



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Perry H. Gravely, Circuit Judge

Appellate Case No. 2018-002070

RECEIVED
DEC 02 2019
SC Court of Appeals

Wells Fargo Bank, N.A.,.....Respondent,

v.

D. Bruce Wolff,.....Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A No: 2017-CP-40-03865
	)	
Wells Fargo Bank, N.A.,	)	
	)	
Plaintiff,	)	ORDER GRANTING SUMMARY
vs.	)	JUDGMENT
	)	
D. Bruce Wolff,	)	
	)	
Defendant.	)	
	)	

This matter came before me pursuant to Plaintiff's Motion for Summary Judgment on Monday, August 6, 2018. Present was Theodore von Keller, attorney for Plaintiff, the Defendant appeared pro se, as per the order filed. After consideration of the pleadings, the arguments presented and the various submissions by both parties, and construing all ambiguities, conclusions, and inferences arising from the evidence against the moving party, the court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. That on April 14, 1999, the Defendant Bruce D Wolff entered into a Business BankLine of Credit with Wachovia Bank in the amount of \$78,000.
2. That by the express terms of the Wachovia Business BankLine Note and Agreement, "the borrower agrees to pay a finance charge calculated under the formula set out in the variable-rate paragraph below".
3. That on April 15, 1999, the Defendant took a Line of Credit Direct Advance in the amount of \$78,000.
4. That the Defendant has admitted in both his answer and affidavit that he obtained the Line of Credit and received the \$78,000 advance.
5. That in 2010 Wells Fargo acquired the assets of Wachovia Bank and transitioned all Wachovia accounts to Wells Fargo.
6. That Mr. Wolff's account was transitioned as a variable interest rate account, as it had been under Wachovia.
7. That in order for a previous Wachovia account to be accepted by Wells Fargo, the customer was provided with an Authorization Form setting forth the new terms and conditions of Wells Fargo BusinessLine Customer Agreement.
8. That the Defendant executed the authorization form on November 29, 2010.
9. That by signing the Authorization Form, the Defendant consented to and accepted the terms and conditions of the Wells Fargo BusinessLine Customer Agreement.
10. That Defendant admits in his affidavit that he executed the Authorization Form and utilized the Line of Credit after transition to Wells Fargo.
11. That under the express terms of the BusinessLine Customer Agreement with Wells Fargo effective April 1, 2010, the document stated that "if your account is subject to a

variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo prime rate in effect during the determination date range and adding a spread. The Bank initially determines your spread based on the evaluation of your credit risk. The Bank may subsequently change and spread at Bank's sole discretion".

12. That the Defendant continue to utilize the Line of Credit and continue to make purchases and payments up to and including October 30, 2015.
13. That in the monthly statement dated May 4, 2012, the Defendant was advised "beginning with your June 2012 statement a new interest rate will apply. Please refer to the letter mailed in April or the enclosure for the changes to your business line account".
14. That contemporaneously with the May 4, 2012 notice, a letter was mailed to Mr. Wolff advising him that the interest rate was going to increase and that he could elect to either close the account and pay it off or accept the new terms.
15. That the Defendant continued to utilize the Line of Credit.
16. That the monthly statement to Defendant dated June 5, 2012 reflected the increase in the interest rate from 3.75% to 6.25%.
17. That the increase in the interest rate reflected an evaluation of the credit risk of Mr. Wolff and the fact that only minimal payments were being received and the balance was \$74,940.26.
18. That the monthly statement dated September 4, 2013 informed the Defendant that "beginning with your October 2013 statement a new interest rate will apply. Please refer to the letter mailed in July are the enclosure for the changes to your business line account".
19. That the monthly statement dated October 3, 2013 reflecting an increase in the annual interest rate from 6 to 7.25%.
20. On or about December 16, 2015 the Wells Fargo Prime rate increased by .25%.
21. That effective with the January 5, 2016 statement the Defendant's interest rate was increased from 7.25% to 7.5%.
22. That the BusinessLine Customer Agreement informed Mr. Wolff that the "daily finance charge rate shown on your statement may or may not change in the month following a change in the Wells Fargo prime rate".
23. That the last payment received by the Defendant was on October 30, 2015.
24. That by letter dated March 17, 2017, Plaintiff made demand on Defendant for the \$70,473.34 owing under the BusinessLine Line of Credit.
25. The court finds as a fact that the Plaintiff has met its burden of proof in this breach of contract action by establishing the contract, its breach and the damages caused by such breach.
26. That there is currently past due and owing the amount of \$70,473.34 in unpaid charges on the Line of Credit.
27. The Court finds as fact that the affidavit of the Defendant is insufficient to create a genuine issue of fact necessary to defeat Plaintiff's Motion for Summary Judgment due to a total absence of competent evidence showing that Defendant did not enter into the BusinessLine Line of Credit and thereafter utilize the Line of Credit with Plaintiff or that the sum sought by Plaintiff is inaccurate.

28. At the Motion for Summary Judgment hearing, the Defendant indicated to the court that he intended to amend his answer to assert a counterclaim, however, the Defendant filed his initial pro se answer on July 24, 2017 and obtained a continuance at the first Motion for Summary Judgment hearing on May 22, 2018 indicating that he desired counsel, which he did not. The court finds as a fact therefore that the Defendant has unreasonably delayed in seeking to amend his pleadings and that any amendment would prejudice Plaintiff.

CONCLUSIONS OF LAW

1. When a motion for summary judgment is made and supported as provided by rule 56 SCR CP, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in rule 56, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate shall be entered against him. Rule 56(e) SCRCP.
2. When plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. Moore v. Barony House Restaurant, LLC, WL 596610 (S.C. App. 2009).
3. In a breach of contract action the burden is upon the Plaintiff to prove the contract, its breach and the damages caused by such breach. Fuller v. E. Fire & Cas. Ins. Co., 240 S.C. 75, 89, 124 S.E. 2d 602,610 (1967).
4. A party may amend his pleadings only by leave of the court or by written consent of the adverse party; and leave shall be freely given when justice so requires and not prejudice the other party. Rule 15 (a) SCRCP.
5. In order to defeat a properly supported motion for Summary Judgment, a Defendant must submit an affidavit with complete evidence to create a genuine issue of fact. Baughman v. American Tel. & Tel.Co. 410 SE 2d 537 (1991 SC).

WHEREFORE,

1. Plaintiff's Motion for Summary Judgment is granted.
2. Defendant's oral Motion to Amend his answer is denied.
3. Judgment is awarded to Plaintiff in the amount of \$70,473.34.

AND IT IS SO ORDERED

August 10, 2018

Presiding Judge Perry H Gravely

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017-CP-40-03865

Wells Fargo Bank, N.A.

D. Bruce Wolff

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Theodore von Keller Bar No. 5718

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

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	
Wells Fargo Bank, N.A.	D. Bruce Wolff	\$70,473.34
If applicable, describe the property, including tax map information and address, referenced in the order:		

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

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE

(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.

8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.
9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Richland Common Pleas

Case Caption: Wells Fargo Bank N A vs D Bruce Wolff

Case Number: 2017CP4003865

Type: Order/Summary Judgment

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2018-08-14 14:56:08 page 9 of 9

ELECTRONICALLY FILED - 2018 Aug 14 3:43 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4003865

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A No: 2017-CP-40-03865
	)	
Wells Fargo Bank, N.A.,	)	
	)	
Plaintiff,	)	ORDER
vs.	)	
	)	
D. Bruce Wolff,	)	
	)	
Defendant.	)	

This matter is before the court on the Motion to Reconsider filed by Defendant on August 24, 2018. The court has reviewed the record and the submissions of the party and denies the motion.

From a review of the record it appears that this action was commenced by the filing of the Summons and Complaint on June 22, 2017. The Defendant filed a pro se answer on July 24, 2017, setting forth his defenses to the action. Plaintiff filed a Motion for Summary Judgment on February 14, 2018 and submitted a supplemental affidavit on April 12, 2018. At the hearing on May 22, 2018 the Defendant appeared and requested a continuance in order to obtain counsel. By order dated May 23, 2018, the Court directed that any new counsel must file a notice of appearance by June 22, 2018 or the Defendant was to continue to proceed pro se. On July 11, 2018, having received no notice of appearance by any attorney, Plaintiff's counsel served a notice of hearing on Defendant. On August 2, 2018, the Defendant filed his affidavits in opposition to the Motion for Summary Judgment. Defendant was present at the August 6, 2018 and orally opposed the motion. Throughout the litigation the Defendant vigorously opposed the action and presented his defenses. The court considered the evidence submitted and granted the Motion for Summary Judgment.

It is elementary that a party cannot use a motion to alter or amend the judgment to present to the lower court, an issue the party could have raised prior to judgment but did not. Gartside v. Gartside, 383 S. C. 35, 677 S. E. 2d 621 (S. C. App. 2009).

Defendant has failed to point to any error of law or misapprehension of fact. Defendant never made nor filed a motion to amend. The motion to reconsider is denied.

Presiding Judge Perry H. Gravely

Columbia, South Carolina
October 31, 2018



Richland Common Pleas

Case Caption: Wells Fargo Bank N A vs D Bruce Wolff

Case Number: 2017CP4003865

Type: Order/Other

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2018-10-31 15:29:03 page 2 of 2

ELECTRONICALLY FILED - 2018 Nov 01 8:57 AM - RICHLAND - COMMON PLEAS - CASE#2017CP4003865

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2017CP4003865

Wells Fargo Bank N A
PLAINTIFF(S)

D Bruce Wolff
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

Plaintiff's Motion for Summary Judgment is continued. Defendant shall obtain counsel within 30 days, not later than June 22, 2018 or proceed pro se. The motion shall be rescheduled within 20 days after June 22, 2018 or the next term of non-jury motions. Once Defendant has an attorney, notice of appearance shall be filed with the court and a copy sent to Plaintiff attorney.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 05/22/2018 .

D Bruce Wolff for D Bruce Wolff
D Bruce Wolff for D Bruce Wolff

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Richland Common Pleas

Case Caption: Wells Fargo Bank N A vs D Bruce Wolff
Case Number: 2017CP4003865
Type: Order/Electronic Form 4

IT IS SO ORDERED!

s/ Alison Renee Lee

Electronically signed on 2018-05-22 16:47:18 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.

Plaintiff(s)

vs.

D. Bruce Wolff

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2017-CP - 40- 03865

Submitted By: Theodore von Keller
Address: Crawford & von Keller
1640 St. Julian Place
Columbia, SC 29204

SC Bar #: 5718
Telephone #: 803-790-2626
Fax #: 803-790-1277

Other:
E-mail: ted@crawfordvk.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|--|
| Contracts
☐ Constructions (100)
☒ Debt Collection (110)
☐ General (130)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture—Consent Order (850)
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☒ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in
an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

Submitting Party Signature: _____

Date: June 22, 2017

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

D. Bruce Wolff,)

Defendants.)

IN THE COURT OF COMMON PLEAS

C/A No: _____

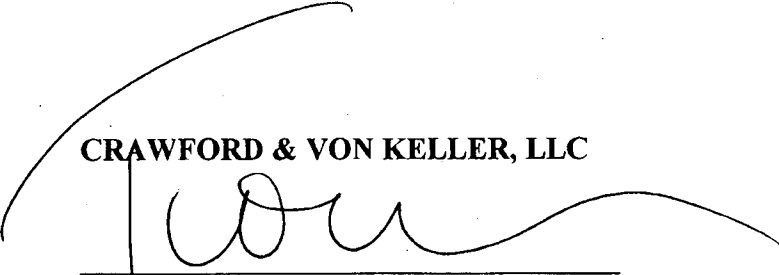
**SUMMONS
(COLLECTIONS)
(NON-JURY)**

RICHLAND COUNTY
FILED
2017 JUN 22 PM 1:38
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

TO: THE DEFENDANT NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your answer on the subscribers at Post Office Box 4216, Columbia, South Carolina 29204, within thirty (30) days after the service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for judgment by default for the relief demanded in the Complaint.

CRAWFORD & VON KELLER, LLC


B. Lindsay Crawford, III

Theodore von Keller

Sara C. Hutchins

B. Lindsay Crawford, IV

Post Office Box 4216

Columbia, South Carolina 29204

Telephone: (803) 790-2626

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina

June 22, 2017

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

D. Bruce Wolff,)

Defendants.)

IN THE COURT OF COMMON PLEAS

C/A No: _____

COMPLAINT
(COLLECTIONS)
(NON-JURY)

RICHLAND COUNTY
FILED
2017 JUN 22 PM 1:38
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

The Plaintiff, complaining of the above-named Defendants, would respectfully show unto this Court:

1. That the Plaintiff is a corporation organized and existing pursuant to the laws of one of the states of the United States.
2. That on information and belief, the Defendant D. Bruce Wolff (hereinafter "Defendant") is a resident of Richland County, South Carolina.
3. This Court has jurisdiction over the subject matter and parties to this action pursuant to South Carolina Code Annotated sections 36-2-802 and 36-2-803(a)(1) and (7).

AS A FIRST CAUSE OF ACTION

4. That on or about April 14, 1999, the Defendant made, executed and delivered to Wachovia Bank, N.A. for valid consideration given, a certain Business BankLine Note and Agreement, Wells Fargo Bank, N.A. is successor and interest to Wachovia Bank, N.A. As a result of the Application (hereinafter the "Contract"), Defendant received the amount of credit set forth in the Contract. Defendant promised to pay the amounts advanced under the Contract. A copy of the Contract is attached as EXHIBIT A.

5. That on or about November 29, 2010 the Defendant signed the Wells Fargo Authorization Form converting the business line of credit from Wachovia Bank, N.A. to a Wells Fargo Bank, N.A. Business Line of Credit. A copy of the Wells Fargo Authorization Form is attached as EXHIBIT B.

6. This Contract was a business line of credit and, as such, no Notice of Default and Right to Cure is required.

7. Plaintiff seeks to exercise its rights under the terms of the Contract.

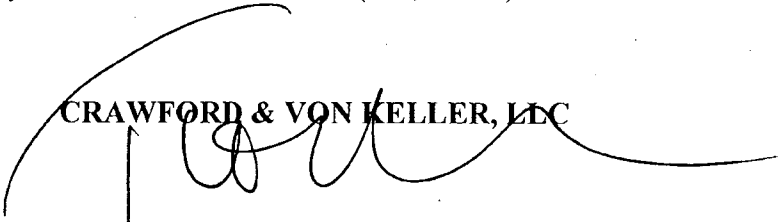
8. Pursuant to its rights under the Contract, Plaintiff has elected to declare all sums due under the Contract at once due and payable reserving, however, any and all other rights and remedies Plaintiff may have.

9. Plaintiff has made demand for payment, and Defendant has failed and refused, and continues to fail and refuse, to pay said indebtedness.

10. Plaintiff has placed this matter with the undersigned attorneys for collection.

11. Plaintiff is informed and believes that it is entitled to judgment against the Defendants in the amount of \$70,473.34 incurred in this matter.

