 1). The debit offset to the credit entry shown on this Block Listing was to general ledger expense account number 4190001 Nofault Adjustments < $25.

February 23, 2011:

SVP Hiott, using a Block entry (Exhibit 4), deposits $285,233.34 to DDA account number 300701950, with a debit offset of $285,250.00 to Bank general ledger account number 1171001 Accrued Interest Receivable – U.S. Agencies Securities (Exhibits 4, 5). This general ledger account is used to post debits for accrued interest earned on Bank-owned investment securities from investment accounting reports and credits for income actually collected on such securities. This account, as well as its reconciling, was at the time of this entry under the direct supervision and control of SVP Hiott. It should have no relationship with any transactions concerning the Debi Brookshire deposit account. The remaining $16.66 credit to balance the entry was posted to general ledger 4190001 Nofault Adjustments < $25 (Exhibit 4). It is described as "credit correction".

February 23, 2011:

SVP Hiott, using Bank official check software and blank check stock, creates Bank official check number 70011319 in the amount of $285,233.34 payable to the order of Debi Baker Brookshire with a remitter description of "close acct atty Kathleen McDaniels Req" (Exhibit 6). As shown on the DDA bank statement for account number 300701950 (Exhibit 1) a "miscellaneous debit" transaction to "purchase" the official check in the amount of $285,233.34 was prepared by SVP Hiott (paper entry ticket consistent with his handwriting and is initialed by him– Exhibit 7). It should be noted that this check was actually paid for by Bank funds and not customer funds since the source of the "deposit" of the same date actually came from a false general ledger entry to one of the Bank's unrelated accrued interest receivable accounts. The

offsetting paper "credit memo" to record the $285,233.34 to official checks outstanding (Exhibit 7) is signed by SVP Hiott. This entire transaction appears to involve false entries being made on the Bank's books in connection with the unauthorized conversion of $285,233.34 of Bank funds to SVP Hiott's personal use to satisfy his personal obligation with regard to the POA account of Debi Baker Brookshire.

February 24, 2011:

SVP Hiott made a debit entry for $.01 directly to DDA account number 300701950 described as "closing withdrawal" (Exhibit 1) on the "Block Listing" report under Ben Hiott's assigned block number 0078 (Exhibit 8). The credit offset to this entry was to general ledger expense account number 4190001 Nofault Adjustments < $25.

OTHER COMMENTS

The transaction detailed above requires further research to determine if the accrued interest receivable account still contains the $285,250 initially entered there by SVP Hiott or if that amount has been subsequently dispersed to other general ledger accounts. Further research will require access to the detailed security interest accrual and other reports as well as account statements from correspondent institutions to determine whether other entries are legitimate or not. Presently, this information is in the custody and control of SVP Hiott.

There are other variant transactions which occur prior to that described above which appear to involve Bank funds being deposited to Debi Brookshire's DDA account and subsequently disbursed outside the Bank. Some of these have been reviewed by me to an inconclusive point because the records needed to move forward remain under the custody and control of SVP Hiott. My current estimate is that the potential total of the irregularities exceeds $800,000.00.

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IRREGULAR GENERAL LEDGER ENTRIES POSTED AND DISBURSEMENTS MADE BY SENIOR VICE PRESIDENT BENJAMIN L. HIOTT
BENEFICIAL TO BENJAMIN L. HIOTT, POA FOR THE DEBI BROOKSHIRE TRUST, DEBI BAKER BROOKSHIRE, TRUSTEE, AND DEBI BAKER BROOKSHIRE
FOR THE YEARS 2008 THROUGH 2011

Tab#	Date	GL Debit (Credit) Amount	GL Account Debited (Credited)	GL Account Name	GL Entry Description	Deposit (Withdrawal) Amount	Deposit Entry Description
1	7/31/2008	$ 15,000.00	1024501	Due from Bank - FHLB	Int FF Sold	$ 15,000.00	Int FF Sold
2	10/8/2008	305,626.36	1029001	Due From Bank - Bankers	Securities Activity	305,626.36	Deposit
3	5/14/2009	10,000.00	1222001	Miscellaneous Accounts Receivable	Stock Transfer DB	10,000.00	Deposit
4	5/26/2009	5,000.00	1222001	Miscellaneous Accounts Receivable	Stock Receivable	5,000.00	Credit
5	6/3/2009	3,500.00	1222001	Miscellaneous Accounts Receivable	Debit	3,500.00	Deposit
6	5/25/2010	(76,289.22)	1051001	US Agencies Securities - HTM	HTM Principal Paydowns	67,920.89	
		(657,655.67)	1051201	US Agencies Securities - AFS	AFS Principal Paydowns		
		801,865.77	1024001	Due From Bank - Federal Reserve	Wire Transfer - Securities Activity		
7	7/29/2010	(11,425.00)	1171001	Accr Int - US Agencies	Int Correction on MBS Paydowns	188,575.00	
		200,000.00	1051201	US Agencies Securities - AFS	Correction on MBS Int and Prin Paydowns		
8	2/28/2011	285,250.00	1171001	Accr Int - US Agencies	Debit	285,233.34	Deposit
		(16.66)	4190001	NoFault Adjustments < $25	Credit Correction		
9	8/26/2008	$ (15,000.00)	1024501	Due from Bank - FHLB	Funds Transfer	$ (15,000.00)	Fund Transfer
10	11/1/2008	(85,000.00)	1171001	Accr Int - US Agencies	Error Correction 11/01	(85,000.00)	Funds Transfer
		$ 780,855.58				$ 780,855.58	

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Debi Baker Brookshire Account 300701950
Summary Classifactions of Deposits and Withdrawals
For the period June 22, 2007 through February 24, 2011

	Regular	Irregular	Unknown	CFB Funds	Total
Deposits and Other Credits	$ 2,811,259.21	$ 465,029.55	$ -	$ 780,855.58	$ 4,057,144.34
Withdrawals and Other Debits (1)	2,231,350.37	1,745,141.50	80,652.47	-	4,057,144.34
Difference	[redacted]	$ (1,280,111.95)	$ (80,652.47)	$ 780,855.58	$ -

Conclusion - $579,908.84 is owed in settlement to Debi Baker Brookshire If the determination of this amount was computed by comparing the total of deposits and other credits either known or appearing to be funds from regular sources belonging to, or appearing to belong to, her with withdrawals and other debits either known or appearing to be paid either directly to her or directly to creditors or others on her behalf.

(1) CFOK stock purchases disbursements and sales proceeds were treated as Regular transactions. We do not have the records necessary to determine whether any remaining stock was carried in Brookshire's name and turned over to her at the time the deposit account was closed. We have no direct knowledge that any stock certificates were ever issued to her.

(2) The theoretical amount of $579,908.84 also does not include the additional interest income that would have been earned in the money market account had the irregular transactions not ocurred.

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Community First Bank
Schedule of Other Accounts at Community First Bank Encountered/Identified by PCS, Inc. in Connection with Travelers FBI Claim
Through April 30, 2014

NOTE: Scanned generally means read, checked for unusual items and completeness, but full research of some items may not be complete.

Account Name	Account Number	Dates From	Dates To	Comments
Deposit Accounts At Community First Bank				
Ben Hiott/Vickie Hiott	[redacted]	09/03/99	06/03/03	Scanned
		06/04/03	03/09/09	Reviewed/Tested (missing April 2003 - operations)
		04/03/09	12/03/10	Reviewed/Tested
		12/04/10	01/03/14	Scanned
D. Marc Hiott		08/18/06	09/18/07	Scanned - missing 09/19/07 thru 11/18/09 - operations
		11/19/09	01/18/11	Scanned - missing 01/19/11 thru 06/21/13 - operations
		06/22/13	02/18/14	Scanned
G. Wes Hiott, Jr.		08/13/04	11/25/05 Closed	Scanned
Upstate Real Estate Group, LLC (G. Wes Hiott, Jr.)		Various	Various	Transactions with Brookshire Acct.
G. Wes Hiott		11/16/04	12/24/07	Scanned
		08/25/12	01/24/14	Scanned
Karlee Hiott, Minor by Ben Hiott/Vickie		12/12/00	12/31/05	Scanned - statements rendered quarterly
		04/01/06	12/31/13	Scanned - Missing Q1 2006 - operations.
Karlee Hiott		06/20/11	02/20/14	Scanned
Vickie Hiott		12/31/99	01/27/14	Scanned
Sue C. Hiott/David W. Hiott		06/22/13	01/31/14	Scanned - no activity

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Community First Bank
Schedule of Other Accounts at Community First Bank Encountered/Identified by PCS, Inc. in Connection with Travelers FIB Claim
Through April 20, 2014

NOTE: Scanned generally means read, checked for unusual items and completeness, but full research of some items may not be complete.

Account Name	Account Number	Dates From	Dates To	Comments
Sue C. Hiott	[redacted]			Requested; never rec'd from CFB Operations
Hilltop, Inc. d/b/a Palmetto Steel Rule Die (believed to be a business purchased and owned by BLH and brother either G. Wes Hiott or D. Marc Hiott)		02/10/04	12/31/04	Scanned
		12/01/05	01/30/09	Scanned - Brookshire transactions
		09/01/11	03/31/11	Scanned - Brookshire transactions
		06/22/13	01/31/14	Scanned
Frederick D. Shepherd, Jr.		01/03/04	01/02/09	Reviewed/Tested
Frederick D. Shepherd, Jr./Karen E. Shepherd (wife)		06/03/03	10/30/07	Scanned
		06/22/13	02/03/14	Scanned
Frederick D. Shepherd, Jr. (Savings)		11/02/06	12/19/06	Scanned
Frederick D. Shepherd, Jr.		03/21/01	01/31/14	Scanned-appears to be used for pol. Contribs
MPS Development, Inc.		09/11/09	09/30/13	Scanned
Falcons Lair Credit Card Sales		01/30/04	06/30/09	Reviewed/Tested
Debi Baker Brookshire Trust		Jul 2007	Feb 2011	Reviewed/Tested
Joe/Kristina Crosby Rental Account		03/30/01	02/08/09	Reviewed/Tested
		02/09/09	05/17/13	Account closed - Scanned
T-60 Grill		06/01/03	01/30/09	Account closed - Reviewed/Tested
Crosby Education Foundation		06/04/08	12/31/08	Open/Closing dates - Reviewed/Tested
CLCB, LLC		10/05/05	01/30/09	Account closed - Reviewed/Tested
James E. McCoy/Jerry L. Smith		10/17/03	12/12/08	Scanned

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Community First Bank
Schedule of Other Accounts at Community First Bank Encountered/Identified by PCS, Inc. in Connection with Travelers FCB Claim
Through April 30, 2014

NOTE: Scanned generally means read, checked for unusual items and completeness, but full research of some items may not be complete.