WHEREFORE, the Plaintiff prays for a judgment against the Defendant in the sum of Seventy Thousand Four Hundred Seventy-Three Dollars and 34/100 (\$70,473.34) Dollars.


CRAWFORD & VON KELLER, LLC

B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
B. Lindsay Crawford, IV
Post Office Box 4216
Columbia, South Carolina 29204
Telephone: (803) 790-2626

Columbia, South Carolina

Exhibit A

Business BankLine Note and Agreement

State: South Carolina

City: Columbia

Borrower: D. Bruce Wolff

Taxpayer ID: [REDACTED]

Account Number: [REDACTED] Credit Limit: \$78,000.00

Date: April 14, 1999

Wachovia Bank, N.A. (the "Lender") hereby extends a Business BankLine line of credit (the "Account") to the Borrower upon the terms and conditions set forth in this Business BankLine Note and Agreement (this "Agreement"). The Borrower may, from time to time, borrow, repay and reborrow amounts under the Account provided the aggregate outstanding balance of all such amounts does not exceed the Credit Limit set forth above.

☐ If checked, this Account is granted by the Lender independent of any checking account. If unchecked, the Account is granted in connection with the Borrower's Wachovia checking account with the Account Number indicated above.

☒ Repayment. The Borrower unconditionally (and if more than one, jointly and severally) promises to pay to the order of the Lender, without offset or deduction, all amounts loaned (advanced) to the Borrower under the Agreement, together with the Finance Charge (as defined below) and all other amounts becoming due in connection with this Agreement, upon demand. In addition, the Borrower agrees to pay to the Lender the following minimum amounts by the due dates shown on the periodic statements that the Lender will send to the Borrower from time to time:

☐ 3% of the balance monthly. Payments will be due monthly and will be equal to 3% of the outstanding balance on the Account or \$10, whichever is greater. The outstanding balance includes unpaid principal balance, Finance Charge, and Delinquency Charge (as defined below).

☐ 9% of the balance quarterly. Account statement will be generated monthly; however, payments will be due quarterly and will be equal to 9% of the outstanding balance on the Account or \$30, whichever is greater. The outstanding balance includes unpaid principal balance, Finance Charge, and Delinquency Charge.

☐ Monthly Interest-Only Payments. Payment will be due monthly and will be equal to the Finance Charge that accrued on the unpaid principal balance during the preceding monthly billing cycle, plus any unpaid charges (including Delinquency Charges), or \$10, whichever is greater.

☒ Quarterly Interest-Only Payments. Account statement will be generated monthly; however, payment will be due quarterly and will be equal to the Finance Charge that accrued on the unpaid principal balance during the preceding quarter, plus any unpaid charges (including Delinquency Charges), or \$30 whichever is greater.

As used herein, the term "billing cycle" means the interval between the dates of the periodic statements which are issued monthly, whether the Borrower's payment plan provides for monthly or quarterly payments. Under the monthly interest-only payment option and the quarterly interest-only payment option, the minimum payment will not reduce the principal outstanding on the Account unless the amount of interest due each month is less than \$10 or each quarter is less than \$30.

Finance Charge (Interest). The Borrower agrees to pay a Finance Charge calculated under the formula set out in the Variable Rate paragraph below. There will be no Finance Charge until a loan is made on the Account and then a Finance Charge will be imposed on the average of the daily principal balances outstanding on the Account (average daily balance) for the number of days in the billing cycle. The Finance Charge will be calculated for the entire billing cycle based on the periodic rate in effect at the end of the billing cycle. (a) The Finance Charge on each advance to the Account begins to accrue on the date of each such advance. No time period exists within which any credit extended may be repaid without incurring a Finance Charge. (b) The interest rate applicable to the Account will increase if the lowest Prime Rate listed in the Money Rate section of the Eastern Edition of *The Wall Street Journal* increases. If *The Wall Street Journal* Prime Rate decreases the interest rate will be reduced. (c) The Lender computes the Finance Charge on the Account by applying the periodic rate to the average daily balance of the Account (including current transactions). The daily balance of the Account is computed at the end of each banking day by deducting from the previous daily balance the amount of all payments, credits, unpaid Finance Charge, and delinquency charges, and adding the amount of any new loans to determine the daily balance. The daily balances for the billing cycle are added up and the total divided by the number of days in the billing cycle. This result is the average daily balance. (d) The amount of the Finance Charge will be determined (monthly when the Account statement is rendered) by multiplying the average daily balance by the number of days in the billing cycle, and by multiplying the product by the daily periodic rate.

Variable Rate: The Annual Percentage Rate for each billing cycle will be 0.5000 % in excess of the lowest Prime Rate listed in the Money Rate section of the Eastern Edition of *The Wall Street Journal* as of five (5) banking days before the beginning of the calendar month during which the billing cycle begins (the "WSJ Prime Rate"). The periodic payment will increase if the WSJ Prime Rate increases unless the periodic payment is the minimum amount. There is no limitation on such increase except such limitations as may be imposed by law. If the Account is declared due and payable upon default, the Lender will compute the Finance Charge for each billing cycle at a rate per annum equal to 18.0 %, not to exceed the maximum rate permitted by applicable law.

Commitment Fee. A fee of \$100.00 or waived % of the credit limit of the Account shall be due and payable to the Lender as of the date this Agreement is executed.

Annual (Renewal) Fee. A fee of \$100.00 or waived % of the credit limit of the Account shall be due and payable to the Lender each year on the anniversary date of the Agreement. The Lender may, at its option charge the Commitment Fee or Annual Fee directly to the Account when due. To the extent not prohibited by applicable law as amended from time to time, the Lender may at any time change the amount and timing of such fees, and will provide advance written notice of such changes.

Prepayment. Prepayment of all or any portion of the amounts outstanding on the Account may be made at any time. Payment shall be applied first to unpaid Finance Charge, then to Delinquency Charge, and then to the outstanding principal balance on the Account.

☐ If checked, the terms and conditions in a Commitment Letter dated _____ from the Lender to the Borrower, as the same may be amended, extended or replaced from time to time, shall be considered a part hereof to the same extent as if written herein.

Loan Advances. If the Account is administered in connection with the Borrower's Wachovia checking account: (a) Loans may be obtained by requesting an advance or by automatic deposit to the checking account when the checking account is overdrawn. (b) All advances made to the Borrower by automatic deposit to the checking account will be in \$100.00 increments. (c) Unless otherwise agreed by the parties, all repayments to the Account will be by an automatic monthly or quarterly debit of the checking account used in connection with the Account. (d) The Lender may, if available and at its option, issue to the Borrower upon request a Banking Card ("Card"), Identification number, or other access device to allow borrowings on the Account through automated teller machines, electronic terminals, telephones, computers or other media. (e) If a Special Check (as hereinafter defined) is written for an amount which would result in the credit limit being exceeded, the Lender may process the Special Check as any other regular check drawn on the checking account. (f) The terms and conditions of the checking account agreement, the Card agreement, and all other agreements with the Lender shall be applicable to the use of the Account, and shall serve to supplement this Agreement.

Special Checks. The Lender may issue "Special Checks" which may be used to obtain a loan directly from the Account up to the credit limit established for the Account. These Special Checks can be used like any other checks except they may not be used to pay any amount owed under this Agreement. When a Special Check is used, the Lender will lend the exact amount of the Special Check up to the maximum credit limit. The Borrower will not write Special Checks or otherwise obtain loans that will cause the Account to exceed the credit limit approved by the Lender, but if the Lender does permit the Borrower to exceed the credit limit, the Borrower will immediately pay the excess on the Lender's demand. The Borrower agrees to execute such other documents as the Lender may reasonably request to effectuate the purposes of this Agreement. The Borrower shall be liable for all advances made on the Account by use of Special Checks, Cards or otherwise by any person directly or indirectly authorized to make withdrawals on any checking account administered in connection with this Account.

Delinquency Charge. To the extent not prohibited by applicable law as amended from time to time, a delinquency charge will be assessed on the Account as follows: A Delinquency Charge equal to \$5.00 or 5% of the required payment, whichever is greater, will be assessed on the Account if payment is received more than ten (10) days after the payment due date. Lender may at any time change the amount and timing of such Delinquency Charges, and will provide advance written notice of such changes.

Termination. The Borrower may terminate the Account at any time by notifying the Lender in writing and returning all Special Checks and Cards, if issued. The Lender may also terminate this Account at any time. In either case, as of the date of such termination, the Lender shall have no obligation to make further advances on the Account or to honor checks written, and the Borrower will immediately pay all amounts owed to the Lender on the Account.

Security Interest: All property described or referenced in this paragraph, in which the Lender is granted a security interest hereunder, is herein collectively referred to as the "Collateral". In addition to any other Collateral specified herein and in other agreements, to secure the indebtedness evidenced by this Agreement, together with any extensions, modifications, or renewals thereof, in whole or in part, as well as all other indebtedness, obligations and liabilities of the Borrower to the Lender, now existing or hereafter incurred or arising (hereinafter sometimes referred to as the "Obligations"), the Borrower and all other pledgors of the Collateral to this Agreement (hereafter collectively the "Pledgor") hereby grants to the Lender a security interest in and security title to, and hereby assign, pledge, transfer and convey to the Lender the following described property:

Collateral more particularly described in Securities Pledge Agreement dated April 14, 1999 between Borrower and Lender

whether now owned or hereafter acquired, together with any and all additions and accessions thereto or replacements thereof. For purposes hereof, the term "Obligations" shall not include (a) consumer credit as defined in Federal Reserve Board Regulation Z or (b) non-consumer credit if under applicable state law the maximum interest rate for such credit is reduced when secured. In addition, to the extent not prohibited by law, the Borrower hereby grants to the Lender a security interest in and security title to, and does hereby assign, pledge, transfer and convey to the Lender, (i) all other property of the Borrower of every kind or description now or hereafter in the possession or control of the Lender, exclusive of any such property in the possession or control of the Lender as a fiduciary other than as agent, for any reason including, without limitation, all cash, stock or other dividends and all proceeds thereof, and all rights to subscribe for securities incident thereto and any substitutions or replacements for, or other rights in connection with, any of the Collateral and (ii) any balance or deposit accounts of the Borrower, whether such accounts be general or special, or individual or multiple party, and upon all drafts, notes, or other items deposited for collection or presented for payment by the Borrower with the Lender, and the Lender may at any time, without demand or notice, appropriate and apply any of such to the payment of any of the Obligations, whether or not due.

Margin Requirements. The Borrower agrees that the amount of the credit limit on the Account, or the aggregate outstanding principal balance on the Account, whichever is greater, less the aggregate balances of all deposit accounts specifically described by account number above and maintained with the Lender and pledged to the Account, shall at no time exceed _____% of the aggregate Market Value (as hereinafter defined) of the Pledged Securities. "Market Value" shall mean the value of the Pledged Securities, and other Eligible Securities (as hereinafter defined) to be pledged hereunder as determined by the Lender in its sole discretion from time to time for purposes hereof. Upon notice by the Lender to the Borrower that the above described requirement is not satisfied, the Borrower will either (a) immediately repay the outstanding balance on the Account by that amount necessary to satisfy the above described requirement or (b) immediately deliver and pledge to Lender additional Eligible Securities sufficient in amount and Market Value to satisfy the above described requirement. Upon the delivery by the Borrower to the Lender of such Eligible Securities, such Eligible Securities shall be pledged to the Lender and shall constitute Collateral hereunder. "Eligible Securities" shall mean stocks and bonds or instruments satisfactory to the Lender in its sole discretion.

Covenants and Rights with Respect to Collateral. Pledgor agrees with Lender as follows:

(a) Unless an Event of Default (as hereinafter defined) shall have occurred, Pledgor shall be entitled to (i) vote any Pledged Securities and give any consents, waivers and ratifications in respect thereof, provided no vote shall be cast or consent, waiver or ratification given or action taken by the Pledgor which, in the sole judgment of the Lender, would impair the value or marketability of the Pledged Securities and (ii) receive all interest and/or cash dividends paid with respect to the Pledged Securities.

(b) If a stock dividend is declared or any stock split-up made or right to subscribe issued with respect to the Pledged Securities, Pledgor will cause all the

certificates for the shares representing such stock dividend or split-up or right to subscribe issued to or received by Pledgor, whether or not for value paid by Pledgor, to be promptly deposited with and pledged to the Lender hereunder. The Lender shall be deemed to have possession, control and custody of any securities actually in transit to it or to any of its officers or agents. Upon delivery thereof, such additional securities or property shall constitute Pledged Securities hereunder.

(c) So long as no Event of Default exists, Pledgor shall have the right to substitute Eligible Securities having a Market Value equal to or greater than the Pledged Securities which Pledgor seeks to release from the security interest and pledge evidenced hereby. By substituting such Eligible Securities, Pledgor shall be deemed to have granted the Lender a security interest in the Eligible Securities on the terms and conditions of this Agreement and such Eligible Securities shall constitute a portion of the Collateral for purposes of this Agreement.

(d) Pledgor agrees that all securities now or hereafter so deposited and pledged or substituted by Pledgor will be accompanied by proper instruments of assignment duly executed in blank by Pledgor, all as the Lender may require.

(e) If an Event of Default has occurred, Pledgor shall cooperate with and assist the Lender in its efforts to dispose of all or any portion of the Collateral.

(f) If at any time the Collateral pledged as security for any of the Obligations shall be or become unsatisfactory to the Lender or should the Lender deem itself insecure, the Borrower will immediately furnish such further property to be held by the Lender as if originally pledged as Collateral hereunder or make such payment on the Account as will be satisfactory to the Lender.

(g) The Lender shall have, but shall not be limited to, the following rights, each of which may be exercised at any time: (i) to transfer this Agreement and the Collateral, and any transferee shall have all the rights of the Lender hereunder and the Lender shall be thereafter relieved from any liability with respect to this Agreement and any Collateral so transferred; (ii) to transfer the whole or any part of the Collateral in the name of itself or its nominees; (iii) to vote any investment securities forming a part of the Collateral; (iv) to notify the Pledgor on any Collateral to make payment to the Lender of any amounts due thereon; (v) to execute at any time in the name of any party hereto and to file financing statements covering any of the Collateral; (vi) to receive or take control of any income or other proceeds of any of the Collateral; and (vii) to request and receive additional information from any party liable for all or any part of the Obligations, including, but not limited to current financial information.