Account Name	Account Number	Dates From	Dates To	Comments
Jim McCoy D/B/A McCoy Products	[redacted]	01/01/04	01/30/09	Scanned
Charlotte B. McCoy (wife)		12/31/07	12/31/09	Scanned - statements rendered quarterly.
James E. McCoy/James McCoy, Jr. (son)		12/21/03	12/20/08	Scanned - statements rendered quarterly
Lana McCoy (daughter)/Jim McCoy		01/01/04	12/31/08	Statements rendered quarterly. Scanned
Jim McCoy - Mr. & Mrs.		01/15/04	01/15/09	Scanned
Charlotte B.(wife)/James E. McCoy		01/30/04	12/31/08	Scanned
Loan Accounts at Community First Bank Reviewed				
Frederick D. Shepherd, Jr. (lake lot mortgage loan)				Reviewed/tested loan history report
Benjamin L. Hiott (Mtg. loan - 9 Topsail - Res.) (Auto loan - Jeep) (second mtg. - 9 Topsail)				Reviewed/tested loan history report Reviewed/tested loan history report Reviewed/tested loan history report
Weston Hiott				Reviewed/tested loan history report Reviewed/tested loan history report
G. Wes Hiott				Reviewed/tested loan history report
James E. McCoy (2008 Golf Course mtg.)				Reviewed/tested loan history report
John M. Powell (Unsecured - Charged off 2012).				Reviewed/tested loan history report
Joseph C. Crosby, Jr. (Coach)				Unusual items-payment charged to CFB securities

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Community First Bank
Schedule of Other Accounts at Community First Bank Encountered/Identified by PCS, Inc. in Connection with Travelers FB Claim
Through April 30, 2014

NOTE: Scanned generally means read, checked for unusual items and completeness, but full research of some items may not be complete.

Account Name	Account Number	Dates From	Dates To	Comments
	[redacted]			and Brookshire account funds also involved.
(Line of credit)				
Other General Ledger Accounts				
Miscellaneous Accounts Receivable				Reviewed/tested account activity Also appears to be used for prohibited banking activity-dealing in CFB stock
OREO Accounts				
Other Real Estate Owned				Reviewed/tested account activity
Valuation Allowance - OREO				Reviewed/tested account activity
Gain on Sales of OREO				Reviewed/tested account activity
OREO - Property Taxes				Reviewed/tested account activity
OREO - Insurance				Reviewed/tested account activity
OREO - Writedown				Reviewed/tested account activity
OREO - Loss on Sales				Reviewed/tested account activity
OREO - Rental Income				Reviewed/tested account activity
OREO - Miscellaneous Expenses				Reviewed/tested account activity
Repossessions				Reviewed/tested account activity
Long-term borrowings - FHLB				Reviewed/tested account activity
Other miscellaneous assets (Now Bank Owned Life Insurance)				Reviewed/tested account activity
Prepaid FDIC assessment				Reviewed/tested account activity (Attempted expensing of some securities shortage)
Construction in process xx (last two digits of account number) is Branch Number				Reviewed/tested account activity - some juggling

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Community First Bank
Schedule of Other Accounts at Community First Bank Encountered/Identified by PCS, Inc. in Connection with Travelers FIB Claim
Through April 30, 2014

NOTE: Scanned generally means read, checked for unusual items and completeness, but full research of some items may not be complete.

Account Name	Account Number	Dates From	Dates To	Comments
Miscellaneous Accrued Expenses	[redacted]			Scanned period from 1/1/05 through 12/31/05
Due from Bank - Federal Reserve				Reviewed - false entries
Due from Bank - FHLB				Reviewed - false entries
Due from Bank - Bankers Bank				Reviewed - false entries
U.S. Agencies Securities - AFS				Reviewed - false entries
State County Muni Securities - AFS				Reviewed - false entries
Accrued Interest - U.S. Agencies				Reviewed - false entries
Accrued Interest - SCM's				Reviewed - false entries
Nofault Adjustments < $25				Reviewed - false entries

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Community First Bank

Irregular General Ledger Entries Posted and Disbursements Made by Senior Vice President Benjamin L. Hirst Consultant on MPS Incorporated, Owned by James E. Whitley, John M. Powell and Frederick D. Shepherd, Jr. (50% of Embezzlements Received)

For the Years 2004 Through 2005

			BANK ACCOUNT RECONCILIATION			OFFSET ACCOUNT INFORMATION						
Trib #	Date	DR or (CR) Amount	Account #	Acct Name	Account Number	Offset Check #	Check Date	Check Creation Time	Date Check Was Paid	Check Amount	Payee	Remitter / Other Info on Check
1	1/22/2004	$ 17,555.21		Accr Int - US Agencies		20017623	2/20/2004	8:59:00 AM	3/24/2004	$ 17,555.21	Oconee Federal Savings and Loan	Loan 11545805 MPS Development
2	3/22/2004	33,492.90		Accr Int - US Agencies		20017201	1/15/2004	7:58:00 PM	1/20/2004	33,492.90	Oconee County Treasurer	MPS Golf Inc
						20017620	2/9/2004	12:28:00 PM	2/20/2004	5,000.00	MPS Golf, Inc	MPS Golf Inc
3	3/22/2004	13,027.04		Accr Int - US Agencies		20017542	2/27/2004	2:03:00 PM	3/2/2004	13,027.04	Peoples National Bank	MPS Golf Inc 11003202
4	4/19/2004	(13,027.04)		Accr Int - US Agencies					4/19/2004	(13,027.04)		Falcon's Lair Credit Card Sales
4	4/19/2004	(17,555.21)		Accr Int - US Agencies					4/19/2004	(17,555.21)		Falcon's Lair Credit Card Sales
4	4/19/2004	(28,492.80)		Accr Int - US Agencies					4/20/2004	(28,492.80)		Falcon's Lair Credit Card Sales
5	5/2/2004	17,135.32		Accr Int - US Agencies		20018146	5/18/2004	4:22:00 PM	5/24/2004	17,135.32	Oconee Federal Savings and Loan	Loan 11548805
6	6/22/2004	6,000.00		Accr Int - US Agencies		20019471	6/17/2004	8:44:00 AM	6/18/2004	6,000.00	MPS Golf Inc.	MPS Golf Inc.
6	6/22/2004	6,830.30		Accr Int - US Agencies		20019420	6/14/2004	6:11:00 PM	6/17/2004	6,830.30	Peoples National Bank	Loan 11004202
7	7/22/2004	10,000.00		Accr Int - US Agencies		20019800	7/12/2004	12:25:00 PM	7/23/2004	10,000.00	MPS Golf, Inc.	MPS Golf
8	8/19/2004	14,000.00		Accr Int - US Agencies		20020725	8/19/2004	9:51:00 AM	8/20/2004	14,000.00	MPS Golf, Inc.	MPS Golf, Inc.
9	8/27/2004	10,000.00		Accr Int - US Agencies		20020458	8/27/2004	9:19:00 AM	8/28/2004	10,000.00	MPS Golf, Inc.	MPS Golf, Inc.
10	10/22/2004	18,000.00		Accr Int - US Agencies		35021150	10/18/2004	1:22:00 PM	10/25/2004	18,000.00	MPS Golf, Inc.	MPS Golf, Inc.
11	12/21/2004	49,645.11		Accr Int - US Agencies		20021770	12/2/2004	11:21:00 AM	12/3/2004	28,000.00	MPS Golf, Inc.	MPS Golf, Inc.
						20021715	11/29/2004	11:50:00 AM	12/1/2004	7,733.69	The Peoples National Bank	Loan 11001382 Shepherd
						20021716	11/29/2004	11:40:00 AM	12/13/2004	6,830.34	Oconee Federal Savings and Loan	Loan 01-26016496 Nov
						20021717	11/29/2004	11:48:00 AM	12/13/2004	6,305.09	Oconee Federal Savings and Loan	Loan 01-26016496 Dec Payment
12	12/31/2004	(128,458.70)		Accr Int - US Agencies						(118,403.70)	CFO (Does MPS Operating Acct at Ono Bkgo Bank)	
13	1/28/2005	125,000.00		Accr Int - US Agencies		20022149	1/2/2005	12:57:00 PM	1/4/2005	125,000.00	MPS Golf, Inc.	MPS Golf, Inc.
						20022146	1/13/2005	6:07:00 PM	1/18/2005	25,000.00	MPS Golf, Inc.	MPS Golf, Inc.
14	3/31/2005	25,000.00		Accr Int - US Agencies		20022255	2/8/2005	2:53:00 PM	3/4/2005	25,000.00	MPS Golf, Inc.	Fred Shepherd
15	7/11/2005	15,000.00		Accr Int - US Agencies		20023144	7/20/2005	2:31:00 PM	7/22/2005	15,000.00	MPS Golf, Inc.	MPS Golf, Inc.
16	9/14/2005	7,572.00		Accr Int - US Agencies		20023930	9/8/2005	2:00:00 PM	9/15/2005	7,572.00	D&D Insurance	Worker Comp - WC2205029001
16	9/14/2005	6,323.94		Accr Int - US Agencies		20023478	8/10/2005	4:51:00 PM	9/23/2005	6,323.94	DSS.7 Insurance	MPS Golf Course
15	9/14/2005	50,000.00		Accr Int - US Agencies		20023925	9/9/2005	6:23:00 PM	9/13/2005	50,000.00	MPS Golf Inc	Shareholders
17	10/19/2005	95,000.00		Accr Int - US Agencies		20026407	10/13/2005	10:57:00 AM	10/14/2005	95,000.00	MPS Golf Inc	Stockholders
18	12/19/2005	25,564.33		Accr Int - US Agencies		30998294	11/17/2005	9:27:00 AM	11/21/2005	22,131.45	Peoples National Bank	Loan 11003202
						20027102	11/28/2005	6:07:00 PM	12/2/2005	1,820.84	Oconee Federal Savings and Loan	Acct 01-26016496
						20027103	11/30/2005	6:07:00 PM	12/5/2005	3,517.80	Powell Brothers Tractor & Equipment	Falcons Lair - F4L00
						20027104	11/23/2005	6:08:00 PM	12/5/2005	3,251.00	Ewell & Duncan CPA Firm	MPS Golf Course
						20027105	11/30/2005	6:08:00 PM	12/5/2005	1,935.00	Ewell & Duncan CPA Firm	MPS Development
18	12/19/2005	60,000.00		Accr Int - US Agencies		20027274	12/12/2005	8:54:00 PM	12/14/2005	60,000.00	MPS Golf Inc	Shareholders MPS Golf
19	2/8/2006	43,630.17		Accr Int - US Agencies		20028335	2/3/2006	8:59:00 AM	2/6/2006	43,630.17	MPS Golf Inc	MPS Golf Shareholders
20	4/17/2006	10,201.43		Accr Int - US Agencies		20029950	3/16/2006	1:48:00 PM	3/21/2006	10,201.43	People National Bank	Loan 11001382

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Community First Bank

Irregular Financial Ledger Entries Posted and Disbursements Made by Senior Vice President Benjamin L. Elliott Reconciled to MPS Incorporated, Owned by Thomas R. McCoy, John M. Powell and Frederick D. Shepherd, Jr. (Start of Refinancements Considered)

For the Years 2004 Through 2008

			GL ACCOUNT INFORMATION		OFFSET ACCOUNT INFORMATION							
Tally #	Entry	Dr or (Cr) Amount	Account #	Acct Name	Account Number	Control Check #	Check Date	Check Creation Time	Date Check was Paid	Check Amount	Payee	Description / Other Info on Check
20	9/17/2006	23,901.93		Accr Int - US Agencies		20026290	9/15/2006	5:44:59 PM	1/10/2006	58,901.93	Oconee County Treasurer	Taxes MPS Golf and Development 040443-853 000864-05-6 042553-05-3-01 58-422 434-25, 51 - 57, 60 - 68 257.32
21	5/3/2006	15,000.80		Accr Int - US Agencies		20025457	4/27/2006	9:30:00 PM	5/1/2006	15,000.00	Blue Ridge Bank of Walhalla	Acct 4020913 - MPS Golf Inc (SSB)
22	5/19/2006	50,857.35		Accr Int - US Agencies		20025784	5/17/2006	0:14:00 PM	5/12/2006	15,000.00	MPS Golf Inc,	Shareholders
						70000150	5/11/2006	4:58:00 PM	5/17/2006	6,000.00	Turf Equipment Leasing Company	Lease 1030 MPS Golf Course, Inc.
						70000151	5/11/2006	4:45:00 PM	5/10/2006	23,535.75	Peoples National Bank	Loan 811601302
						70000152	5/12/2006	11:34:59 AM	5/17/2006	6,541.50	Regal Chemical Company	Acct 201305
23	6/27/2006	11,888.78		Accr Int - US Agencies		70000343	6/26/2006	5:29:00 PM	6/22/2006	11,888.70	Peoples National Bank	11601302
24	8/15/2006	12,275.91		Accr Int - US Agencies		70000547	7/17/2006	5:47:00 PM	7/24/2006	12,275.91	The Peoples National Bank	Loan 11601302
24	8/25/2006	63,000.00		Accr Int - US Agencies		70000559	8/10/2006	7:29:00 PM	8/16/2006	63,000.00	MPS Golf Inc	Shareholders
25	9/20/2006	60,000.00		Accr Int - US Agencies		70000643	9/19/2006	7:48:00 PM	9/22/2006	60,000.00	MPS Golf Inc	Shareholders
26	10/31/2006	17,618.50		Accr Int - US Agencies		70000775	10/30/2006	8:34:00 AM	10/30/2006	17,618.50	The Peoples National Bank	Loan 11001302
27	11/21/2006	85,358.87		Accr Int - US Agencies		70000872	11/9/2006	8:12:00 AM	11/14/2006	5,858.87	Donnybrook Quick Stops	Acct 000809 Falcons Lair
						70000947	11/16/2006	5:07:00 PM	11/20/2006	75,000.00	Blue Ridge Bank of Walhalla	Shareholders Acct 4020913
						70000948	11/16/2006	5:10:00 PM	11/20/2006	4,500.00	Blue Ridge Bank of Walhalla	Shareholders Acct 4020921
28	11/28/2006	15,342.00		Accr Int - US Agencies		70000925	11/17/2006	4:57:00 PM	11/21/2006	15,342.00	The Peoples National Bank	Loan 11601302
29	12/21/2006	30,000.00		Accr Int - US Agencies		70000975	12/19/2006	4:08:00 PM	12/22/2006	20,000.00	Blue Ridge Bank of Walhalla	MPS Golf Inc
						70000976	12/20/2006	4:53:00 PM	12/21/2006	10,000.00	Blue Ridge Bank of Walhalla	MPS Golf Payroll
30	1/31/2007	39,829.28		Accr Int - US Agencies		70001392	1/22/2007	12:26:00 PM	1/22/2007	39,829.28	Oconee County Treasurer	MPS Golf Property Tax
31	2/16/2007	33,240.83		Accr Int - US Agencies		70001569	2/15/2007	4:08:00 PM	2/21/2007	33,240.83	Oconee Federal Savings and Loan	Loan 01-240036705
32	2/26/2007	28,038.47		Accr Int - US Agencies		70001594	2/8/2007	2:44:00 PM	2/12/2007	28,038.47	Peoples National Bank	Loan 11001302
33	3/26/2007	111,305.09		Accr Int - US Agencies		70001682	3/5/2007	4:48:00 PM	3/15/2007	6,305.09	Oconee Federal Savings and Loan	Loan 01240120458
						70001825	3/23/2007	10:10:09 AM	3/26/2007	105,000.00	Blue Ridge Bank of Walhalla	MPS - Shareholders
34	5/21/2007	12,020.05		Accr Int - US Agencies		70002521	5/16/2007	5:05:03 PM	5/22/2007	12,020.05	The Peoples National Bank	Loan 11002302
34	5/21/2007	45,000.00		Accr Int - US Agencies		70002507	5/16/2007	8:58:00 AM	5/22/2007	45,000.00	Blue Ridge Bank	MPS Golf Acct 4020913
35	6/13/2007	45,000.00		Accr Int - US Agencies						45,000.00	CFB DDA Acct - Falcons Lair Credit Card Sales	
36	7/26/2007	75,000.00		Accr Int - US Agencies		70003415	7/13/2007	10:29:00 AM	7/17/2007	30,000.00	Blue Ridge Bank of Walhalla	MPS Golf Inc
						70003447	7/18/2007	7:57:00 AM	7/20/2007	45,000.00	Blue Ridge Bank of Walhalla	Acct 4020913 MPS Golf Inc
37	9/17/2007	82,420.72		US Agencies Secur - AFS		7800757	9/17/2007	9:52:00 AM	9/21/2007	55,000.00	(Blue Ridge Bank)	
						70003753	9/17/2007	9:52:00 AM	9/21/2007	82,420.72	(Peoples)	
38	10/31/2007	20,000.00		Accr Int - US Agencies		70003870	10/3/2007	8:30:00 AM	10/5/2007	20,000.00	MPS Golf Operating Acct	MPS Golf Inc

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Community First Bank

Irregular General Ledger Entries Posted and Disbursements Made by Senior Vice President Benjamin L. Hiatt Deposited to MPS Incorporated, Owned by James E. McCoy, John M. Powell and Frederick D. Shepherd, Jr. (Date of Disbursements Received)

For the Years 2006 Through 2008

			GL ACCOUNT INFORMATION		OFFSET ACCOUNT INFORMATION							
Tab #	Date	Dr or (Cr) Amount	Account #	Acct Name	Account Number	Original Check #	Check Date	Check Date/Time Written	Date Check was Paid	Check Amount	Payee	Number / Other Info on Check
30	12/28/2007	$3,574.57	[redacted]	Acct list - US Agencies	[redacted]	70005729	12/19/2007	12:50:00 PM	12/24/2007	11,540.33	The Peoples National Bank	Loan 18001202 Shepherd
						70005730	12/20/2007	12:52:00 PM	12/20/2007	6,305.00	Oconee Federal Savings and Loan	Loan 0324816403 MPS Development
						70005782	12/27/2007	8:04:00 PM	12/31/2007	75,800.00	Blue Ridge Bank	MPS Golf Acct 4028913
40	9/23/2008	75,800.00		Acct list - US Agencies		70004192	2/29/2008	5:40:00 PM	3/20/2008	15,800.00	The Peoples National Bank	Loan 18001202 Shepherd McCoy Powell
						70003479	11/8/2007	10:55:00 AM	11/13/2007	60,000.00	Blue Ridge Bank of Walhalla	MPS Operating Acct 4028913
41	3/20/2008	15,800.00		Acct list - US Agencies		70004837	3/26/2008	9:14:00 AM	3/27/2008	15,000.00	The Peoples National Bank	Loan 18001202
42	4/18/2008	5,000.00		Acct list - US Agencies		70004336	2/29/2008	8:29:00 PM	3/5/2008	5,000.00	MPS Golf Payroll	MPS Golf Inc
43	4/15/2008	80,000.00		Acct list - US Agencies		70004215	2/28/2008	8:18:00 PM	3/3/2008	80,000.00	MPS Golf Inc	MPS Golf Inc
43	5/21/2008	75,000.00		Acct list - US Agencies		70004748	5/19/2008	6:42:00 PM	5/21/2008	75,000.00	MPS Golf Operating Acct	MPS Golf Shareholders
44	7/25/2008	85,000.00		Acct list - US Agencies		70005131	7/18/2008	2:58:00 PM	7/22/2008	85,000.00	Blue Ridge Bank of Walhalla	Acct 4028913 MPS Golf Operating Acct
45	10/14/2008	41,826.72		Acct list - US Agencies		70005918	10/1/2008	7:54:00 PM	10/8/2008	80,000.00	MPS Golf Operating	MPS Golf Operating A/H
						70005920	10/2/2008	12:00:00 PM	10/8/2008	11,826.72	Turf Equipment and Leasing	Acct 35334
46	10/29/2008	14,783.76		Acct list - US Agencies		70005785	10/20/2008	12:42:00 PM	10/30/2008	14,783.76	Peoples National Bank	Loan 18001202
47	11/10/2008	21,000.00		Acct list - US Agencies		70005933	11/7/2008	7:31:00 PM	11/10/2008	21,000.00	MPS Golf Operating Acct	MPS Golf Shareholders
48	11/26/2008	(85,000.00)		Acct list - US Agencies						(85,000.00)		Deposit Charlotte B and James E McCoy deposit acct at CFB
		$ 1,699,097.94								$ 1,699,097.94		