Default and Remedies. Any of the following items (i) through and including (x) below shall constitute an Event of Default: Upon (i) any failure of any Obligor (which term shall include the Borrower and each endorser, surety or guarantor of this Agreement) to pay any of the Obligations when due or to observe or perform any agreement, covenant or promise hereunder or in any other agreement, note, instrument or certificate of any Obligor to the Lender, now existing or hereafter executed in connection with any of the Obligations; including, but not limited to, a loan agreement, if applicable, and any agreement guaranteeing payment of any of the Obligations; (ii) any default of any Obligor in the payment or performance of any other liabilities, indebtedness or obligations to any other creditor or to allow or permit any other liabilities, indebtedness or obligations to any other creditor to be accelerated; (iii) any failure of any Obligor to furnish the Lender additional information upon request, including, but not limited to current financial information; (iv) any failure of any Obligor or Pledgor to observe or perform any agreement, covenant or promise contained herein, or in any agreement, instrument or certificate executed in connection with the granting of a security interest in property to secure the Obligations; (v) any warranty, representation or statement made or furnished to the Lender by or on behalf of any Obligor or Pledgor in connection with the extension of credit evidenced by this Agreement proving to have been false in any material respect when made or furnished; (vi) any loss, theft, substantial damage, destruction, sale, foreclosure of or encumbrance to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon or the rendering of any judgment or lien or garnishment or attachment against any Obligor or his property, whether actual or threatened; (vii) the dissolution, change in control, termination of existence, insolvency, business failure, or appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws, state or federal, by or against, the Borrower or any other Obligor; (viii) any discontinuance or termination of any guaranty of any of the Obligations by a guarantor; (ix) any failure by the Borrower to observe the authorized credit limits on the Account; or (x) the Lender determining in good faith that the prospect of payment or performance hereunder is impaired or that there has been a material, adverse change in any Obligor's financial condition, thereupon, or at any time thereafter, to the extent permitted by law, the Lender at its option may terminate any obligation to extend any additional credit or make any other financial accommodation to the Borrower and/or may declare all of the Obligations to be immediately due and payable all without notice or demand, and shall have in addition to and independent of the right to declare the Obligations to be due and payable and any other rights of the Lender under this Agreement or any other agreement with any Obligor or any Pledgor, the remedies of a secured party under the Uniform Commercial Code of the State of South Carolina amended from time to time (the "Code"), including, without limitation thereto, the right to take possession of the Collateral, or the proceeds thereof and to sell or otherwise dispose thereof, and for this purpose, to sign in the name of any Obligor or Pledgor any transfer, conveyance or instrument necessary or appropriate in order for the Lender to sell or dispose of any of the Collateral. The rights of the Lender specified herein shall be in addition to, and not in limitation of the Lender's rights under the Code, or any other statute or rules of law conferring rights similar to those conferred by the Code, and under the provisions of any other instrument or agreement executed by the Borrower, any other Obligor, or any Pledgor to the Lender.

The security agreement set forth herein and the security interest in the Collateral created hereby shall terminate only when all of the Obligations have been indefeasibly paid in full and such payments are no longer subject to rescission, recovery or repayment upon the bankruptcy, insolvency, reorganization, moratorium, receivership or similar proceeding affecting the Borrower or any other Pledgor or Obligor.

No waiver by the Lender of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Borrower shall bind the heirs, legal representatives, successors and assigns of the Borrower.

All Obligors and Pledgors, whether bound by this or by separate instrument or agreement, shall be jointly and severally liable for the indebtedness evidenced by this Agreement and hereby severally (a) waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest and any and all other notices and demands whatsoever; (b) consent that at any time, or from time to time, payment of any sum payable under this Agreement may be extended without notice whether for a definite or indefinite time; and (c) agree to remain liable until all of the Obligations are paid in full notwithstanding any impairment, substitution, release or transfer of Collateral or any one or more Borrower or Obligor by the Lender, with or without consideration, or of any extension, modification or renewal. No conduct of the holder shall be deemed a waiver or release of such liability, unless the holder expressly releases such party in writing.

The Borrower shall pay to the Lender on demand all expenses, including reasonable attorneys' fees and expenses of legal counsel, incurred by the Lender in any way arising from or relating to the enforcement or attempted enforcement of the Agreement and any related guaranty, collateral document or other document and the collection or attempted collection, whether by litigation or otherwise, of the Agreement. Time is of the essence.

Pledgor hereby waives any action on delinquency in respect of the Obligations, including any right to require the Lender to sue or otherwise enforce payment thereof against any Obligor or any Collateral other than the Collateral pledged by Pledgor. Pledgor further waives any rights pursuant to any invalidity or disability in whole or in part with respect to the liability of any Obligor. Pledgor consents that, at any time, and from time to time, either with or without

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
Statement of Purpose for an Extension of Credit Secured by Margin Stock
(Federal Reserve Form U-1)

Wachovia Bank, N.A.

Name of Bank

This report is required by law (15 U.S.C. §78g and 78w; 12 CFR 221).

Public reporting burden for this collection of information is estimated to average 4.2 minutes (0.07 hours) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection

of information. Send comments regarding this burden estimate, including suggestions for reducing this burden, to Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, N.W., Washington, D.C. 20551; and to the Office of Management and Budget Paperwork Reduction Project (7100-0115), Washington, D.C. 20503.

Instructions

1. This form must be completed when a bank extends credit in excess of \$100,000 secured directly or indirectly, in whole or in part, by any margin stock.

2. The term "margin stock" is defined in Regulation U (12 CFR 221) and includes principally: (1) stocks that are registered on a national securities exchange or that are on the Federal Reserve Board's List of Marginable OTC Stocks; (2) debt securities (bonds) that are convertible into margin stocks; (3) any over-the-counter security designated as qualified for trading in the National Market System under a designation plan approved by the Securities and Exchange Commission (NMS Security); and (4) shares of most mutual funds, unless 95 per cent of the assets of the fund are continuously invested in U.S. government, agency, state, or municipal obligations.

3. Please print or type (if space is inadequate, attach separate sheet).

Part 1 To be completed by borrower(s)

1. What is the amount of the credit being extended? \$78,000.00

2. Will any part of this credit be used to purchase or carry margin stock? ☐ Yes ☒ No

If the answer is "no," describe the specific purpose of the credit. Working Capital

I (We) have read this form and certify that to the best of my (our) knowledge and belief the information given is true, accurate, and complete, and that the margin stock and any other securities collateralizing this credit are authentic, genuine, unaltered, and not stolen, forged, or counterfeit.

Signed:

D. Bruce Wolff
Borrower's signature

4/14/99
Date

Signed:

Borrower's signature

Date

D. Bruce Wolff

Print or type name

Print or type name

This form should not be signed if blank.

A borrower who falsely certifies the purpose of a credit on this form or otherwise willfully or intentionally evades the provisions of Regulation U will also violate Federal Reserve Regulation X, "Borrowers of Securities Credit".

Part II To be completed by bank only if the purpose of the credit is to purchase or carry margin securities (Part I (2) answered "yes")

1. List the margin stock securing this credit; do not include debt securities convertible into margin stock. The maximum loan value of margin stock is 50 percent of its current market value under the current Supplement to Regulation U.

No. of shares	Issue	Market price per share	Date and source of valuation (See note below)	Total market value per issue

2. List the debt securities convertible into margin stock securing this credit. The maximum loan value of such debt securities is 50 percent of the current market value under the current Supplement to Regulation U.

Principal amount	Issue	Market price	Date and source of valuation (See note below)	Total market value per issue

3. List other collateral including nonmargin stock securing this credit.

Describe briefly	Market price	Date and source of valuation (See note below)	Good faith loan value

Note: Bank need not complete "Date and source of valuation" if the market value was obtained from regularly published information in a journal of general circulation or an automated quotation system.

Part III To be signed by a bank officer in all instances.

I am a duly authorized representative of the bank and understand that this credit secured by margin stock may be subject to the credit restrictions of Regulation U. I have read this form and any attachments, and I have accepted the customer's statement in Part 1 in good faith as required by Regulation U*; and I certify that to the best of my knowledge and belief, all the information given is true, accurate, and complete. I also certify that if any securities that directly secure the credit are not or will not be registered in the name of the borrower or its nominee, I have or will cause to have examined the written consent of the registered owner to pledge such securities. I further certify that any securities that have been or will be physically delivered to the bank in connection with this credit have been or will be examined, that all validation procedures required by bank policy and the Securities Exchange Act of 1934 (section 17(f), as amended) have been or will be performed, and that I am satisfied to the best of my knowledge and belief that such securities are genuine and not stolen or forged and their faces have not been altered.

Signed: Wachovia Bank, N.A.

Date

Vice President

Title

Bank officer's signature

Tim Langfitt

Print or type name

*To accept the customer's statement in good faith, the officer of the bank must be alert to the circumstances surrounding the credit and, if in possession of any information that would cause a prudent person not to accept the statement without inquiry, must have investigated and be satisfied that the statement is truthful.

Among the facts which would require such investigation are receipt of the statement through the mail or from a third party.

This form must be retained by the lender for three years after the credit is extinguished.

South Carolina - Line of Credit Direct Advance

Use Only For Advances Prior to Account Setup

Account Number

[REDACTED]

D Bruce Wolff

Name of Account

[Signature]

Customer Signature

[Signature]

Approved By

37172

P.B. Number

30005122

WACHOVIA

4/15/99

Date of Advance

Amount

\$

78000.00

RECEIVED 04-15-1999

PROCESSED 04-15-1999

Substandard Copy

COPIES

Exhibit B

To ensure ongoing service and access to credit,
please respond by **December 1, 2010**

WELLS
FARGO

Application Date: 11/29/2010
File: 1030-100400026722
Doc Family: Loan Origination
Doc Type: Acceptance Certificate

Your Wells Fargo BusinessLine® Authorization Form

You need to return this form by December 1, 2010

2 easy ways to respond:

Fax: By December 1, fax your completed authorization form toll-free to 1-866-365-9746, 24 hours a day, 7 days a week.

Phone: For questions or to authorize by phone, call 1-888-371-1044, Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time. Please mention reservation number 100400026722 when you call.

This authorization form is for:

TELEPHONE #
803-779-2433

D. Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287

Reservation number:
100400026722

Authorization form

- I. Business information:** Please update information that is no longer current. Account conversion is valid for the listed business and owner(s) only. If business or ownership has changed, your current Wachovia Business Line of Credit will be closed and an application for a Wells Fargo BusinessLine line of credit will be sent to you to re-apply.

Legal business name (please print)		Business phone number ()
Business address		
City	State	Zip

- II. Authorize today:** Be prepared and send your authorization in immediately.

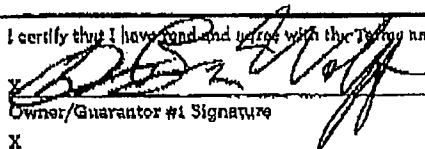
You authorize conversion, subject to final approval, of your Wachovia Business Line of Credit to a Wells Fargo BusinessLine line of credit in order to maintain access to your unsecured credit source.

Regardless of when you contact us, today or by December 1, 2010, the conversion of your account to a Wells Fargo BusinessLine line of credit will not take place until February 2011. Until that time, continue to bank as you usually do.

Remember, in order to convert your Wachovia Business Line of Credit to a Wells Fargo BusinessLine account, we must receive your authorization by December 1, 2010.

If the information you supplied on this authorization form changes prior to December 1, 2010, you must contact us at 1-888-371-1044, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Central Time.

- III.** I certify that I have read and agree with the Terms and Conditions on the reverse side of this authorization form, including the personal guaranty.

		11-29-10
Owner/Guarantor #1 Signature	Title	Date
X		
Owner/Guarantor #2 Signature	Title	Date

Keep a copy of this authorization form for your records

T:8.5'

F:3.75'

F:3.6875'

F:3.5625'

Wells Fargo BusinessLine Terms and Conditions

By signing the front of this Authorization Form, I accept on behalf of the Business named on reverse ("Customer") the terms and conditions of this Authorization, including the terms and conditions of the Wells Fargo BusinessLine Customer Agreement that has been provided to Customer with this Authorization. I certify that I am authorized to submit this Authorization Form on behalf of the Business and that any information provided in connection with this Authorization Form, including federal and state income tax returns (if any), are true, correct, and complete. I authorize Wells Fargo Bank, N.A. ("Bank") to obtain consumer and business reports from and to report credit information to others, including the Internal Revenue Service and state taxing authorities, about me and my business. I agree to notify Bank promptly of any material change in such information. I agree that if there has been a material change in such information, a new application for credit may be required before conversion to a Wells Fargo BusinessLine account will be approved. I agree to pay Bank's costs and attorneys' fees in enforcing the Customer Agreement. I agree that use of any feature of the BusinessLine account or BusinessLine® MasterCard® card may be used as evidence of the foregoing authorizations, acceptances, and agreements. I agree that if I, in my individual capacity, have agreed to jointly and severally unconditionally guarantee and promise to pay to Wachovia all indebtedness of the Customer at any time arising under or relating to the Wachovia Business Line of Credit that is to be converted to a Wells Fargo BusinessLine line of credit, such guaranty will apply to this Authorization Form, the Customer Agreement, and indebtedness incurred under the Wells Fargo BusinessLine line of credit as well as any extensions, increases, or renewals of that indebtedness.

I agree that all guarantors of and individuals personally liable for debt incurred by the Customer, on the Wachovia Business Line of Credit agreement, will have full access to the Wells Fargo BusinessLine account.

I agree that if a credit limit increase is requested on my Wachovia Business Line of Credit before my Wachovia account converts to a Wells Fargo BusinessLine line of credit, the Wells Fargo BusinessLine credit limit will be increased by the amount approved by the Bank, and any use of the Wells Fargo BusinessLine Account will further evidence my acceptance of the increased credit limit.

Important notice about credit reporting. I agree that Bank may report information about my Account(s) to credit bureaus and consumer reporting agencies in the name of my Business and in the name of any guarantor(s), and that late payments, missed payments, or other defaults on your Account(s) may be reflected in my and guarantor(s) credit report(s) and consumer report(s).

Telephone monitoring and contacting you. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts you may owe, that we may from time to time make calls and send text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account.

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53815

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND)
)
)
Wells Fargo Bank, N. A.,)
)
Plaintiff,)
vs.)
)
)
D. Bruce Wolff,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS

5TH JUDICIAL CIRCUIT

C/A No.: 2017-CP-40-03865

ANSWER OF DEFENDANT

D. BRUCE WOLFF

2017 JUL 24 PM 2:23
JEANNETTE W. MCERIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

D. BRUCE WOLFF (Defendant), answering the complaint of the Plaintiff hereinafore, respectfully show unto this court that:

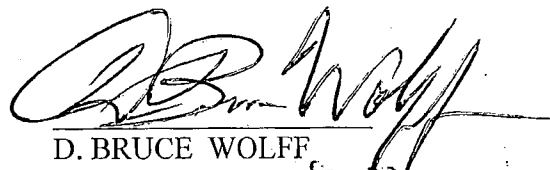
1. Defendant admits the allegations of paragraphs 1, 2, and 3 of the Complaint.
2. Defendant admits to the allegations of sentence 1 and 2 of paragraph 4 of the Complaint, but is unable to find a complete signed copy at the present time to prove the note was executed after it was prepared.
3. Defendant denies the allegation in sentence 3 of paragraph 4 of the Complaint because it implies under any circumstance. This would include the actual unforeseen drastic and unauthorized modifications to the agreement from 1999 by the successor to Wachovia Bank, N.A.
4. Defendant denies the last sentence in paragraph 4 that a copy of the contract is attached as EXHIBIT A and demands strict proof that the Plaintiff has a complete copy including the remainder of the agreement with signatures before proceeding with this action.

5. Defendant admits to the allegations contained in paragraph 5 of the Complaint, but denies it gave the right to Wells Fargo Bank, N.A. to **drastically increase the interest rate and alter the terms of the agreement** from 1999 after a promise from Wells Fargo Bank, N.A. that the original terms would remain.
6. Defendant lacks sufficient knowledge to admit or deny the allegations of paragraph 6, 7 and 8 in the Complaint.
7. Defendant admits the allegation Plaintiff has made demand for payment in paragraph 9 of the Complaint, but Defendant denies he has refused to make an offer for satisfaction. In fact, Defendant **has repeatedly asked for, but not received** a full itemized accounting of all fees, credits, and each payment with the corresponding published interest rate changes to match the original agreement reflecting all interest at prime plus 0.50% and all **principal that should have been applied to reduce the balance** and any other errors before Defendant will make an offer for settlement.
8. Defendant admits the allegations of paragraph 10 of the Complaint.
9. Defendant denies the allegation in paragraph 13 of the Complaint. Defendant does not believe the balance Plaintiff is requesting is either accurate and/or correct and Defendant demands a full itemized accounting before any further action from the Plaintiff. In addition, **Plaintiff has failed to acknowledge and correct the interest rate error to prime plus .50 % after repeated requests.**

WHEREFORE, having answered the Plaintiff's Complaint, the Defendant prays that this Honorable Court find that Plaintiff's Complaint deficient as a matter of law and that the Plaintiff be required to specifically prove all allegations in this action starting with a full and complete itemized accounting that includes all published interest rates of the lowest Prime Rate listed in the Money Rate section of the Eastern Addition of *The Wall Street Journal*.

Defendant also prays for such other and further relief as the Court deems just and proper.

Respectfully submitted,



D. BRUCE WOLFF
Defendant Pro Se
2433 Heyward Street
Columbia, South Carolina 29205
(803) 609-2434

2017 JUL 24 PM 2:03
FILED
RICHLAND COUNTY
JEANETTE W. McBRIDE
Clerk, P. & G.S.

Columbia, South Carolina

July 24, 2017

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the foregoing was sent by US Mail on this 24th day of July 2017, to the Attorney whose address is listed below.

Theodore von Keller
CRAWFORD & VON KELLER, LLC
POST OFFICE BOX 4216
COLUMBIA, SOUTH CAROLINA 29204
Telephone: 803-790-2626
ATTORNEYS FOR PLAINTIFF

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.

Plaintiff,

vs.

D. Bruce Wolff

Defendant.

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CASE NO.: 2017-CP-40-03865

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:
Theodore von Keller, Bar No. 5718
Address:
PO Box 4216 Columbia, SC 29240
Phone: 803-790-2626 Fax
E-mail: ted@crawfordvk.com Other:

Defendant's Attorney:
_____, Bar No. ____
Address:

Phone: _____ Fax _____
E-mail: _____ Other: _____

- ☒ **MOTION HEARING REQUESTED** (attach written motion and complete **SECTIONS I and III**)
☐ **FORM MOTION, NO HEARING REQUESTED** (complete **SECTIONS II and III**)
☐ **PROPOSED ORDER/CONSENT ORDER** (complete **SECTIONS II and III**)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: 15 min Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion/Order Type

- ☐ Written motion attached
☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☒ Plaintiff / ☐ Defendant

February 12, 2018
Date submitted

SECTION III: Motion Fee

☒ **PAID - AMOUNT: \$** 25.00

☐ **EXEMPT:**

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☒ Other: motion for summary judgment

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: metts Date Filed: 2/14/18

☐ **MOTION FEE COLLECTED: \$** _____

☐ **CONTESTED - AMOUNT DUE: \$** _____

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

D. Bruce Wolff,

Defendants.

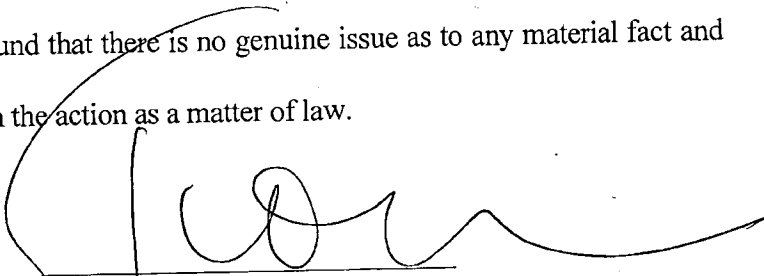
IN THE COURT OF COMMON PLEAS

C/A No: 2017-CP-40-03865

MOTION FOR SUMMARY
JUDGMENT

RICHLAND COUNTY
FILED
2018 FEB 14 AM 11:06
JEANNETTE W. MCNEIDE
C.C.P. & G.S.

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Wells Fargo Bank, N.A., through its undersigned attorney, will move for a Summary Judgment at the Richland County Courthouse, 1701 Main Street, Courtroom 2-D, Columbia, South Carolina, at 10:00 A.M. on the tenth (10) day after service hereof or as soon thereafter as counsel may be heard for an Order, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, granting this Plaintiff summary judgment as to the Defendants' Answer herein on the ground that there is no genuine issue as to any material fact and this Plaintiff is entitled to a judgment in the action as a matter of law.


B. Lindsay Crawford, III
Theodore von Keller
Sara C. Hutchins
B. Lindsay Crawford, IV
Crawford & von Keller, LLC
PO Box 4216, Columbia, SC 29204
803-790-2626
Attorneys for Wells Fargo Bank, N.A.

Columbia, South Carolina
February 12, 2018

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-40-03865

Wells Fargo Bank, N.A.,

Plaintiff,

vs.

D. Bruce Wolff,

Defendant.

MOTION TO RECONSIDER

YOU WILL PLEASE TAKE NOTICE that the Defendant moves before this court pursuant to Rules 52(b) and 59(e), SCRCP, as well as pursuant to all other applicable law, in the above-captioned action for an order that reconsiders, alters, clarifies, and/or amends the order filed August 14, 2018¹, that granted summary judgment for the Plaintiff in this case.

Grounds for this motion include the following:

1. There were genuine issues of material fact here. There were genuine issues of material fact about, among other things, whether the Defendant agreed to the interest rate changes under the Wells Fargo BusinessLine Customer Agreement. There were genuine issues of material fact about whether the Defendant drew on the line of credit after that agreement document came into existence, and, if he did not draw on the line of credit following that, the terms did not change as Wells Fargo maintained they did and as the court found they did. Far from acknowledging that he drew on the line of credit after this time, the Defendant's affidavit states that he did not do so. The court should not have found that he did so, because, in the light most favorable to the Defendant, the record indicates that he did not.

¹ The Defendant received written notice of the entry of this order on August 15, 2018.

2. The record shows a genuine issue of material fact about whether the Plaintiff failed to mitigate its damages. The Plaintiff lost stock certificates it was holding as security and could have used to pay off the subject debt in full.
3. The record is at best confusing on the issue of what the interest rate is on the subject credit line and on what interest rate the Plaintiff has used to calculate the interest for the credit line.
4. The court should have allowed the Defendant to amend his pleadings. Leave to amend a pleading shall be freely given when justice so requires and the grant of such leave does not work prejudice to the other party. Rule 15, SCRCP, strongly favors amendment, and courts are encouraged to freely grant leave to amend. Stanley v. Kirkpatrick, 357 S.C. 169, 174, 592 S.E.2d 296, 298 (2003). While motions to amend are addressed to the sound discretion of the trial court, the party opposing amendment has the burden of establishing that the motion should not be granted. Foggie v. CSX Transportation, Inc., 313 S.C. 98, 103, 431 S.E.2d 587, 590 (1993). To successfully oppose a motion to amend, the party opposing the motion must establish that it would be prejudiced by the amendment. Stanley, 357 S.C. at 174. "The prejudice Rule 15 envisions is a lack of notice that the new issue is to be tried and a lack of opportunity to refute it." Id. The Plaintiff did not demonstrate prejudice. Delay in seeking amendment is not prejudice.
5. Although summary judgment was not proper at all, even if it would have been proper, it would have been proper only as to liability.
6. The undersigned newly became involved in this case, and the Defendant reserves the right to note further grounds in support of this motion.

Upon information and belief, consultation with opposing counsel concerning the substance of this motion would not have served any useful purpose.

Respectfully submitted,

/s/ Andrew S. Radeker

Andrew S. Radeker

S.C. Bar No. 73743

HARRISON, RADEKER & SMITH, P.A.

Post Office Box 50143

Columbia, South Carolina 29250

(803) 779-2211

(803) 779-6700 (facsimile)

drew@harrisonfirm.com (email)

ATTORNEY FOR DEFENDANT

Columbia, South Carolina
August 24, 2018

State of South Carolina)
County of Richland)

In The Court of Common Pleas
Fifth Judicial Circuit
2017-CP-40-3865

Wells Fargo Bank, N.A.,)
Plaintiff,)
vs.)
D. Bruce Wolff, I)
Defendant.)

Transcript of Record

August 6, 2018
Columbia, South Carolina

B E F O R E:

The Honorable Perry H. Gravely, Judge

A P P E A R A N C E S:

Theodore von Keller, Esquire
Attorney for the Plaintiff

D. Bruce Wolff
Self-represented Defendant

Elizabeth B. Harris, CVR-M-CM
Circuit Court Reporter

I N D E X

<u>Witness/Description</u>	<u>Page No.</u>
Ruling of the Court	14
Certificate Page.	15

E X H I B I T S

<u>No.</u>	<u>Description</u>	<u>Ev.</u>
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No exhibits introduced.

1 THE COURT: All right, first case up, the traffic must
2 have cleared and we're ready for Wells Fargo vs. -- Mr.
3 Wolff, I understand you were stuck in traffic with Mr. von
4 Keller.

5 (A PAUSE.)

6 THE COURT: All right, I believe this is plaintiff's
7 motion for summary judgment.

8 MR. VON KELLER: Your Honor, this has been a ---

9 THE COURT: Are you Mr. Wolff?

10 MR. WOLFF: I am.

11 THE COURT: Okay.

12 MR. VON KELLER: Your Honor, this has been a
13 convoluted case. Let me just give you -- a minute to give
14 you the procedural history. I filed this action in June
15 of, of '17. Mr. Wolff filed a *pro se* ---

16 You can be seated, if you would.

17 THE COURT: You can sit down. Sorry.

18 MR. VON KELLER: Now, Rule 5 ---

19 THE COURT: Now let me just -- hold on, Mr. von
20 Keller.

21 Now, I guess you're not an attorney, are you?

22 MR. WOLFF: I'm not.

23 THE COURT: All right. I'm just going to explain to
24 you. This is a motion for summary judgment. You may know
25 this, but I always tell this to *pro ses*. He's the moving

1 party, so he has to, to establish his side. Then I'll give
2 you an opportunity to tell me whatever you need to tell me
3 and then I'll, since he's the moving party, give him the
4 last word. So, just kind of letting you know the procedure
5 there.

6 All right, I'm sorry.

7 MR. VON KELLER: All right, Your Honor. This involves
8 a business line of credit, not a consumer line of credit,
9 that Mr. Wolff entered into and personally guaranteed back
10 in 1999. It -- there was a default. The account was
11 closed. The original amount advanced to Mr. Wolff was
12 \$78,000. The account was eventually closed, and we are now
13 some nineteen years later suing for \$70,000.

14 The -- Mr. Wolff filed a *pro se* answer in which he
15 admitted that he signed the line of credit, and he admitted
16 that when it was converted to Wells Fargo that he signed
17 that. His defense was is that he did not agree to the
18 changes in the interest rate that Wells Fargo enacted after
19 it converted to Wells Fargo.

20 The -- I moved for summary judgment in February of
21 this year, providing Mr. Wolff with an affidavit. There
22 was a hearing on May -- there was a roster meeting in May
23 of '18. Mr. Wolff advised the court that he would be
24 represented by one attorney. At the motion for summary
25 judgment hearing on May 22nd, a second attorney came.

1 Indicated he had not been retained but wanted to think
2 about being retained, and the judge continued the matter
3 and issued an order giving Mr. Wolff, giving Mr. Wolff
4 until June 22nd to obtain counsel or appear *pro se*. No one
5 has appeared in the matter, and here we are.

6 So, it's had a rather convoluted -- oh, and then I was
7 on vacation last week, and I think on Friday Mr. Wolff
8 brought by an affidavit to my office, which I have
9 reviewed. I believe he has filed that with the court.

10 So, the facts here are that this was a business ---

11 THE COURT: Well, let me see. When did you file that,
12 Mr. Wolff?

13 MR. WOLFF: Thursday.

14 THE COURT: All right, I don't think -- I don't see it
15 in my, my file. Do you have an extra copy of it?

16 MR. WOLFF: I do. I hand delivered it to the clerk.

17 THE COURT: And it probably ---

18 MR. WOLFF: And it came through efile, but ---

19 THE COURT: Our binders may have been set up
20 beforehand is why I said -- have you got an extra copy I
21 could ---

22 MR. WOLFF: Certainly.

23 THE COURT: Sometimes they make the binders beforehand
24 or real close to it. All right. Thank you. Oh, I'm
25 sorry, I think we do have -- I was, I was thinking it said

1 -- you were -- it was an affidavit of yours.

2 (A PAUSE.)

3 THE COURT: This was filed February the 14th.

4 MR. WOLFF: I'm sorry. I gave you ---

5 THE COURT: 2018. All right, we have that one, and
6 I'm sorry to interrupt you, Mr. ---

7 MR. VON KELLER: No, sir.

8 THE COURT: I just wanted to make sure we had that.

9 (A PAUSE.)

10 THE COURT: All right. Okay.

11 MR. VON KELLER: All right, sir. So, turning to the
12 facts, Your Honor, in April 14, 1999, Mr. Wolff takes out a
13 business line of credit. It has a variable rate of
14 interest; a copy of that is attached to my motion for
15 summary judgment. He gets \$78,000; a copy of that is also
16 attached to my summary judgement as Exhibit B to the first
17 affidavit. Some eleven years later in 2010, he is notified
18 that Wachovia Bank has been acquired by Wells Fargo, and
19 the account is switched to Wells Fargo.

20 In the affidavits that you have before you, you have
21 the affidavit -- excuse me, you have a copy of the Wells
22 Fargo Business Line Authorization Form that Mr. Wolff
23 signed saying he agrees to the terms and conditions of the
24 business line which is attached to my affidavit. It
25 reflects that there is a variable rate of interest, and

1 that Wells Fargo will change that variable rate from time
2 to time, and it also indicates that the -- based on the
3 evaluation of your credit risk, the bank may subsequently
4 change the spread at the bank's sole discretion.