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IRREGULAR GENERAL LEDGER ENTRIES POSTED AND DISBURSEMENTS MADE BY SENIOR VICE PRESIDENT BENJAMIN L. HIOTT BENEFICIAL TO CLCB, LLC AND CROSBY EDUCATION FOUNDATION, OWNED/CONTROLLED BY JOSEPH C. CROSBY, JR., A/K/A "COACH" AND KRISTINA B. CROSBY, AND THE PERSONAL LOAN ACCOUNT OF JOSEPH C. CROSBY, JR.
FOR THE YEAR 2008

Funds Transferred From CFB General Ledger Accounts Into:
Payment Applied to Loan in name of Joseph C. Crosby, Jr. (270751)
and Deposit Accounts of
CLCB, LLC (500601091)
Crosby Education Foundation (Kristina Crosby, Joseph Crosby) (500703160)

Tab #	Date	Deposit Amount	Crosby Acct #	Crosby Acct Name	Account #	Debit Acct Name	Deposit or GL Acct?	Debit or (Credit) Amount
1	5/30/2008	299,990.00		CLCB, LLC		Due From Bank - FHLB	GL	300,000.00
	5/30/2008					Wire Transfer Fees	GL	(10.00)
2	7/7/2008	199,990.00		CLCB, LLC		Due From Bank - FHLB	GL	215,000.00
	7/7/2008	15,000.00		Crosby Education Foundation		Due From Bank - FHLB	GL	-
	7/7/2008					Wire Transfer Fees	GL	(10.00)
3	7/30/2008	165,000.00		CLCB, LLC		Due From Bank - FHLB	GL	165,000.00
4	8/27/2008	180,000.00		CLCB, LLC		US Agencies Securities - AFS	GL	715,275.00
						Accr Int - US Agencies	GL	11,837.22
						Bankers Bank	GL	(547,112.22)
5	9/30/2008	120,000.00		CLCB, LLC		Bankers Bank	GL	351,619.75
	9/30/2008	14,686.31		Loan Account in name of Joe Crosby Jr.		US Agencies Securities - HTM	GL	2.02
	9/30/2008					State County Municipal - AFS	GL	485.89
	9/30/2008					US Agencies Securities - AFS	GL	(137,112.90)
						Accr Int - US Agencies	GL	(72,433.36)
						Accr Int - US Treasury Bills (actual use is for SCMs)	GL	(7,875.09)
		994,666.31	Total Amount					994,666.31 Total Original GL Offsets

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EXHIBIT D

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

Donald G. Jones

August 25, 2016

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35 YEARS

do at that point, to investigate it?

A. Well, Mr. Shepherd was totally focused on the Brookshire matter.

Q. Right.

A. And I knew that there were -- there was a problem -- I could tell when I was doing that first day of research, along with Mr. Griffith, I could tell there were problems beyond Brookshire.

Q. Okay. How could you tell that?

A. I looked at -- Mr. Griffith and I together looked at transactions in the investment securities account and we knew that -- you could tell from this $285,000 transaction and some others that the books were being what I call juggled. There was a -- transactions were rolling around to hide what they are.

Q. Okay.

A. On the books.

Q. When you say juggling, that was pretty obvious to you at that point?

A. Yes.

Q. Okay. When you say juggling, just for a lay person again, that would -- explain that to me.

A. Making false entries on the -- in the general ledger accounts to conceal and cover up

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wrongful deeds.

Q. And that was pretty obvious to you?

A. Yes. The way I could tell that was I was track -- backtracking these suspicious transactions, just looking at the dates. I hadn't gotten into detailed research at that point, but I noticed this juggling type activity preceded the Brookshire account even being opened.

Q. When you say preceded it?

A. In date.

Q. In date and other -- clearly if it's prior to her account it's in other accounts; is that what you're saying?

A. Well, it's also -- it was in the investment securities account and it -- these juggling type entries were occurring before the date her account was opened in, what, 2004?

Q. The Brookshire account?

A. When was that?

Q. 2007.

A. 2007, excuse me. Okay. The -- yeah, they were before that. So I knew that there was problems beyond just the Brookshire account, but Mr. Shepherd wanted me to focus on the Brookshire account immediately due to, I guess, inquiry

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EXHIBIT

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on at that time, you know.

Like I said, we -- I was receiving all my mail at 1707 Devine Street. I received all my statements from BB&T. There wasn't anything missing. I knew what money was to be coming to me. This is, you know, at the time. So I knew that what I had was coming through the mail and I wasn't really missing anything.

There was a couple of times there was something maybe that was -- that we didn't receive that might have gotten lost. But it was just, you know, the Post Office knew about where we were going. I had a note at that home that Mr. Hans Oliver owned. I'd left a note there that, you know, if there's any bills that came in, that, you know, we weren't receiving when we moved, to make sure that they would call us and that we would come get them.

Then the mail was coming through to Irmo. I didn't recall missing anything. I don't ever remember, you know -- everything that I had was coming through BB&T, okay?

Q. Did you review the statements from Community First Bank?

A. What statements?

Q. Is it your testimony you never received statements from Community First Bank?

MR. SCOTT: Object to the form, but go ahead.

BY MR. KNOWLTON:

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A. I didn't receive any statements that I can recall. When you say Community First, only from a credit card. There were no other statements coming in from a trust or anything to that effect. Any monies that I had that I — that, you know, was being wired through Ben was coming to BB&T. So I had nothing coming in from Community First.

Q. You don't recall ever receiving a bank account statement from Community First Bank with regard to where these assets had been transferred?

MR. SCOTT: Object to the form.

BY MR. KNOWLTON:

A. I don't recall. I really don't recall.

Q. Could you have gotten them and you just don't remember them?

A. No. No. I would have known. I would have known at that time if I had money in my account or I didn't have money in my account or what was in there and, you know -- I mean, I had always checked everything. So, no. But I don't ever -- there were no statements that were coming in from, you know, for the trust from Ben, you know. I mean, I really -- there was none and there wasn't anything lost that I know of.

Q. Just so you'll know, we've got business records that show they were mailed from 2007 until 2010 when they started getting returned.

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MR. KNOWLTON: Okay.

BY MR. KNOWLTON:

Q. Well, let me ask you. You've seen in discovery in this case, statements for a checking account, have you not?

A. If that's what you call it. A checking account or a trust account, but --

Q. All right. Well, let's just call it that account, okay?

A. Okay. An account? Okay.

Q. The account that is in dispute in this case.

A. Yes.

Q. And you've seen the statements in this lawsuit.

A. Yes.

Q. Do you recall receiving those statements between May of 2007 and April of 2010?

A. No.

Q. Are you saying that they weren't delivered or that you don't know one way or the other?

MR. SCOTT: Object to the form.

BY MR. KNOWLTON:

A. I did not receive them. I didn't receive them.

Q. Did you ever call the bank and say, how come I'm not getting statements?

A. I didn't know that I was supposed to receive

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statements. I did not know. All I was receiving was, my money was supposed to be -- Ben and I talked on the phone about how much money I had, where the money was going, you know, just off and on things about -- all the time about what my bank statements with BB&T were saying. There was not anything coming from Community First and there was no reason for those particular statements to have been returned when I was receiving all the other mail. There was not anything, you know -- I mean, I was receiving all my other mail.

Q. Have you ever had an account at a bank where you didn't receive a statement before?

A. No. But the thing is, this was a trust, you know. I know that BB&T Wealth Management sent me a, you know -- basically, it was like a pie that showed where the money was going and what bills were being paid. But I didn't receive anything from Ben Hiott. I really did not, not at all. There was many, many things on there that he was supposed to be paying, but I never saw a statement showing those were paid, never.

Q. You weren't curious why you weren't getting a statement?

MR. SCOTT: Object to the form.

BY MR. KNOWLTON:

Q. Did you ever discuss not receiving a statement

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A. Sort of. Is that not the same person as Jim Powell? I don't really -- the names, you know -- there was a Jim Williams. I think there was -- I remember a name something to that effect, but I --

Q. Well, let me ask you this. Do you remember when Mr. Williams provided the statements to Ms. McDaniel?

A. What statements?

Q. For the account.

A. Are you talking about that thing that Ben wrote up that rambled on about some statement?

Q. I'm talking about the account statements.

A. You're talking about the Community First Bank statements --

(Exhibit No. 5, Bank Statement, was marked for identification.)

BY MR. KNOWLTON:

Q. Things that look like Exhibit 5.

A. No. No, no. There was -- I don't remember those statements. I told you, I don't remember those statements at all. The only statements I remember is some ledger that showed three or four pages of stuff.

Q. I can show it to you. There was a list of wire transfers --

A. Yeah. That's all --

Q. -- is kind of what you're talking about.

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Mr. Crosby or Cosby or whatever his name is. I don't know anything about that. And, you know, this is the first I knew that he owned a restaurant. But we did go to a restaurant and I remember there was some water around it, but I don't know whose it was. I didn't even think about it. The food wasn't that good.