5 Those facts are admitted in Mr. Wolff's answer. He
6 admits that he got the Wachovia line of credit. He admits
7 that he was advanced \$78,000, and he admits that he signed
8 the letter -- the authorization form allowing it to be a
9 Wells Fargo line of credit. He denies, however, that he
10 agreed to the -- that they could change the interest rate,
11 but he has provided us no proof of why that's so, any
12 letter or writing or anything by which Wells Fargo would
13 have altered those terms. He simply said he didn't agree
14 to it despite signing the form that said he did.

15 The first Wells Fargo statement goes out in April of
16 '11, at which point it's at 3.75 percent interest. He owes
17 \$75,000. In May of 2012, he gets a monthly statement that
18 says that your interest is going to go up with the next
19 statement. There is Exhibit D to the affidavit of Erica
20 Mendoza. June 5th, sure enough it goes to 6.25 percent as
21 reflected in Exhibit E of Ms. Mendoza's affidavit.
22 September of 2013, the statement indicates the interest is
23 going to go up with the next month, and in October 28,
24 2013, as reflected in Exhibit G, it goes to 7.25 percent.
25 October 30, 2015, Mr. Wolff makes his last payment on the

1 account, as is reflected in Exhibit I. In December of
2 2015, the prime rate goes up and he is notified, as
3 reflected in Exhibit H that it is going to go to 7.5
4 percent. On April 6th of 2016, the last statement is
5 issued, at which point he owes -- again some seventeen
6 years after taking out this business line of credit -- he
7 owes \$70,000. A letter is sent to him, as reflected in
8 Exhibit E, telling him that they are now closing the loan
9 and are going to file suit, which we have done.

10 So, several points. It's a business line of credit;
11 it is not a consumer line of credit. The affidavits
12 establish my case that he entered into it and that they had
13 the right, the unilateral right to change the interest rate
14 and what the debt is. Mr. Wolff in his answer has admitted
15 the critical facts, which that he, he -- that he signed the
16 Wachovia line of credit, that he got the money, and that he
17 signed the Wells Fargo agreement that the, the term --
18 their terms would control. In fact, he was given two of
19 those agreements reminding him of that, one in, one in June
20 of 2012 and then another in August of 2013 as reflected in
21 the affidavits.

22 Now, the affidavit that was brought to my office on
23 Thursday, I will be candid with Your Honor and tell you
24 that I'm not quite sure what it's saying. It appears to be
25 saying that Mr. Wolff has some other loans with Wachovia

1 that went to Wells, one in -- two in 1997 and this loan.
2 He seems to be suggesting they were secured by some shares
3 of stock. There are, there are photocopies of -- there
4 seems to be some claim where he was looking for those
5 shares of stock, and then there are photocopies of checks
6 being issued to him which seem to have something to do with
7 that.

8 None of that has anything to do with this, this
9 lawsuit. Those are not part of this lawsuit. They're not
10 in his pleadings; he has not amended. They are completely
11 irrelevant to what we have under consideration before us,
12 which is did you enter into a business line of credit,
13 which is admitted. Was it a variable rate of interest?
14 That is in the evidence and there's been nothing to oppose
15 it. Did you default? Yes, that's admitted. Do you owe
16 the money, and he has offered nothing in opposition to
17 that.

18 The mere filing of this affidavit does not create a
19 contested issue of fact. There is no material issue of
20 fact in dispute here. There are extraneous, irrelevant
21 issues that he seeks to draw our attention to, but the
22 critical element -- elements in this collection matter have
23 been admitted and are uncontroverted.

24 THE COURT: And the amount that you mentioned was how
25 much?

1 MR. VON KELLER: The amount that we are seeking, Your
2 Honor, is 70,000 -- I've written too many notes here --
3 \$70,473.34, and they essentially froze that account. They
4 have not added any additional interest, and that's what
5 we're seeking.

6 THE COURT: All right, Mr. Wolff, why are they not
7 entitled to judgment?

8 MR. WOLFF: Your Honor, that stock was one-eighth of
9 \$1 million pledged as collateral to guarantee that loan in
10 1999, and I've asked if they have a signed agreement, and
11 they are unable to produce it with the terms and the
12 conditions. I'm not denying that I received the money.
13 There is a copy where I took the proceeds and paid off the
14 two previous loans, but they are attempting to collect on a
15 debt and get a judgment where -- they can use to foreclose
16 on my house or seize my bank account without a signed
17 agreement.

18 And then the other authorization form, I never did
19 advance any monies. There were no considerations. They
20 told me if I didn't do that, then that signed authorization
21 form would be null and void. I borrowed over a \$1 million
22 from South Carolina Federal, South Carolina National,
23 Wachovia, and all that. This is -- I'm real clear on the
24 facts here, and I intend to file a motion to amend the
25 complaint.

1 THE COURT: All right, but, I mean, he references this
2 business -- blank line, note, and agreement of April 14,
3 1999. Is that not the one that applies, and did you not
4 sign that?

5 MR. WOLFF: It would not have been uncommon for -- to
6 me have gotten the money and not signed the agreement.
7 There could have been some disputes of whether I wanted to
8 be personally liable for that or not since I'd pledged the
9 collateral and that it was a business loan.

10 THE COURT: Now, in looking at the document he's
11 provided, there is a signed document on the same date,
12 April the 14, 1999, by D. Bruce Wolff.

13 MR. WOLFF: That was a federal form about stock, and
14 that was not the last page of the agreement that was filled
15 out. And they've failed to even admit that, and I wrote a
16 letter to the Midlands Market president that is on the
17 first page of that exhibit asking him if he could do
18 anything about it.

19 THE COURT: I mean, and I -- and you're not -- you did
20 get those funds that were subject to that agreement?

21 MR. WOLFF: I did, and in the answer to the complaint,
22 I said I didn't deny, that I would make an offer to them,
23 but they refused to provide any of that documentation or
24 admit to losing one-eighth of \$1 million worth of stock
25 which would now be worth almost 230-something thousand

1 dollars. That was a clear plan to have that stock in place
2 so when my loan that's due for my principal residence is
3 also by Wells Fargo now -- I was going use the proceeds to
4 pay that off and this loan.

5 THE COURT: All right. Anything else you need me to
6 consider?

7 MR. WOLFF: I'd like for you to consider that there is
8 a material fact about a contract dispute, and that I intend
9 to file a motion to amend the complaint, and that I intend
10 to file a counterclaim.

11 THE COURT: All right.

12 MR. WOLFF: What they've done is outrageous, and they
13 seem to have been doing it all around the country, and I
14 would like the chance to -- chance at discovery to do that.
15 Probably would not have to look too far.

16 THE COURT: All right, this case was filed in June.
17 It's over a year old.

18 MR. VON KELLER: Yes.

19 MR. WOLFF: May I add, Your Honor, may I add one other
20 thing?

21 THE COURT: Yes.

22 MR. WOLFF: I've been to the branch over a hundred
23 times during that time, and I've asked probably fifty or
24 sixty times to try to get somebody at the branch to resolve
25 it. I've made phone calls. Not even the Midlands Markets

1 president that's in charge of 1350 people in Columbia would
2 do anything about it. Could not even acknowledge the loss
3 of the stock.

4 THE COURT: All right.

5 MR. WOLFF: I mean, I did everything but sleep on the
6 doorstep of the bank.

7 THE COURT: All right, Mr. von Keller, anything you
8 want to add?

9 MR. VON KELLER: Your Honor, as you pointed out, this
10 matter was filed on June 22nd of 2017. Mr. Wolff filed an
11 answer on July 25th of 2017. That's a year and a month
12 ago. If he want -- if he wanted to amend, if he wanted --
13 he -- if he wanted to assert this, he should have done so
14 in his answer. If he wanted to amend, he's had over a year
15 to do that. This is yet another one of his delaying
16 tactics. Again, the absolute elements that I am required
17 to establish here have been established, and there is no
18 disputed issue on those facts.

19 Mr. Wolff is asking for a copy of the signed agreement
20 which he has admitted in his answer that he signed. That
21 -- I don't have to produce that where he has admitted it.
22 That is an admission. He has admitted the default. Those
23 are admissions, Your Honor. There really is -- I have no
24 idea what he's talking about, about those -- the
25 collateral. I do know that the original agreement did not

1 require -- it expressly stated that my client was not
2 required to advance against its collateral, and it had its
3 rights, as any creditor does, to pursue the debt. I simply
4 have to say to the court I don't know what he's talking
5 about because it's not a part of this case.

6 RULING OF THE COURT:

7 THE COURT: All right. Well, I have reviewed the
8 matter previously and looking at your affidavit, Mr. Wolff.
9 I mean, I've just got to consider was there a valid
10 contract, was the money loaned, did you receive the money,
11 if you're -- default under the loan and, you know, I, I
12 find that's kind of uncontradicted. I know you've got some
13 other issues, but those aren't in front of me. So, I think
14 that summary judgment is appropriate, and I'm going to ask
15 that Mr. von Keller submit a proposed order.

16 MR. VON KELLER: Thank you, Your Honor.

17 --- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED
VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH
JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE
AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE
PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING
OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE
CIRCUIT COURT FOR RICHLAND COUNTY, SOUTH CAROLINA, ON
THE 6TH DAY OF AUGUST, 2018.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN,
COUNSEL, NOR INTEREST IN ANY PARTY HERETO.

/s/ELIZABETH B. HARRIS, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

NOVEMBER 14TH, 2018

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Wells Fargo Bank, N.A.

Plaintiff,

vs.

D. Bruce Wolff

Defendant.

IN THE COURT OF COMMON PLEAS

C.A. No.: 2017-CP-40-03865

AFFIDAVIT OF SERVICE

PERSONALLY appeared before me the undersigned, who being duly sworn, states that he/she served

(X) Civil Action Coversheet (X) Summons (X) Complaint (X) Exhibits
(X) Verified Statement of Account

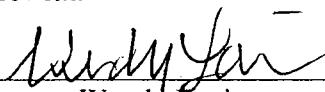
IN THIS ACTION ON: D. Bruce Wolff

(X) by personal delivery to him

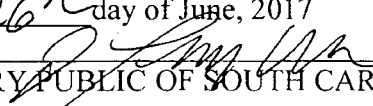
(X) W/M age 62 6' 185 lbs.

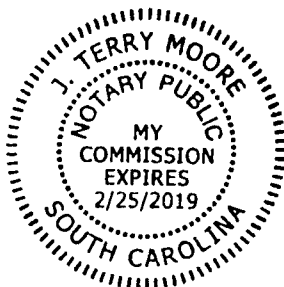
and leaving a copy of the same at: 2433 Heyward Street
Columbia, SC 29205

on the 25th day of June, 2017 at 4:28 p.m. and that the deponent is not a party to this
action, and has no interest therein or in connection therewith.


Wendy Lanier

SWORN to and subscribed before me
this 26th day of June, 2017


NOTARY PUBLIC OF SOUTH CAROLINA



RICHLAND COUNTY
FILED
2017 JUL -3 PM 12:32
JENNIFER W. HOBBS
C.C.P. & G.S.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Wells Fargo Bank, N.A.,)

Plaintiff,)

D. Bruce Wolff,)

Defendant)

IN THE COURT OF COMMON PLEAS

C/A No: 2017-CP-40-03865

AFFIDAVIT FOR AMANDA LAYTON

RICHLAND COUNTY
FILED
2018 FEB 14 AM 11:06
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

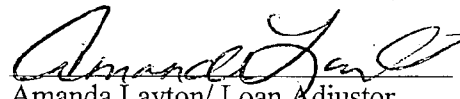
PERSONALLY APPEARED BEFORE ME, Amanda Layton, who, being duly sworn, states as

follows:

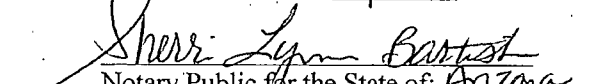
1. That I am a loan adjuster in the Small Business Lending Operations Department of Wells Fargo Bank and am familiar with the account of Bruce D. Wolff.
2. That on or about April 14, 1999, the Defendant entered into a Business BankLine of Credit with Wachovia Bank in the amount of \$78,000.
3. A copy of the BankLine Note and Agreement is attached hereto as Exhibit A.
4. That on April 15, 1999 the Defendant took a line of credit direct advance in the amount of \$78,000 as reflected in Exhibit B hereto.
5. That in 2010 Wells Fargo acquired the assets of Wachovia Bank and transitioned all Wachovia accounts to Wells Fargo.
6. That in Order for a previous Wachovia account to be accepted by Wells Fargo the customer was provided with an Authorization Form setting forth the new Terms and Conditions of Wells Fargo Business Line Customer Agreement.
7. That by signing the Authorization Form, the Defendant accepted the Terms and Conditions of the Wells Fargo Business Line Customer Agreement.
8. That the Defendant executed the Authorization Form on November 29, 2010 as evidenced by Exhibit C hereto.
9. That the Defendant continued to utilize the line of credit and continued to make purchases and payments up to and including October 30, 2015.
10. That the last payment received by the Defendant was on October 30, 2015 as evidenced by the monthly invoice attached hereto as Exhibit D.

11. That on or about March 17, 2017 demand was made for full payment as evidenced by Exhibit E hereto.
12. That there is currently due and owing the amount of \$70,473.34 in unpaid charges on the line of credit.

FURTHER AFFIANT SAYETH NAUGHT.


Amanda Layton/ Loan Adjustor
Date: 9/21/17

Sworn and subscribed before me
This 21 day of September, 2017


Notary Public for the State of: Arizona
My Commission Expires: 2/9/2021



STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Wells Fargo Bank, N.A.,)

Plaintiff,)

vs.)

D. Bruce Wolff,)

Defendants.)

IN THE COURT OF COMMON PLEAS

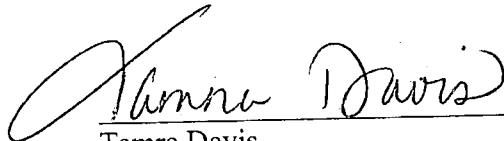
C/A No: 2017-CP-40-03865

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2018 FEB 12 AM 11:07
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

I, the undersigned, Tamra Davis, an employee of Crawford & von Keller, LLC, attorneys for the Plaintiff do hereby certify that I served a copy of the Motion for Summary Judgment on September 26, 2017, to the below-listed counsel by personally depositing a copy of same in a United States Postal Service mailbox, postage pre-paid, addressed as follows:

D. Bruce Wolff
2433 Heyward Street
Columbia, SC 29205


Tamra Davis

Columbia, South Carolina
February 12, 2018

Exhibit A

Business BankLine Note and Agreement

State: South Carolina

City: Columbia

Borrower: D. Bruce Wolff

Taxpayer ID: [REDACTED]

Account Number: [REDACTED]

Credit Limit: \$78,000.00

Date: April 14, 1999

Wachovia Bank, N.A. (the "Lender") hereby extends a Business BankLine line of credit (the "Account") to the Borrower upon the terms and conditions set forth in this Business BankLine Note and Agreement (this "Agreement"). The Borrower may, from time to time, borrow, repay and reborrow amounts under the Account provided the aggregate outstanding balance of all such amounts does not exceed the Credit Limit set forth above.