Q. When did it first come to your attention that a $500,000 disbursement had been made out of your account?

A. I'm not supposed to talk about the attorneys. But, you know, I mean, I didn't have any statements until they were located through my attorneys. My husband looked at it and he found it. That was the first thing -- it was one of the first statements, I think, that money was taken out within a very short period of time that I had my account with Ben. Some nerve.

(Exhibit No. 28, Statement - 6/29/07, was marked for identification.)

(Exhibit No. 29, Statement - 7/31/07, was marked for identification.

BY MR. KNOWLTON:

Q. Let me ask you to take a look at what's been marked as Exhibits 28 and 29.

A. All right. Which one do you want to talk about?

Q. All right. The first exhibit with CFB 6925 at bottom, that's going to be the very first statement of the

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BY MR. KNOWLTON:

A. I'm just looking at what the statement shows.

Q. Take a look at CFB 6933, the last page of that exhibit.

A. All right.

Q. Did you see that document, that page?

MR. SCOTT: Does she see it now?

MR. KNOWLTON: Well, no, sir.

BY MR. KNOWLTON:

Q. My question really was, did you see that in 2007?

A. No. I haven't seen this. (Views document). What did you ask me? Have I seen that document? No, I haven't.

Q. All right. Do you have any explanation of why Mr. Hiott would have sent a cashier's check representing funds from this account in the amount of $500,000, indicating it was a Brookshire loan advance to Mr. Crosby in July of 2007?

MR. SCOTT: Object to the form.

BY MR. KNOWLTON:

A. I don't know nothing about Mr. Crosby or the money or giving anybody permission. I don't know anything about that and that's the God's honest truth.

Q. When was the first information that you had that

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this $500,000 disbursement had been made?

A. You already asked me that.

Q. And I don't want you to mention what any attorney told you, but I want the best date you can give me.

A. Well, I haven't had any documents from Community First, so the first time I got to see any documents was at this office. And then my husband and I took the documents and he had looked at that particular document and saw the -- saw the, you know, some of the interest and where the money that was interest being transferred over from BB&T Wealth Management or the interest on it and saw the miscellaneous debit. And next to that miscellaneous debit was written Lafayette, single premium annuity to children, in blue, in blue ink, was written on that paper on the --

Q. You're not referring to Exhibit 29, are you? You're talking about some other document that you saw?

A. I'm saying the document that I saw with -- this, right here, the same exact one that I saw here, had single premium annuity Lafayette trust, or something like that. It was written next -- in blue, next to the $500,000.

Q. Was that something Mr. Hiott wrote?

A. I thought it was Lisa Reed, but I don't know who wrote it. It wasn't my handwriting, it was somebody from the bank. It didn't look like Ben Hiott's handwriting. But it was written on there and that's what it said. That's

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where we were trying to check to find out what type of annuity in Lafayette there was.

So he was lying. It was a lie. Because that's what he was sending me. There was nothing about Crosby. So, see, we're just finding out about Crosby. This was what was written on that document. Do you have it?

Q. When we reconvene, I'll try to look for it.

A. All right. But, again, you don't need to ask me about Crosby because, again, that is -- that's null and void. There's no Crosby.

Q. And I understand your testimony on that.

A. Okay.

Q. But I do need to ask you about everything I can about it.

A. I know. Okay.

MR. KNOWLTON: Why don't we take a break for a moment. It's after 5:30.

(The taking of the deposition adjourned at 5:33 p.m.)

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MR. KNOWLTON: Well, I'm trying to --

MR. GIESE: You don't know if it's mailed or not.

MR. KNOWLTON: What's that?

MR. GIESE: You don't know if it was mailed or not. There's no --

MR. KNOWLTON: Yeah, I know. We've got other evidence --

MR. GIESE: Okay.

MR. KNOWLTON: We have witnesses who are ready to testify about that.

BY MR. KNOWLTON:

Q. But let me just ask you this. And just focus on where these came from. Do you remember where these came from?

A. I remember we got some of them from Kathleen McDaniel, but I can't tell you that they were all of them. I do not know. I might need to ask my husband. He might know a little bit more about that because he's the one that found --

Q. And we talked before about the statements given to Ms. McDaniel --

A. This is the one we found, yeah. This is the one that we saw that my husband found.

Q. You're talking about Exhibit 64?

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some deductions.

I have to know if I possibly can have an extension, be able to know what steps do you take next when you're a trustee, if there was something maybe possibly that you should consider, that this might be a -- that you might to invest in something whether it be in my own business or maybe something so you can get some earned income, or possibly, you know -- and a small -- you know, something that, you know, that would be able to behoove you for having a trust or a trustee and being able to talk to someone about giving you advice in South Carolina or whether you wanted to do something for your donations to the library, to children's books, to -- I mean, just different things about what would be the best way to go about doing things and what would be something that would be most appreciative and something that would be able to help you to be able to, you know, do the right thing and feel good and be able to be recognized.

Q. Did you look at the bank statements each month to see how much money was in the account?

A. All of them except the one -- I didn't get Ben's. I didn't get anything from Community First, only BB&T.

Q. You didn't get any monthly bank statements?

A. Not from Ben. Not from Community First, no.

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Q. Did you not think that was a little odd?

A. You know, I didn't have any -- there was a trust set up with Ben, okay? And possible I should have gotten --

Q. Is that a yes or a no?

A. Okay. No. There was a -- I did receive the pie statement or the pie trust with BB&T Wealth Management, okay? I did receive it with Merrill Lynch or with this or whatever. The point was is that Merrill Lynch doesn't send one out each month or each day, you know. I checked my BB&T. That's where all the money was going. I knew what money was being wired into that account. I knew what balances there were. I knew what bills were supposed to be coming out of there. But, you know, I didn't have a checking account with Ben.

Q. You know what you were supposed to get from BB&T and you got it; is that fair to say?

A. You know, I -- yes.

Q. Okay. And you never got one of those from Community First?

A. No.

Q. Did you consider that odd?

A. That trust account was -- it was -- for some reason, it was just -- I wasn't -- there wasn't any personal bills coming out of there that I later on found out.

Q. How could you manage the trust without knowing

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Q. Did you ever see a bank statement on your account at Community First Bank?

A. Yes.

Q. When?

A. I don't remember. But I did not receive them --

Q. Did you see one in 2007?

A. I think I saw some Power of Attorney papers or saw something where Ben had some communications with Baker & Baker or had some communications with BB&T. I did not see a Community First Bank statement at all. If I did, don't you think I would -- let me tell you something. If I did, first of all, I know how much money came from BB&T to go to Ben. And don't you think a miscellaneous debit for 500,000 within 15 days and that, all of a sudden, my balance is 600 and something thousand? I mean, don't you think that I would have -- especially the first statement, noticed that?

Q. Well, if you had asked to see that bank statement you would have known that, wouldn't you?

MR. GIESE: Objection to the form.

BY MR. HAWKINS:

Q. Ma'am? Can you answer the question?

A. Why didn't y'all get -- why didn't you make sure I got a bank statement? Why? Because somebody was cheating on me, right? They took the money out, miscellaneous debit, and then wrote down Lafayette single life insurance policy,

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or it was something else the whole time along, you know? And I did not get that statement. Why didn't I get it? Because, you know, somebody was doing something wrong, okay? No Jim or Crosby or -- I mean, the thing is that, come on.

Q. Did every checking account you've ever had since you were at some age undefined exactly, but somewhere between 15 and 23, certainly at 23 you knew that banks mailed out statements once a month, correct?

A. Yes.

Q. Pardon?

A. Yes.

Q. All right. And you knew that for the rest of your adult life up until the time you started this account at Community First, correct?

A. Sometimes a bank statement gets lost, okay?

Q. Okay. Sometimes. How often does that happen in a year for you? What's your experience?

A. Community First has lost several of my credit card statements and I've had to call them.

Q. Tell us how many.

A. Three, four, five times.

Q. Okay. Now, let's go to my question because I didn't ask you about a credit card statement --

A. Okay.

Q. -- I asked you about checking accounts.

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

Ann Gell Hamiter

September 07, 2016

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questions.

THE WITNESS: It wasn't necessarily approved of, it was just she didn't even know about anything he had been doing.

BY MS. BLACK:

Q. Okay. To your knowledge, did she believe that she should have had more money in the account?

MR. WALLER: Object to the form of the questions.

THE WITNESS: Yes.

BY MS. BLACK:

Q. Do you have any knowledge about whether Ms. Brookshire received monthly bank statements from Community First Bank?

A. We did not for a long, long time and then we got a few. I gave Mr. Hiott the P.O. Box number and everything on the phone, and I tell them we needed them back to the beginning, and, you know, of his opening an account for her, and we didn't get them. And then finally he brought -- when he brought the motorhome, he brought paperwork -- the paperwork.

Q. What paperwork did he bring?

A. I cannot remember what all it was;

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EXHIBIT

F

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

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THE WITNESS: Yes.

BY MS. BLACK:

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EXHIBIT

G

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

Carol Wilson

February 25, 2016

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1980 - 2015

Q. In the locked room?
A. Yes.
Q. And is that what you did with Debi Brookshire's statements after May of 2010?
A. That's what we do with every statement flagged as a return.
Q. Is that what you did with Debi Brookshire's statement after May of 2010?
A. If it was marked with an R, that's what we did.
Q. Isn't that what you just testified to?
MS. BLACK: Object to the form.
THE WITNESS: The ones that were flagged as returned were filed in returned mail.
BY MR. SCOTT:
Q. And maybe I'm missing it, when they come -- when they're returned, you flag them as returned; is that what you said?
A. Yes, we flag the system.
Q. And then when they're flagged as returned, do you just keep mailing them out or do you put them in this box in this locked room?
A. We put them in a secure location that we have boxes of returned mail.
Q. So you don't continue to mail them to

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EXHIBIT

H

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

Donald G. Jones

August 25, 2016

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Q. All right. And he goes on to talk about having given Ben a choice as to what to do, cooperate or not. It says, in the next paragraph: Fred stated also that he advised Ben at yesterday's meeting to call me and talk over the matter.