☐ If checked, this Account is granted by the Lender independent of any checking account. If unchecked, the Account is granted in connection with the Borrower's Wachovia checking account with the Account Number indicated above.

Repayment. The Borrower unconditionally (and if more than one, jointly and severally) promises to pay to the order of the Lender, without offset or deduction, all amounts loaned (advanced) to the Borrower under the Agreement, together with the Finance Charge (as defined below) and all other amounts becoming due in connection with this Agreement, upon demand. In addition, the Borrower agrees to pay to the Lender the following minimum amounts by the due dates shown on the periodic statements that the Lender will send to the Borrower from time to time:

- ☐ 3% of the balance monthly. Payments will be due monthly and will be equal to 3% of the outstanding balance on the Account or \$10, whichever is greater. The outstanding balance includes unpaid principal balance, Finance Charge, and Delinquency Charge (as defined below).
- ☐ 9% of the balance quarterly. Account statement will be generated monthly; however, payments will be due quarterly and will be equal to 9% of the outstanding balance on the Account or \$30, whichever is greater. The outstanding balance includes unpaid principal balance, Finance Charge, and Delinquency Charge.
- ☐ Monthly Interest-Only Payments. Payment will be due monthly and will be equal to the Finance Charge that accrued on the unpaid principal balance during the preceding monthly billing cycle, plus any unpaid charges (including Delinquency Charges), or \$10, whichever is greater.
- ☒ Quarterly Interest-Only Payments. Account statement will be generated monthly; however, payment will be due quarterly and will be equal to the Finance Charge that accrued on the unpaid principal balance during the preceding quarter, plus any unpaid charges (including Delinquency Charges), or \$30 whichever is greater.

As used herein, the term "billing cycle" means the interval between the dates of the periodic statements which are issued monthly, whether the Borrower's payment plan provides for monthly or quarterly payments. Under the monthly interest-only payment option and the quarterly interest-only payment option, the minimum payment will not reduce the principal outstanding on the Account unless the amount of interest due each month is less than \$10 or each quarter is less than \$30.

Finance Charge (Interest). The Borrower agrees to pay a Finance Charge calculated under the formula set out in the Variable Rate paragraph below. There will be no Finance Charge until a loan is made on the Account and then a Finance Charge will be imposed on the average of the daily principal balances outstanding on the Account (average daily balance) for the number of days in the billing cycle. The Finance Charge will be calculated for the entire billing cycle based on the periodic rate in effect at the end of the billing cycle. (a) The Finance Charge on each advance to the Account begins to accrue on the date of each such advance. No time period exists within which any credit extended may be repaid without incurring a Finance Charge. (b) The interest rate applicable to the Account will increase if the lowest Prime Rate listed in the Money Rate section of the Eastern Edition of *The Wall Street Journal* increases. If *The Wall Street Journal* Prime Rate decreases the interest rate will be reduced. (c) The Lender computes the Finance Charge on the Account by applying the periodic rate to the average daily balance of the Account (including current transactions). The daily balance of the Account is computed at the end of each banking day by deducting from the previous daily balance the amount of all payments, credits, unpaid Finance Charge, and delinquency charges, and adding the amount of any new loans to determine the daily balance. The daily balances for the billing cycle are added up and the total divided by the number of days in the billing cycle. This result is the average daily balance. (d) The amount of the Finance Charge will be determined (monthly when the Account statement is rendered) by multiplying the average daily balance by the number of days in the billing cycle, and by multiplying the product by the daily periodic rate.

Variable Rate: The Annual Percentage Rate for each billing cycle will be 0.5000 % in excess of the lowest Prime Rate listed in the Money Rate section of the Eastern Edition of *The Wall Street Journal* as of five (5) banking days before the beginning of the calendar month during which the billing cycle begins (the "WSJ Prime Rate"). The periodic payment will increase if the WSJ Prime Rate increases unless the periodic payment is the minimum amount. There is no limitation on such increase except such limitations as may be imposed by law. If the Account is declared due and payable upon default, the Lender will compute the Finance Charge for each billing cycle at a rate per annum equal to 18.0 %, not to exceed the maximum rate permitted by applicable law.

Commitment Fee. A fee of \$100.00 or waived % of the credit limit of the Account shall be due and payable to the Lender as of the date this Agreement is executed.

Annual (Renewal) Fee. A fee of \$100.00 or waived % of the credit limit of the Account shall be due and payable to the Lender each year on the anniversary date of the Agreement. The Lender may, at its option charge the Commitment Fee or Annual Fee directly to the Account when due. To the extent not prohibited by applicable law as amended from time to time, the Lender may at any time change the amount and timing of such fees, and will provide advance written notice of such changes.

Prepayment. Prepayment of all or any portion of the amounts outstanding on the Account may be made at any time. Payment shall be applied first to unpaid Finance Charge, then to Delinquency Charge, and then to the outstanding principal balance on the Account.

☐ If checked, the terms and conditions in a Commitment Letter dated _____ from the Lender to the Borrower, as the same may be amended, extended or replaced from time to time, shall be considered a part hereof to the same extent as if written herein.

Loan Advances. If the Account is administered in connection with the Borrower's Wachovia checking account: (a) Loans may be obtained by requesting an advance or by automatic deposit to the checking account when the checking account is overdrawn. (b) All advances made to the Borrower by automatic deposit to the checking account will be in \$100.00 increments. (c) Unless otherwise agreed by the parties, all repayments to the Account will be by an automatic monthly or quarterly debit of the checking account used in connection with the Account. (d) The Lender may, if available and at its option, issue to the Borrower upon request a Banking Card ("Card"), Identification number, or other access device to allow borrowings on the Account through automated teller machines, electronic terminals, telephones, computers or other media. (e) If a Special Check (as hereinafter defined) is written for an amount which would result in the credit limit being exceeded, the Lender may process the Special Check as any other regular check drawn on the checking account. (f) The terms and conditions of the checking account agreement, the Card agreement, and all other agreements with the Lender shall be applicable to the use of the Account, and shall serve to supplement this Agreement.

Special Checks. The Lender may issue "Special Checks" which may be used to obtain a loan directly from the Account up to the credit limit established for the Account. These Special Checks can be used like any other checks except they may not be used to pay any amount owed under this Agreement. When a Special Check is used, the Lender will lend the exact amount of the Special Check up to the maximum credit limit. The Borrower will not write Special Checks or otherwise obtain loans that will cause the Account to exceed the credit limit approved by the Lender, but if the Lender does permit the Borrower to exceed the credit limit, the Borrower will immediately pay the excess on the Lender's demand. The Borrower agrees to execute such other documents as the Lender may reasonably request to effectuate the purposes of this Agreement. The Borrower shall be liable for all advances made on the Account by use of Special Checks, Cards or otherwise by any person directly or indirectly authorized to make withdrawals on any checking account administered in connection with this Account.

Delinquency Charge. To the extent not prohibited by applicable law as amended from time to time, a delinquency charge will be assessed on the Account as follows: A Delinquency Charge equal to \$5.00 or 5% of the required payment, whichever is greater, will be assessed on the Account if payment is received more than ten (10) days after the payment due date. Lender may at any time change the amount and timing of such Delinquency Charges, and will provide advance written notice of such changes.

Termination. The Borrower may terminate the Account at any time by notifying the Lender in writing and returning all Special Checks and Cards, if issued. The Lender may also terminate this Account at any time. In either case, as of the date of such termination, the Lender shall have no obligation to make further advances on the Account or to honor checks written, and the Borrower will immediately pay all amounts owed to the Lender on the Account.

Security Interest: All property described or referenced in this paragraph, in which the Lender is granted a security interest hereunder, is herein collectively referred to as the "Collateral". In addition to any other Collateral specified herein and in other agreements, to secure the indebtedness evidenced by this Agreement, together with any extensions, modifications, or renewals thereof, in whole or in part, as well as all other indebtedness, obligations and liabilities of the Borrower to the Lender, now existing or hereafter incurred or arising (hereinafter sometimes referred to as the "Obligations"), the Borrower and all other pledgors of the Collateral to this Agreement (hereafter collectively the "Pledgor") hereby grants to the Lender a security interest in and security title to, and hereby assign, pledge, transfer and convey to the Lender the following described property:

Collateral more particularly described in Securities Pledge Agreement dated April 14, 1998 between Borrower and Lender

whether now owned or hereafter acquired, together with any and all additions and accessions thereto or replacements thereof. For purposes hereof, the term "Obligations" shall not include (a) consumer credit as defined in Federal Reserve Board Regulation Z or (b) non-consumer credit if under applicable state law the maximum interest rate for such credit is reduced when secured. In addition, to the extent not prohibited by law, the Borrower hereby grants to the Lender a security interest in and security title to, and does hereby assign, pledge, transfer and convey to the Lender, (i) all other property of the Borrower of every kind or description now or hereafter in the possession or control of the Lender, exclusive of any such property in the possession or control of the Lender as a fiduciary other than as agent, for any reason including, without limitation, all cash, stock or other dividends and all proceeds thereof, and all rights to subscribe for securities incident thereto and any substitutions or replacements for, or other rights in connection with, any of the Collateral and (ii) any balance or deposit accounts of the Borrower, whether such accounts be general or special, or individual or multiple party, and upon all drafts, notes, or other items deposited for collection or presented for payment by the Borrower with the Lender, and the Lender may at any time, without demand or notice, appropriate and apply any of such to the payment of any of the Obligations, whether or not due.

Margin Requirements. The Borrower agrees that the amount of the credit limit on the Account, or the aggregate outstanding principal balance on the Account, whichever is greater, less the aggregate balances of all deposit accounts specifically described by account number above and maintained with the Lender and pledged to the Account, shall at no time exceed _____% of the aggregate Market Value (as hereinafter defined) of the Pledged Securities. "Market Value" shall mean the value of the Pledged Securities, and other Eligible Securities (as hereinafter defined) to be pledged hereunder as determined by the Lender in its sole discretion from time to time for purposes hereof. Upon notice by the Lender to the Borrower that the above described requirement is not satisfied, the Borrower will either (a) immediately repay the outstanding balance on the Account by that amount necessary to satisfy the above described requirement or (b) immediately deliver and pledge to Lender additional Eligible Securities sufficient in amount and Market Value to satisfy the above described requirement. Upon the delivery by the Borrower to the Lender of such Eligible Securities, such Eligible Securities shall be pledged to the Lender and shall constitute Collateral hereunder. "Eligible Securities" shall mean stocks and bonds or instruments satisfactory to the Lender in its sole discretion.

Covenants and Rights with Respect to Collateral. Pledgor agrees with Lender as follows:

(a) Unless an Event of Default (as hereinafter defined) shall have occurred, Pledgor shall be entitled to (i) vote any Pledged Securities and give any consents, waivers and ratifications in respect thereof, provided no vote shall be cast or consent, waiver or ratification given or action taken by the Pledgor which, in the sole judgment of the Lender, would impair the value or marketability of the Pledged Securities and (ii) receive all interest and/or cash dividends paid with respect to the Pledged Securities.

(b) If a stock dividend is declared or any stock split-up made or right to subscribe issued with respect to the Pledged Securities, Pledgor will cause all the

certificates for the shares representing such stock dividend or split-up or right to subscribe issued to or received by Pledgor, whether or not for value paid by Pledgor, to be promptly deposited with and pledged to the Lender hereunder. The Lender shall be deemed to have possession, control and custody of any securities actually in transit to it or to any of its officers or agents. Upon delivery thereof, such additional securities or property shall constitute Pledge Securities hereunder.

(c) So long as no Event of Default exists, Pledgor shall have the right to substitute Eligible Securities having a Market Value equal to or greater than the Pledged Securities which Pledgor seeks to release from the security interest and pledge evidenced hereby. By substituting such Eligible Securities, Pledgor shall be deemed to have granted the Lender a security interest in the Eligible Securities on the terms and conditions of this Agreement and such Eligible Securities shall constitute a portion of the Collateral for purposes of this Agreement.

(d) Pledgor agrees that all securities now or hereafter so deposited and pledged or substituted by Pledgor will be accompanied by proper instruments of assignment duly executed in blank by Pledgor, all as the Lender may require.

(e) If an Event of Default has occurred, Pledgor shall cooperate with and assist the Lender in its efforts to dispose of all or any portion of the Collateral.

(f) If at any time the Collateral pledged as security for any of the Obligations shall be or become unsatisfactory to the Lender or should the Lender deem itself insecure, the Borrower will immediately furnish such further property to be held by the Lender as if originally pledged as Collateral hereunder or make such payment on the Account as will be satisfactory to the Lender.

(g) The Lender shall have, but shall not be limited to, the following rights, each of which may be exercised at any time: (i) to transfer this Agreement and the Collateral, and any transferee shall have all the rights of the Lender hereunder and the Lender shall be thereafter relieved from any liability with respect to this Agreement and any Collateral so transferred; (ii) to transfer the whole or any part of the Collateral in the name of itself or its nominees; (iii) to vote any investment securities forming a part of the Collateral; (iv) to notify the Pledgor on any Collateral to make payment to the Lender of any amounts due thereon; (v) to execute at any time in the name of any party hereto and to file financing statements covering any of the Collateral; (vi) to receive or take control of any income or other proceeds of any of the Collateral; and (vii) to request and receive additional information from any party liable for all or any part of the Obligations, including, but not limited to current financial information.