Had he -- did he ever call you and talk over the matter?

A. No.

Q. And he knew you?

A. Yes.

Q. From working with you?

A. Mm-hmm.

Q. Next sentence: I informed Fred that at of this time I had received no call from Ben. I asked Fred if Ben was still in the Bank. Fred replied that Ben was out picking up the mail and would be back in his office.

So at that point Shepherd has your September 6 document; correct?

A. (Witness moves head up and down.)

Q. And has the paperwork regarding the $285,000 --

A. Yes.

Q. -- that was defalcated from whatever and, yet, he has Ben picking up the mail?

A. Yes.

Q. The next sentence: I was surprised at this and again cautioned Fred about the security of the records under Ben's control.

So at that time, four days after you've written that memo, Ben still has control over everything he had control of prior to September the 6th?

A. Yes.

Q. In other words, the computer system, the journal entries?

A. Yes.

Q. Anybody's bank account?

A. Yes.

Q. And that's four days after they were informed about the -- I'm going to use the word misappropriation if I could, just in -- I'm not sure I'm using defalcation right or whatever that word is. But they knew that.

So several times last week -- the next sentence: Several times last week in the presence of SVP Jeff Griffith, I suggested to Fred that Ben not be present in the Bank after he has been confronted due to security of the records.

And you remember those -- that

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EXHIBIT

I

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MEMORANDUM

From: Donald G. Jones

To: File on Community First Bank on Hiott/Brookshire Matter

Date: September 10, 2013

Time: 11:30 a.m.

Subject: Telephone Conversation with Frederick D. Shepherd, Jr.

I received a telephone call at my office approximately 10:45 a.m. from Fred Shepherd, CEO of Community First Bank from his office in Seneca, SC. In this call, Fred informed me that he met with Ben Hiott at the Bank after working hours yesterday to discuss the state of affairs regarding the Brookshire matter and related irregular transactions conducted by Ben Hiott. Fred stated that he furnished Ben with copies of all documents related to this matter including correspondence from Brookshire's attorney demanding that the Bank furnish documentation to them regarding all deposits to the Brookshire DDA account for which Ben had a POA. Further, Fred gave him a copy of my memorandum dated 9/6/13 regarding the irregular transaction of 2/23/11 which I had investigated at the Bank last week showing a potential $285,250 defalcation by Ben Hiott involving this DDA account and Bank funds.

Fred stated that in the conversation with Ben at yesterday's meeting, Ben had the choice of taking two weeks vacation while the matter was worked on without him, or that he could cooperate with PCS in completing an investigation of the matter at the Bank. Fred stated also that he advised Ben at yesterday's meeting to call me and talk over the matter. I informed Fred that as of this time I had received no call from Ben. I asked Fred if Ben was still in the Bank. Fred replied that Ben was out picking up the mail and would be back in his office. I was surprised at this and again cautioned Fred about the security of the records under Ben's control. (Several times last week in the presence of SVP Jeff Griffith, I suggested to Fred that Ben not be present in the Bank after he has been confronted due to security of the records).

Last week while in the Operations department at the Bank, SVP Griffith, Fred and I had a conversation on Ben's wire transfer, bond transactions and network systems access authorities that Ben had which would need to be terminated immediately when Ben was confronted with the matter. I doubt that this has been done but do not know for sure.

Fred stated that, at the meeting yesterday evening, he advised Ben to retain his own legal counsel and that Ben was told to provide an answer to Fred this morning what his course of action would be. When Fred informed me this morning that Ben was picking up the mail I expressed surprise to Fred that Ben was picking up the mail as usual. Fred said to the effect that right now Ben would have to be handled with care.

EXHIBIT

J

Dani Baker Brookshire acct Transferred BB&T
ort

1171823.58 6/26/2007

1171823.58 Total Funds

150000.00 Jordan
150000.00 Laura Ann
668894.86 Wires out

202928.72 Wire Trf sent
8/11/2010

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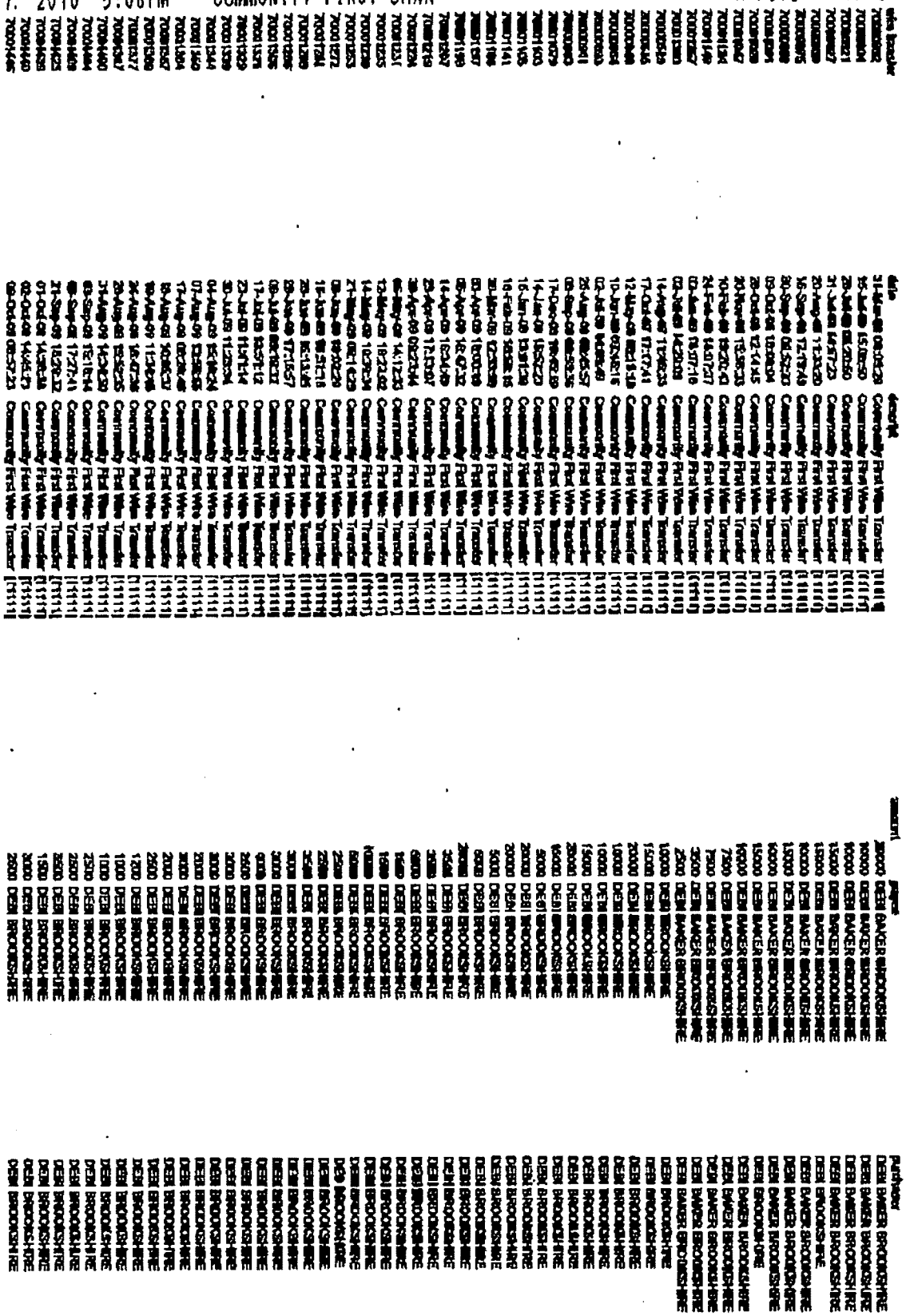

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wire transfer	date	detail	amount	payee	purchaser
70001464	16-Oct-09	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001463	22-Oct-09	Community First Wire Transfer [11111]	1500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001465	28-Oct-09	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001471	30-Oct-09	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001477	05-Nov-09	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001479	09-Nov-09	Community First Wire Transfer [11111]	3000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001484	13-Nov-09	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001489	17-Nov-09	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001497	20-Nov-09	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001501	25-Nov-09	Community First Wire Transfer [11111]	4000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001508	04-Dec-09	Community First Wire Transfer [11111]	1500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001516	10-Dec-09	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001519	11-Dec-09	Community First Wire Transfer [11111]	3500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001526	18-Dec-09	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001534	22-Dec-09	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001542	29-Dec-09	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001551	04-Jan-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001558	07-Jan-10	Community First Wire Transfer [11111]	4000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001569	14-Jan-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001573	20-Jan-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001579	25-Jan-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001632	26-Jan-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001646	29-Jan-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001658	31-Jan-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001691	03-Feb-10	Community First Wire Transfer [11111]	3000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001697	09-Feb-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001605	12-Feb-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001619	18-Feb-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001622	23-Feb-10	Community First Wire Transfer [11111]	3000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001637	25-Feb-10	Community First Wire Transfer [11111]	5000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001645	03-Mar-10	Community First Wire Transfer [11111]	4000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001658	05-Mar-10	Community First Wire Transfer [11111]	1500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001638	12-Mar-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001668	15-Mar-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001675	22-Mar-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001682	25-Mar-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001695	29-Mar-10	Community First Wire Transfer [11111]	1500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001699	06-Apr-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001697	07-Apr-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001714	14-Apr-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001719	23-Apr-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001724	29-Apr-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001729	29-Apr-10	Community First Wire Transfer [11111]	2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001736	05-May-10	Community First Wire Transfer [11111]	4000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001738	07-May-10	Community First Wire Transfer [11111]	2000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
70001808	14-Apr-09	Community First Wire Transfer [11111]	1500	DEBI BROOKSHIRE HSA ACCOUNT	DEBI BROOKSHIRE
70001820	14-Aug-07	Community First Wire Transfer [11111]	25000	DEBI BROOKSHIRE PREFERRED LINE OF CR	DEBI BROOKSHIRE
70001945	18-May-09	Community First Wire Transfer [11111]	500	I DESIGN LLC	DEBI BROOKSHIRE
70001984	11-Jun-09	Community First Wire Transfer [11111]	20000	JIM HUDSON LEXUS	DEBI BROOKSHIRE
70002002	04-Oct-07	Community First Wire Transfer [11111]	35526	JIM HUDSON LUXURY CARS	DEBI BROOKSHIRE
	1-Jul		3000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
	5-Jul		5000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
	13-Jul		2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
	16-Jul		2500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
	22-Jul		7500	DEBI BROOKSHIRE	DEBI BROOKSHIRE
	27-Jul		5000	DEBI BROOKSHIRE	DEBI BROOKSHIRE
Check for deposit (+)	27-Jul		90016		DEBI BROOKSHIRE

Sep. 7. 2010 5:08PM COMMUNITY FIRST BANK No. 3730 P. 5.

wire transfer	date	description	amount	payee	purchaser
Total		30-JUL	10000	DEBI BRODKSHIRE	DEBI BRODKSHIRE
			0510504.09		

Giese-CFB.1243

CONFIDENTIAL

EXHIBIT

K

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TIGHE

Kathleen M. McDaniel - Attorney
803-404-6900
KathleenMcDaniel@callisontighe.com

September 21, 2010

Ben Hiott, Senior Vice President
Community First Bank
3685 Blue Ridge Blvd
Walhalla, SC 29691

Re: Debi Baker-Brookshire financial matters
Our file number: 1345.001

Dear Mr. Hiott,

On August 23, 2010, you and I spoke by telephone regarding the trust account of Debi Baker-Brookshire. During that teleconference, I requested certain items of information and documentation from you, which you stated you would provide to me. Having reviewed some limited information received from you via facsimile on September 7, 2010, and discussed it with Ms. Baker-Brookshire, I have several concerns that I would like for you to address with you.

First of all, I requested that you provide me with a full accounting of Ms. Baker-Brookshire's trust account held at Community First Bank from the date of initial deposit through the current date. You provided me with what appears to be simply a listing of wire transfers out of Ms. Baker-Brookshire's account. There is no detail regarding the institution or account to which the wire was sent or the purpose of the wire. There is also no accounting of interest that the account earned or of any other transfers in or out other than wire transfers. Please provide me with a proper accounting of this account from the time it was created through the current date.

Obtaining this accounting is particularly important to getting a clear picture of the current state of Ms. Baker-Brookshire's finances. It is my understanding that on August 11, 2010, you transferred all of the cash remaining in the trust account, approximately $200,000.00, to Ms. Baker-Brookshire's account at BB&T. I spoke yesterday with Ann Gel Hammiter, Ms. Baker-Brookshire's bookkeeper. Ms. Hammiter informs me that, when she last spoke to you about one month before the wire out to BB&T, you told her that there was approximately $900,000 remaining in the trust account. There appears to be some serious inconsistencies in this information.

As this is an account held by your bank, I do not understand why Ms. Baker-Brookshire was not provided with monthly, quarterly, or at least annual statements of the account. If such

statements exist, please make a copy of all and provide them to me. If statements do not exist, please explain to me why regular statements were not provided for this account.

I also inquired whether you have a copy of any trust agreement set up with Ms. Baker-Brookshire as the beneficiary. You stated that you do not have a copy of the trust agreement, but that you are informed that Ms. Baker-Brookshire is not only the beneficiary of the trust but also the trustee. I question whether that is correct and how you would know that if you do not have a copy of the trust agreement. If you do have a copy of the trust agreement, please provide that to me immediately.

Also noted on the report you faxed to me are amounts of $150,000 allocated to each of the two children of whom Ms. Baker-Brookshire has custody. In talking with Ms. Baker-Brookshire, she has no recollection of setting up such trusts. You stated that you have copies of the trust agreements for the children, but you have not provided those to me. Please provide copies of those trust agreements to me immediately so that I can confirm their existence and how they were created.

Ms. Baker-Brookshire informs me that you authorized the purchase of flowers for doctors and hospital staff following the hospitalization of one of the children. She is quite upset about this matter as she believes you did not have authority to authorize such expenditure. She requests that you refund the cost of the flowers, approximately $250.00, with interest from the date of the purchase.

Ann Gel Hammiter informs me that you told her that you have Ms. Baker-Brookshire's power of attorney. Please provide me with a copy of the Power of Attorney immediately as I have no indication from Ms. Baker-Brookshire that you have such authority.

These are very serious matters to which I hope you will turn your attention immediately. I need to obtain the requested information from you as soon as possible so at to assist Ms. Baker-Brookshire in setting her finances in order. Ms. Baker-Brookshire has already informed you that she has given me authority to request for these items from you.

I can be reached via telephone or email at your convenience if you have any questions or need clarification about the items I am requesting.

Sincerely,

Kathleen M. McDaniel

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bcc: Debi Baker-Brookshire

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EXHIBIT

L

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

James E. McCoy

August 22, 2016

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35

is would this be something that Ben got ahold of and we never got the letters? I don't know.

Q. Did you ever get mail at the bank?

A. No. I never received mail from the bank, no.

Q. As the chairman of the board you never received mail at the bank?

A. No.

Q. As addressed to the bank?

A. Why would I?

Q. You're the chairman of the board.

A. I know, but what would I receive?

Q. Where else would we send it?

A. Well, I know they would send it there, but I mean, who would be sending me stuff at the bank?

Q. Well, you're the chairman of the board.

A. What -- ouch. I've got a leg cramp.

Q. Whoops.

MR. PLUMBLEE: Are you okay?

A. I wasn't involved in day-to-day activities, guys. I was just chairman of the board. The daily running of the bank was with Fred Shepherd and his group.

Q. You need to stretch?

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EXHIBIT

M

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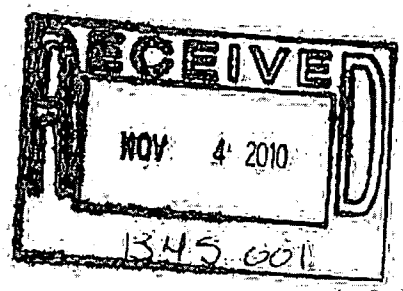

October 21, 2010

Callison Tighe & Robinson, LLC
Attn: Ms. Kathleen McDaniel
PO Box 1390
Columbia, SC 29202

Ms. Kathleen McDaniel – Attorney

Debi should be able to provide you with a copy of the power of attorney, she set it up and should have that information. Her account was set up by Debi in 2007 and she should have received a statement monthly on this account. I will be glad to send to you the money I set aside for the children but Debi knows why I put that aside for the children. I will be glad to provide you with any documents Debi cannot but it worries me that your client cannot provide you with documents she executed. I do not believe you have gotten all the information you need from your client. Everything you have asked for your client should be able to provide to you if one is capable of handling one's own affairs.

The report you received shows the money transferred on 06/27/07 and the money that was sent out shows the payee as the beneficiary all were to Debi Brookshire or her interest. There are 2 wires to Jim Hudson for the purchase of vehicles.

If I can help further please call me.

Respectfully,

Ben Hiott

EXHIBIT

N

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Laura Hood

From: Laura Hood
Sent: Monday, December 06, 2010 5:30 PM
To: 'jlwdraw@bellsouth.net'
Subject: Debi Baker-Brookshire

Dear Mr. Williams,

Per our conversation last week on December 1, you were going to send a full accounting of Debi Baker-Brookshire's account with Community First Bank. To date, I have received no documents from you or the Bank. I would appreciate you letting me know that you are receiving my emails and whether or not the documents were sent.

Should you have any questions or comments, please let me know.

I appreciate your attention to this request and look forward to hearing from you soon.

Sincerely,

TIGHE

Laura F. Hood, Legal Assistant to Ian D. McVey and Kathleen M. McDaniel

Callison Tighe & Robinson, LLC
1812 Lincoln Street
P.O. Box 1390
Columbia, SC 29202-1390

P: 803.404.6900 F: 803.404-6901
Email: LauraHood@callisontighe.com

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EXHIBIT

O

In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

Kathleen McDaniel

August 02, 2016

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down, that your handwriting is on Defendant's Exhibit Number 8, where you wrote Lafayette Life product, simple premium annuity, that was a $500,000 miscellaneous debit and you wrote down the Lafayette product premium annuity. Could I ask you why did you write that down?

A. Yes, someone told me that that was what it was for.

Q. Someone from the bank?

A. Yes. And I can't remember if it was Mr. Hiott or Mr. Williams, but that was -- when I saw miscellaneous debit of $500,000 I obviously had some questions and said, can you please tell me what that was for and someone, like I said, I can't remember if it was Mr. Williams or Mr. Hiott, that's what I was informed that the debit was for.

Q. Had you at that point ever heard of someone named Joe Crosby?

A. No.

Q. Did his name come up during the conversations that you had with the bank?

A. No.

Q. At any time?

A. No.

Q. So someone from the bank told you,

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EXHIBIT

P

Kathleen M. McDaniel - Attorney
Ph: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

TIGHE

February 17, 2011

Via facsimile only (864-882-2705)
James Louis Williams, Esq ("Jim")
Derrick Ritter Williams & Morris PA
107 North Fairplay Street
Seneca, SC 29678

Re: Debi Baker-Brookshire
Our File No.: 1345.001

Dear Mr. Williams:

I am writing to follow up on our telephone conversation this afternoon. Please close Ms. Baker-Brookshire's account with Community First Bank and prepare a check made out to Debi Baker-Brookshire for all funds remaining in the account. I will personally pick up the check when I meet with you on Tuesday, February 22, 2011, and deliver it to Ms. Baker-Brookshire.