Default and Remedies. Any of the following items (i) through and including (x) below shall constitute an Event of Default: Upon (i) any failure of any Obligor (which term shall include the Borrower and each endorser, surety or guarantor of this Agreement) to pay any of the Obligations when due or to observe or perform any agreement, covenant or promise hereunder or in any other agreement, note, instrument or certificate of any Obligor to the Lender, now existing or hereafter executed in connection with any of the Obligations; including, but not limited to, a loan agreement, if applicable, and any agreement guaranteeing payment of any of the Obligations; (ii) any default of any Obligor in the payment or performance of any other liabilities, indebtedness or obligations to any other creditor or to allow or permit any other liabilities, indebtedness or obligations to any other creditor to be accelerated; (iii) any failure of any Obligor to furnish the Lender additional information upon request, including, but not limited to current financial information; (iv) any failure of any Obligor or Pledgor to observe or perform any agreement, covenant or promise contained herein, or in any agreement, instrument or certificate executed in connection with the granting of a security interest in property to secure the Obligations; (v) any warranty, representation or statement made or furnished to the Lender by or on behalf of any Obligor or Pledgor in connection with the extension of credit evidenced by this Agreement proving to have been false in any material respect when made or furnished; (vi) any loss, theft, substantial damage, destruction, sale, foreclosure of or encumbrance to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon or the rendering of any judgment or lien or garnishment or attachment against any Obligor or his property, whether actual or threatened; (vii) the dissolution, change in control, termination of existence, insolvency, business failure, or appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws, state or federal, by or against, the Borrower or any other Obligor; (viii) any discontinuance or termination of any guaranty of any of the Obligations by a guarantor; (ix) any failure by the Borrower to observe the authorized credit limits on the Account; or (x) the Lender determining in good faith that the prospect of payment or performance hereunder is impaired or that there has been a material, adverse change in any Obligor's financial condition, thereupon, or at any time thereafter, to the extent permitted by law, the Lender at its option may terminate any obligation to extend any additional credit or make any other financial accommodation to the Borrower and/or may declare all of the Obligations to be immediately due and payable all without notice or demand, and shall have in addition to and independent of the right to declare the Obligations to be due and payable and any other rights of the Lender under this Agreement or any other agreement with any Obligor or any Pledgor, the remedies of a secured party under the Uniform Commercial Code of the State of South Carolina amended from time to time (the "Code"), including, without limitation thereto, the right to take possession of the Collateral, or the proceeds thereof and to sell or otherwise dispose thereof, and for this purpose, to sign in the name of any Obligor or Pledgor any transfer, conveyance or instrument necessary or appropriate in order for the Lender to sell or dispose of any of the Collateral. The rights of the Lender specified herein shall be in addition to, and not in limitation of the Lender's rights under the Code, or any other statute or rules of law conferring rights similar to those conferred by the Code, and under the provisions of any other instrument or agreement executed by the Borrower, any other Obligor, or any Pledgor to the Lender.

The security agreement set forth herein and the security interest in the Collateral created hereby shall terminate only when all of the Obligations have been indefeasibly paid in full and such payments are no longer subject to rescission, recovery or repayment upon the bankruptcy, insolvency, reorganization, moratorium, receivership or similar proceeding affecting the Borrower or any other Pledgor or Obligor.

No waiver by the Lender of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Borrower shall bind the heirs, legal representatives, successors and assigns of the Borrower.

All Obligors and Pledgors, whether bound by this or by separate instrument or agreement, shall be jointly and severally liable for the indebtedness evidenced by this Agreement and hereby severally (a) waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest and any and all other notices and demands whatsoever; (b) consent that at any time, or from time to time, payment of any sum payable under this Agreement may be extended without notice whether for a definite or indefinite time; and (c) agree to remain liable until all of the Obligations are paid in full notwithstanding any impairment, substitution, release or transfer of Collateral or any one or more Borrower or Obligor by the Lender, with or without consideration, or of any extension, modification or renewal. No conduct of the holder shall be deemed a waiver or release of such liability, unless the holder expressly releases such party in writing.

The Borrower shall pay to the Lender on demand all expenses, including reasonable attorneys' fees and expenses of legal counsel, incurred by the Lender in any way arising from or relating to the enforcement or attempted enforcement of the Agreement and any related guaranty, collateral document or other document and the collection or attempted collection, whether by litigation or otherwise, of the Agreement. Time is of the essence.

Pledgor hereby waives any action on delinquency in respect of the Obligations, including any right to require the Lender to sue or otherwise enforce payment thereof against any Obligor or any Collateral other than the Collateral pledged by Pledgor. Pledgor further waives any rights pursuant to any invalidity or disability in whole or in part with respect to the liability of any Obligor. Pledgor consents that, at any time, and from time to time, either with or without

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
Statement of Purpose for an Extension of Credit Secured by Margin Stock
(Federal Reserve Form U-1)

Wachovia Bank, N.A.

Name of Bank

This report is required by law (15 U.S.C. §78g and 78w; 12 CFR 221).

Public reporting burden for this collection of information is estimated to average 4.2 minutes (0.07 hours) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection

of information. Send comments regarding this burden estimate, including suggestions for reducing this burden, to Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, N.W., Washington, D.C. 20551; and to the Office of Management and Budget Paperwork Reduction Project (7100-0115), Washington, D.C. 20503.

Instructions

1. This form must be completed when a bank extends credit in excess of \$100,000 secured directly or indirectly, in whole or in part, by any margin stock.

2. The term "margin stock" is defined in Regulation U (12 CFR 221) and includes principally: (1) stocks that are registered on a national securities exchange or that are on the Federal Reserve Board's List of Marginable OTC Stocks; (2) debt securities (bonds) that are convertible into margin stocks; (3) any over-the-counter security designated as qualified for trading in the National Market System under a designation plan approved by the Securities and Exchange Commission (NMS Security); and (4) shares of most mutual funds, unless 95 per cent of the assets of the fund are continuously invested in U.S. government, agency, state, or municipal obligations.

3. Please print or type (if space is inadequate, attach separate sheet).

Part 1 To be completed by borrower(s)

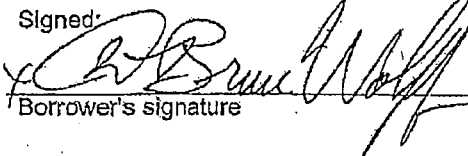
1. What is the amount of the credit being extended? \$78,000.00

2. Will any part of this credit be used to purchase or carry margin stock? ☐ Yes ☒ No

If the answer is "no," describe the specific purpose of the credit. Working Capital

I (We) have read this form and certify that to the best of my (our) knowledge and belief the information given is true, accurate, and complete, and that the margin stock and any other securities collateralizing this credit are authentic, genuine, unaltered, and not stolen, forged, or counterfeit.

Signed:


Borrower's signature

Date

Signed:

Borrower's signature

Date

D. Bruce Wolff

Print or type name

Print or type name

This form should not be signed if blank.

A borrower who falsely certifies the purpose of a credit on this form or otherwise willfully or intentionally evades the provisions of Regulation U will also violate Federal Reserve Regulation X, "Borrowers of Securities Credit".

Part II To be completed by bank only if the purpose of the credit is to purchase or carry margin securities (Part I (2) answered "yes")

1. List the margin stock securing this credit; do not include debt securities convertible into margin stock. The maximum loan value of margin stock is 50 percent of its current market value under the current Supplement to Regulation U.

No. of shares	Issue	Market price per share	Date and source of valuation (See note below)	Total market value per issue

2. List the debt securities convertible into margin stock securing this credit. The maximum loan value of such debt securities is 50 percent of the current market value under the current Supplement to Regulation U.

Principal amount	Issue	Market price	Date and source of valuation (See note below)	Total market value per issue

3. List other collateral including nonmargin stock securing this credit.

Describe briefly	Market price	Date and source of valuation (See note below)	Good faith loan value

Note: Bank need not complete "Date and source of valuation" if the market value was obtained from regularly published information in a journal of general circulation or an automated quotation system.

Part III To be signed by a bank officer in all instances.

I am a duly authorized representative of the bank and understand that this credit secured by margin stock may be subject to the credit restrictions of Regulation U. I have read this form and any attachments, and I have accepted the customer's statement in Part I in good faith as required by Regulation U*; and I certify that to the best of my knowledge and belief, all the information given is true, accurate, and complete. I also certify that if any securities that directly secure the credit are not or will not be registered in the name of the borrower or its nominee, I have or will cause to have examined the written consent of the registered owner to pledge such securities. I further certify that any securities that have been or will be physically delivered to the bank in connection with this credit have been or will be examined, that all validation procedures required by bank policy and the Securities Exchange Act of 1934 (section 17(f), as amended) have been or will be performed, and that I am satisfied to the best of my knowledge and belief that such securities are genuine and not stolen or forged and their faces have not been altered.

Signed: Wachovia Bank, N.A.

Date

Vice President

Title

Bank officer's signature

Tim Langfitt

Print or type name

*To accept the customer's statement in good faith, the officer of the bank must be alert to the circumstances surrounding the credit and, if in possession of any information that would cause a prudent person not to accept the statement without inquiry, must have investigated and be satisfied that the statement is truthful.

Among the facts which would require such investigation are receipt of the statement through the mail or from a third party.

This form must be retained by the lender for three years after the credit is extinguished.

Exhibit B

South Carolina - Line of Credit Direct Advance

Use Only For Advances Prior to Account Setup

30005122

WACHOVIA

Account Number

[REDACTED]

D Bruce Wolff

Name of Account

[Signature]

Customer Signature

[Signature]

Approved By

37172

P.B. Number

4/15/99

Date of Advance

Amount

\$ 78000.00

RECEIVED 04-15-1999

PROCESSED BY 10-1-99

Substandard Copy

ONLY

Exhibit C

To ensure ongoing service and access to credit,
please respond by **December 1, 2010**

Application Date: 11/29/2010
File: 1030-100400026722
Doc Family: Loan Origination
Doc Type: Acceptance Certificate

WELLS
FARGO

Your Wells Fargo BusinessLine® Authorization Form

You need to return this form by December 1, 2010

2 easy ways to respond:

Fax: By December 1, fax your completed authorization form toll-free to 1-866-365-9746, 24 hours a day, 7 days a week.

Phone: For questions or to authorize by phone, call 1-888-371-1044, Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time. Please mention reservation number 100400026722 when you call.

This authorization form is for:

TELEPHONE #
803-779-2433

D. Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287

Reservation number:
100400026722

Authorization form

- I. Business information:** Please update information that is no longer current. Account conversion is valid for the listed business and owner(s) only. If business or ownership has changed, your current Wachovia Business Line of Credit will be closed and an application for a Wells Fargo BusinessLine line of credit will be sent to you to re-apply.

Legal business name (please print)	Business phone number ()
Business address	
City	State Zip

- II. Authorize today:** Be prepared and send your authorization in immediately.

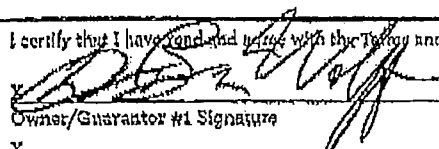
You authorize conversion, subject to final approval, of your Wachovia Business Line of Credit to a Wells Fargo BusinessLine line of credit in order to maintain access to your unsecured credit source.

Regardless of when you contact us, today or by December 1, 2010, the conversion of your account to a Wells Fargo BusinessLine line of credit will not take place until February 2011. Until that time, continue to bank as you usually do.

Remember, in order to convert your Wachovia Business Line of Credit to a Wells Fargo BusinessLine account, we must receive your authorization by December 1, 2010.

If the information you supplied on this authorization form changes prior to December 1, 2010, you must contact us at 1-888-371-1044, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Central Time.

- III.** I certify that I have read and agree with the Terms and Conditions on the reverse side of this authorization form, including the personal guaranty.

X  Owner/Guarantor #1 Signature

Title

Date

X Owner/Guarantor #2 Signature

Title

Date

11-29-10

Keep a copy of this authorization form for your records

Wells Fargo BusinessLine Terms and Conditions

By signing the front of this Authorization Form, I accept on behalf of the Business named on reverse ("Customer") the terms and conditions of this Authorization, including the terms and conditions of the Wells Fargo BusinessLine Customer Agreement that has been provided to Customer with this Authorization. I certify that I am authorized to submit this Authorization Form on behalf of the Business and that any information provided in connection with this Authorization Form, including federal and state income tax returns (if any), are true, correct, and complete. I authorize Wells Fargo Bank, N.A. ("Bank") to obtain consumer and business reports from and to report credit information to others, including the Internal Revenue Service and state taxing authorities, about me and my business. I agree to notify Bank promptly of any material change in such information. I agree that if there has been a material change in such information, a new application for credit may be required before conversion to a Wells Fargo BusinessLine account will be approved. I agree to pay Bank's costs and attorneys' fees in enforcing the Customer Agreement. I agree that use of any feature of the BusinessLine account or BusinessLine® MasterCard® card may be used as evidence of the foregoing authorizations, acceptances, and agreements. I agree that (if), in my individual capacity, have agreed to jointly and severally unconditionally guarantee and promise to pay to Wachovia all indebtedness of the Customer at any time arising under or relating to the Wachovia Business Line of Credit that is to be converted to a Wells Fargo BusinessLine line of credit, such guaranty will apply to this Authorization Form, the Customer Agreement, and indebtedness incurred under the Wells Fargo BusinessLine line of credit as well as any extensions, increases, or renewals of that indebtedness.

I agree that all guarantors of and individuals personally liable for debt incurred by the Customer, on the Wachovia Business Line of Credit agreement, will have full access to the Wells Fargo BusinessLine account.

I agree that if a credit limit increase is requested on my Wachovia Business Line of Credit before my Wachovia account converts to a Wells Fargo BusinessLine line of credit, the Wells Fargo BusinessLine credit limit will be increased by the amount approved by the Bank, and any use of the Wells Fargo BusinessLine Account will further evidence my acceptance of the increased credit limit.

Important notice about credit reporting. I agree that Bank may report information about my Account(s) to credit bureaus and consumer reporting agencies in the name of my Business and in the name of any guarantor(s), and that late payments, missed payments, or other defaults on your Account(s) may be reflected in my and guarantor(s) credit report(s) and consumer report(s).

Telephone monitoring and contacting you. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts you may owe, that we may from time to time make calls and send text messages to you, using pre-recorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account.

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53815



BusinessLine®

Customer Agreement

Effective April 1, 2010

This BusinessLine Customer Agreement ("Agreement") governs the BusinessLine Account ("Account") that Wells Fargo Bank, N.A. ("Bank", "we") is establishing for use by your business organization ("Customer", "you") and your designated representatives. Customer accepts and agrees to be bound by the terms and conditions of the Agreement from the time the Account is opened. Use of the Account, SUPERCHECKS™ drafts or a BusinessLine® MasterCard® card ("BusinessLine Card"), or a request for a transfer from the Account by anyone authorized by the Customer, shall be evidence the Customer's acceptance of the terms and conditions of this Agreement, including but not limited to applicable Finance Charges and Other Charges. The Account will be used for business purposes only. In no event shall the Account be used for any transaction that is illegal under any applicable law. Customer represents that it is not a Money Service Business as defined by federal law, or has identified itself to Bank as such a business and has complied with all applicable laws, rules and regulations governing such businesses. Customer agrees to comply with each and every term and condition of this Agreement as set forth below:

PROGRAM FEATURES. All program features may not be available. Consult your Welcome Letter for the Terms and Conditions applicable to your Account.

PROMISE TO PAY. Customer agrees to pay Bank, when due, the total of all purchases and advances made on the Account. Customer also promises to pay the total of any Finance Charges and Other Charges due on the Account, as stated in this Agreement, and all costs and expenses including any attorney's fees incurred in enforcing this Agreement.

CREDIT LIMIT. The Credit Limit of an Account is shown in separate correspondence provided to Customer at the time an Account is opened, and on each of the monthly periodic (billing) statements issued for that Account. Customer agrees not to use or permit the use of an Account in any way that will cause an Account to exceed its Credit Limit. Customer agrees that it is responsible for repaying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. Bank may, at its option, assess an Overlimit Fee, close the Account, exercise any of its other remedies under this Agreement, and reduce your Credit Limit without notice to you, except in those situations where notice is required by law.