Sincerely,
CALLISON TIGHE & ROBINSON, LLC

Kathleen M. McDaniel

cc: Debi Baker-Brookshire (via U.S Mail)

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CALLISONTIGHE.COM
1812 Lincoln Street PO Box 1390 Columbia South Carolina 29202
PHONE 803.404.6900 FACSIMILE 803.404.6902

EXHIBIT

Q

Kathleen M. McDaniel - Attorney
Ph: 803-404-6900
Fax: 803-404-6901
kathleenmcdaniel@callisontighe.com

TIGHE

March 11, 2011

James Louis Williams, Esq. ("Jim")
Derrick Ritter Williams & Morris PA
107 North Fairplay Street
Seneca, SC 29678

Re: Debi Baker-Brookshire
Our File No.: 1345.001

Dear Mr. Williams:

I am writing to inform you that this law firm no longer represents Ms. Debi Baker-Brookshire in any matters. Mr. Hiott agreed to provide the following documents regarding Ms. Baker-Brookshire's account to me at our meeting on February 22, 2011:

1. Copies of Ms. Baker-Brookshire's monthly account statements for December 2010 through current.

2. Copies of cancelled checks or wire transfer requests for all transfers out of Ms. Baker-Brookshire's account $50,000.00 or greater.

3. Copies of all documentation regarding the purchase and subsequent cashing out of a single-premium annuity purchased by Mr. Hiott for Ms. Baker-Brookshire.

As of today's date, I have not received this information. Please provide this information to directly to Ms. Baker-Brookshire at her home address of 573 Colonial Drive, Hilton Head Island, South Carolina, 29926.

With kind regards, I am

Sincerely,

CALLISON TIGHE & ROBINSON, LLC

Kathleen M. McDaniel

cc: Debi Baker-Brookshire (via U.S Mail)

Giese-CFB 1255

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EXHIBIT

R

Tabor Investigative & Consulting Services, LLC

FAX TRANSMITTAL SHEET

DATE: November 27, 2012

TRANSMITTED TO: Community First Bank

ATTENTION: Carol Wilson

FAX NUMBER: 864-638-4604

RE: Authorization To Release Information

TRANSMITTED FROM: Tabor Investigative & Consulting Services, LLC

FAX NUMBER: (803) 783-5962

COMMENTS: As per your request included in this facsimile transmission is the release regarding the account information relating to Debi Baker Brookshire. After your review of this document please let me know what the next step is that needs to be taken in order to meet with you in regard to the $500,000 miscellaneous debit that was made on July 12, 2007.

Total number of pages including this sheet: 2

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THE GIESE LAW FIRM, LLC
1315 BLANDING STREET
COLUMBIA, SC 29201
803-708-6767

W. BARNEY GIESE, ESQ.
KEITH GIESE, ESQ.
JUSTIN M. KATA, ESQ.
RENAE ALT-SUMMERS, ESQ.

Authorization to Release Information

I hereby authorize the release of any information, (medical, vocational, legal, financial, insurance, etc.), to the office of my attorney, The Giese Law Firm, LLC, which my attorney or his staff may request. A copy of this release shall be as valid as the original.

My records are under the name of Debi Baker Brookshire

Debi Baker Brookshire
Signature

[redacted]
Social Security Number

Dated: 8/30/2011

Charlotte Giese

CHARLOTTE GIESE
Notary Public, State of South ...
My Commission Expires ...

CHARLOTTE GIESE
Notary Public, State of South Carolina
My Commission Expires 1/24/2021

Giese-CFB 1258

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TABOR INVESTIGATIVE & CONSULTING SERVICES, LLC
REPORT FORM

			CASE NUMBER	2011-0067	
DATE	November 27, 2012	TIME			
SUBJECT OF INVESTIGATION	Community First Bank-$500,000 Miscellaneous Debit				
INVESTIGATION REQUESTED BY	Debra Ann Baker Brookshire				
CLIENT'S NAME	Same	DOB		SSN	
ADDRESS	573 Colonial Drive				
CITY	Hilton Head	STATE	SC	ZIP CODE	29926
HOME TELEPHONE	843-681-5588	CELLULAR TELEPHONE	843-415-5713		

NARRATIVE:

On November 27, 2012, Carol Wilson, Community First Bank, was telephonically contacted in regard to the $500,000 miscellaneous debit that took place on July 12, 2007. Wilson was advised that Debi Baker-Brookshire had signed an Authorization to Release Records in regard to the account previously maintained by Community First Bank. Wilson requested that the authorization be faxed to her for review and that she would contact after such.

Giese-CFB 1405

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EXHIBIT

S

THE GIESE LAW FIRM, LLC
1315 BLANDING STREET
COLUMBIA, SC 29201
803-708-6767

W. BARNEY GIESE, ESQ.
KEITH GIESE, ESQ.
JUSTIN M. KATA, ESQ.
KELLY L. GIESE, ESQ.

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March 19, 2013
VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Ben Hiott, Senior Vice President
Community First Bank
3685 Blue Ridge Blvd.
Walhalla, South Carolina 29691

In re: Debi Baker Brookshire
Acct. No: 300701950

Dear Mr. Hiott:

Please be advised that this office has been retained to represent Ms. Debi Baker Brookshire. It has been brought to our attention that there are issues concerning a previous trust account held by Ms. Baker Brookshire at your financial institution and therefore, at this time, Ms. Baker Brookshire respectfully requests a copy of her entire file from the date of creation to the date of termination associated with the above referenced trust account. As stated in the Power of Attorney that was in place when Ms. Baker Brookshire had her trust account with First Community Bank, Ms. Baker Brookshire is entitled to a full accounting whenever a request is made by her or any authorized personal representative. Per your convenience, I have attached a copy of the Power of Attorney, entered into by Ms. Baker Brookshire on May 25, 2007, appointing Ben Hiott as her Agent. It states, "[m]y Agent shall provide an accounting for all funds handled and all acts performed as my Agent, if I so request or if such request is made by any authorized personal representative of fiduciary acting on my behalf."

Specifically, we are requesting all paperwork in relation to any and all "miscellaneous debits" on this trust account. We are aware that previous requests have been made to obtain these documents, the most recent request taking place on November 27, 2012, in which Tabor Investigative & Consulting Services, LLC faxed an "Authorization To Release Information" signed by Ms. Baker Brookshire along with a request for a meeting to discuss the $500, 000 miscellaneous debit that was made on July 12, 2007, attached hereto. Carol Wilson responded that the request had been furnished to the institution's attorney, however she did not know the name of that individual. Ms. Wilson said that she would seek out an answer to the request made by Tabor Investigative & Consulting Services, LLC. As of March 15, 2013, Tabor Investigative & Consulting Services is still waiting for an answer from both Ms. Wilson and Community First's counsel.

EXHIBIT

T

THE GIESE LAW FIRM, LLC
1315 BLANDING STREET
COLUMBIA, SC 29201
803-708-6767

W. BARNEY GIESE, ESQ.
KEITH GIESE, ESQ.
KELLY L. GIESE, ESQ.
JUSTIN M. KATA, ESQ.
RENAE ALT-SUMMERS, ESQ.

June 14, 2013

James Louis Williams, Esq.
Derrick Ritter Williams & Morris PA
107 North Fairplay Street
Seneca, SC 29678

Re: Community First Bank

Dear Mr. Williams:

Please be advised that this office has been retained to represent Ms. Debi Baker Brookshire. Ms. Baker Brookshire previously held a trust account with your client's institution. We have been inquiring into a miscellaneous debit on this former account.

On March 19, 2013, my office sent a letter to Ben Hiott via certified mail return receipt requested which he received on March 21, 2013. In this letter, we requested a full accounting of Ms. Baker Brookshire's trust account, which we have not received. I have attached this letter for your convenience. Subsequently, Mr. Hiott called my office and we discussed what my intentions were with regards to meeting with him in the near future. I informed him that Ms. Baker Brookshire opened her account on June 29, 2007 with an opening balance of $1,172,450.39. Approximately thirteen days after the account had been opened, a miscellaneous debit in the amount of $500, 000 was withdrawn as a counter withdrawal by Ben Hiott, who had Power of Attorney over Ms. Baker Brookshire's trust account at the time. I have attached both the handwritten debit transaction form and the Power of Attorney for your convenience. During our phone call, Mr. Hiott assured me that the $500,000 miscellaneous debit was used to purchase annuities in Jordan and Laura Ann Blackwell's names from Nationwide Insurance Company. I have since checked with Nationwide and they have no records of any annuities in these names.

On May 7, 2013, I, along with Billy Tabor of Tabor Investigative and Consulting Services, met with Ben Hiott at his office. I asked for an explanation and any paperwork connected with the $500,000 miscellaneous debit that was made on July 12, 2007. Mr. Hiott relayed to us that he wrote a check to Mr. Holcombe of Holcombe Insurance Agency in Easley, SC and that Mr. Holcombe in turn purchased two annuities in the names of Jordan Taylor

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Blackwell and Laura Ann Elizabeth Blackwell from Lafayette Life Insurance Company. I asked for a copy of the check and any paperwork that is related to these annuities and have yet to receive any documents.

At this time, we are, once again, requesting a full accounting of Ms. Baker Brookshire's previously held trust account at your client's institution. Please forward me a bill for any reasonable copying charges that this request may incur.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

With warm regards, I am

W. Barney Giese

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EXHIBIT

U

Information requested:

Account of amounts and purpose of Debi's withdrawls from her BB&T account(s)

Copy of her tax returns since 2009

Copy of her DSS reports

Asked her to be drug tested

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V

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In the Matter Of:

Brookshire, Debi Baker v Community First Bank, Inc., et al

Joseph Crosby - Videotape

April 29, 2016

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Q Of this alleged loan that Ms. Brookshire allegedly gave you --

A Sure.

Q -- did you ever sign any paperwork involving the loan?

A No.

Q Did you ever see any paperwork involving this alleged loan?

A Just him -- you know, just what we was looking at now, yeah. No. We didn't sign like a, you know, like a note, no. No.

Q So you never signed a note. You never saw paperwork.

Did you ever meet Ms. Brookshire?

A No.

Q Never -- ever speak with her?

A No.

Q All right. Now, you had numerous other loans, and I'm going to go over those --

A Sure.

Q -- at some point.

But of those other loans that you -- that you had through the banks and through whoever, did you ever not sign paperwork for any of those loans?

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