CARD SERVICES. Customer will be issued one or more BusinessLine Cards per Account. The following services are available, up to the amount of the Credit Limit of the Account.

Purchases: A BusinessLine Card may be used to purchase goods or services wherever MasterCard® credit cards are accepted.

Cash Advances: Cash may be advanced from an Account by presenting the BusinessLine Card at a financial institution or an automated teller machine ("ATM") that accepts MasterCard credit cards. You can also get Cash Advances and perform balance inquiries using your BusinessLine Card with a Personal Identification Number ("PIN") at all Wells Fargo® ATMs, or any ATM which displays any of the logos appearing on the back of your BusinessLine Card.

ADDITIONAL BUSINESSLINE CARDS. Customer may request up to 3 additional BusinessLine Cards be issued to either an Account Guarantor or Authorized Signer (defined below). Additional BusinessLine Cards are embossed with a common Account number and business name, but the personal name will be unique. Any person issued an additional BusinessLine Card is granted full access to, and authority to use, the Account. A person issued an additional BusinessLine Card would be able to view the Account in Wells Fargo Online® Banking and also view any other Bank product(s) linked to the Account if that person is also an owner or signor on the other product(s). A person with an additional BusinessLine Card would be able to initiate transfers from the Account and payments to the Account from other linked Bank products.

Account Guarantor: An Account Guarantor is an individual who signed as a personal guarantor at the time of Account opening and is personally liable for the debt incurred on the Account by Customer.

Authorized Signer: An Authorized Signer is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized Signer has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

Authorized User: An Authorized User is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized User is not issued a card, however an Authorized User has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

To Add, Change or Revoke Authorized User/Signer Privileges: If customer wishes to alter Authorized-User/Signer privileges, Customer must contact the National Business Banking Center at 1-800-225-5935. Requests to add or change Authorized User/Signer privileges must be made in writing, via a standard form for such requests. Requests to revoke Authorized User/Signer privileges may be made over the phone, or in writing via standard form for such requests.

To Add, Change or Revoke Additional BusinessLine Cards: All requests to add, change or revoke additional BusinessLine Cards must be made in writing. Customer may obtain a standard form for completing such requests from the National Business Banking Center at 1-800-225-5935.

Ending/Revoking BusinessLine Card Privileges: If Customer wishes to cancel an additional BusinessLine Card or revoke the access granted to an Authorized Signer, Customer must recover the additional BusinessLine Card and return it to Bank at the address listed in the Inquiry & Correspondence section at the end of the Customer Agreement. If the additional BusinessLine Card is not recovered and returned to Bank, Customer shall continue to be liable for all activity even after notifying Bank. If Customer is unable to recover an additional BusinessLine Card, Customer must request that Bank change the Account number and reissue BusinessLine Cards only to those persons who remain authorized by Customer.

AUTHORIZATIONS. All transactions on your Account are subject to prior approval by Bank ("Authorizations"). Bank reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Bank may deny an Authorization if Bank suspects that the Account is being used without Customer's permission. If our Authorization system is not working fully, we may be unable to give an Authorization even though the transaction would not exceed the Credit Limit and your Account is in good standing. Bank shall not be liable for failing to give any such Authorization. Bank may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit, and Customer agrees it is liable for any such transactions as well as the associated Overlimit Fees and Finance Charges.

OVERDRAFT PROTECTION ADVANCES. Bank offers a number of overdraft protection plans that may help you avoid the inconvenience and expense of overdrafts and returned items in a Wells Fargo® Business Checking Account ("Checking Account"). Overdraft advances will post to your Account as Cash Advances. The types of accounts that can be linked for overdraft protection depend on the Checking Account you have. Some Checking Account plans also allow you to link your Checking Account to both a credit Account and a deposit account at the same time. If this is the case, the following will apply:

- If you choose both a deposit account and a credit Account as overdraft protection, you can designate the account from which you want the funds advanced first.
- If you do not designate an account, Bank will automatically advance funds from your credit Account first, subject to credit availability under this Agreement, and then from your deposit account. If there is not enough available credit to cover the entire amount of an item presented for payment in the Checking Account, the item may be returned unpaid.
- Overdraft protection can also help you avoid having items returned due to holds placed on deposits to your Checking Account and can allow you access to your Checking Account funds (up to the amount of available credit in your credit Account) while the hold is in place.

Bank will transfer the exact dollar amount to cover the overdraft, subject to a minimum overdraft advance amount of \$25. If the amount of available credit on your Account is less than \$25, or less than the overdraft, Bank will transfer the amount of the available credit. If the linked deposit account is an unconverted Wachovia checking account, the amount(s) advanced for overdraft protection will be in \$100 increments. Overdraft advances, as well as applicable fees and finance charges, may cause the balance on your Account to exceed the Credit Limit, which can result in the assessment of an Overlimit Fee. If there is more than one person authorized to access, or listed on, the Checking Account, Customer will be responsible for all overdraft advances to the Account regardless of which individual accessed the Checking Account funds.

Additionally, Bank reserves the right to terminate Overdraft Protection without notice if overdraft advance transactions are the result of payments to the Account, or if a zero or negative balance is maintained in the Checking Account for more than one month. Overdraft Protection is an optional feature that may not be available on an Account. Transaction Finance Charges apply to each overdraft protection advance. Periodic Finance Charges apply to all overdraft protection advance balances from the date of each advance.

SUPERCHECKS™ ADVANCES. SUPERCHECKS drafts are designed for use with the Account. The drafts may be used like normal bank checks and will post to your account as Cash Advances; however account information may not be used to authorize electronic debits to your Account. When the Bank receives a draft, the Bank will pay it by advancing the amount of the draft from the Account unless the Account is delinquent, in default, closed or the draft would cause the balance to go over the Credit Limit of the Account. You may not write SUPERCHECKS drafts as payment for your Account. All SUPERCHECKS drafts must be written in U.S. dollars. No fees are assessed when ordering SUPERCHECKS. If you have a dispute with a merchant regarding property or services that you are unable to resolve with the merchant, and you used a SUPERCHECKS draft as payment, you will not have the right to assert against us any claims or defenses involving that transaction.

SUPERCHECKS Stop Payment: Bank does not guarantee the stop payment of a SUPERCHECKS draft; however, we will make an attempt to stop payment of the draft within a reasonable period of time after we receive your stop payment order, provided all information given to us is accurate and complete, and the draft has not already been paid. The stop will remain on our system for six months, unless the stop is revoked or the item is stopped. After six months, if Customer wishes to re-enter the stop payment, the Customer must contact Bank at that time.

PAYMENTS. Customer will receive a periodic statement every month for the Account. The New Balance shown on the statement is the total of all unpaid obligations that have been posted to the account as of the Closing Date shown on statement. Customer may pay the Total Amount Due shown on the statement or any greater amount, but Bank must receive at least the Total Amount Due shown on the statement, in immediately

available U.S. funds drawn on a U.S. bank, by the Current Payment Due Date shown on the statement. We may refuse to accept any payments by third party check or draft that have been endorsed to us or which have been drawn by anyone other than you.

Current Payment Due: If your Account was opened on or after the Effective Date of this Customer Agreement, your Current Payment Due will be equal to the sum of Finance Charges, Bank Fees, Other Charges plus 1% of your New Ending Balance; rounded to the next higher dollar, with a \$50 minimum. However, if the New Balance is less than \$50, the entire New Balance is the Current Payment.

If your Account was opened prior to the Effective Date, your Current Payment Due will remain unchanged unless we provided you notice of a change.

If your account is a converted Wachovia account, refer to the Wells Fargo BusinessLine account Welcome Letter for current payment due.

Total Amount Due: The Total Amount Due shown on the statement is equal to the Current Payment Due PLUS any Past Due Amount. If there is no Past Due Amount, then the Total Amount Due shown on the remittance coupon is equal to the Current Payment Due.

Minimum Payment Changes: Bank reserves the right to require accelerated payments, while your account is open, and when the account is closed for any reason and has a balance.

Automatic Payment: Automatic Payment service facilitates pre-scheduled automatic payments from a deposit account designated by you to pay your Account any month a balance is due. You may authorize payment of the Total Amount Due, or a greater amount. We may require that you provide such an authorization as a condition of approving your Account and/or keeping your Account open. Please see separate correspondence from Bank regarding such a requirement. If an automatic payment is returned or reversed for any reason, or if an automatic payment results in an overdraft advance from the same designated deposit account, Bank may terminate the Automatic Payment service without notice and/or close your Account.

Other Payment Information:

- Fees for additional Bank products/services charged to your Account may or may not be included in the Current Payment Due. If fees for these products are to be included in the Current Payment Due, those fees will be described in the separate information provided with those products/services.
- Your monthly payments and any credits will be applied in an order determined by Bank at its sole discretion. Generally, payments are first applied to any Bank Fees and Finance Charges then to balances with lower interest rates and then to balances with higher interest rates.
- Payments that are received at the payment processing address (printed on each statement) by 5 p.m. on any business day will be credited as of the day of receipt. Payments received after 5 p.m. or on non-business days may be credited as of the next business day. Payments made at other Bank locations may not be credited for up to five business days.

We may, at our discretion, withhold a portion of the available credit on your Account up to the amount of any payment(s) in order to ensure that the check or other payment instrument is honored.

We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Our acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment. If you intend to pay your Account in full with an amount less than the total balance owing on your Account, payments must be sent to: Payment Remittance Center, PO Box 54349, Los Angeles, CA 90054-0349. Please note that such payments will not discharge your full debt.

FINANCE CHARGE. The total Finance Charge is the sum of the Periodic Finance Charge plus the Transaction Finance Charge assessed on the Account. The method used to determine the balance or balances upon which these are computed is as follows:

- A. **Periodic Finance Charge:** For each type of balance on your Account (i.e., the Cash Advance balance, the Purchase balance or Other balance) the Periodic Finance Charge is calculated by multiplying the Average Daily Balance ("ADB") during the billing cycle by the number of days in the billing cycle and then multiplying this product by the applicable Daily Finance Charge Rate ("Daily Rate"). Periodic Finance Charge = (ADB) x (#days) x (Daily Rate).

Calculation of Average Daily Balance ("ADB"): To calculate your ADB each month, we calculate the daily balance for each day in the billing period ("Daily Balance"), add the Daily Balances together, and divide that total amount by the number of days in the billing period. ADB's for Cash Advances, Purchases, and Other categories are calculated separately and may be subject to different rates.

For each category of balance (Cash Advances, Purchases, and Other), we calculate the Daily Balance by starting with the beginning balance related to that category plus any new activity (Cash Advances, Purchases, and Other) posted as of that day, plus any related unpaid Finance Charges, Transactions, or Other Charges, and add a Periodic Finance Charge equal to the previous day's balance multiplied by the applicable Daily Finance Charge Rate. We subtract the amount of any payments or credits applied to that balance category.

Daily Finance Charge Rate: The Daily Finance Charge Rate will either be a fixed rate or variable rate. Please refer to separate correspondence from the Bank provided at the time your Account is opened or at a later date to determine your interest rate. The Daily Finance Charge Rate for Cash

Advances, Purchases, and Other balances may differ. The Daily Finance Charge Rate is calculated by dividing the applicable interest rate by 365.

If your Account is subject to a variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo Prime Rate in effect during the Determination Date Range and adding a Spread. The Bank initially determines your Spread based on the evaluation of your credit risk. The Bank may subsequently change the Spread at Bank's sole discretion. Please refer to separate correspondence from the Bank regarding your Spread.

Wells Fargo Prime Rate: For purposes of this calculation, the Wells Fargo Prime Rate is the rate announced by the Bank from time to time as its "Prime Rate." The Determination Date Range for changing your variable interest rate will be the 30 calendar days previous to each of your Statement Closing Dates, so the Daily Finance Charge Rate shown on your statement may or may not change in the month following a change in the Wells Fargo Prime Rate. Any changes in your Daily Finance Charge Rate will apply to both current and future balances on the Account and the Daily Finance Charge Rate will continue to vary even if the Account is closed.

Transaction Finance Charge: The transaction Finance Charge is a one-time charge made each time certain types of Cash Advances are posted to the Account.

- The charge for each advance or transfer made at an ATM is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The charge for each advance obtained over-the-counter from a bank or financial institution is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The charge for each Overdraft Protection advance is based on the amount of the advance as follows:

Overdraft Advance of:	Charge amount
Up to \$25_____	\$10
\$25.01 to \$100_____	\$12.50
\$100.01 to \$500_____	\$15
\$500.01 or more_____	\$20

- If the linked deposit account is an unconverted Wachovia checking account, the amount(s) advanced for overdraft protection will be in \$100 increments.
- The charge for each advance transacted at a casino, other wager or lottery ticket purchase, or advance via wire transfer is 4% of the amount of each such transaction or purchase with a \$10 minimum and no maximum.
- **There is NO TRANSACTION FINANCE CHARGE for using SUPERCHECKS drafts to advance funds.**
- **There is NO TRANSACTION FINANCE CHARGE for using telephone transfer, Wells Fargo Online® Banking services to advance funds to your Checking Account, or fund Bill Pay transactions.**

WHEN FINANCE CHARGE BEGINS. The Periodic Finance Charge for Purchases and Advances begins on the date the transaction was made. The Periodic Finance Charge for SUPERCHECKS transactions may begin the earlier of: the transaction date, the date a SUPERCHECKS draft is deposited by the payee, or the date we receive the SUPERCHECKS draft for posting to your Account.

OTHER CHARGES. The total of Other Charges that may be charged to the Account is the sum of:

Fees That May Be Assessed Annually: Bank may assess an Opening Fee or Annual Fee for the first year and an Annual Fee each year thereafter. Alternatively, Bank may assess an Inactivity Fee for each year that the Account activity remains below the threshold established by Bank. Please refer to separate correspondence for pricing details.

Annual Fees and Inactivity Fees will not be refunded in whole or in part after assessment, even if the Account is subsequently suspended, closed or terminated for any reason. Bank may assess an Annual Fee or Inactivity Fee on each closed Account for each year a balance is maintained in the Account.

Late Charge: If Bank does not receive at least the Total Amount Due by the Current Due Date shown on your periodic statement, Bank may assess a Late Charge of \$39. However, if the New Balance shown on your previous statement is less than \$100, the Late Charge will be \$25 and, if Account has been delinquent two or more times in the past 12 billing cycles, Bank may assess a Late Charge of \$50. We may individually contact Customers to inform them of other Late Charge amounts in cases of default.

Overlimit Fee: If your Account balance exceeds your Credit Limit, Bank may assess an Overlimit Fee that is 1.5% of the overlimit amount, subject to a \$39 minimum and a \$75 maximum, any time your balance exceeds your Credit Limit. An Overlimit Fee may be assessed each month in which the balance on the Account exceeds the Credit Limit.

Returned Check Fee: If payment on the Account is made with a check or other item that is not honored for any reason, Bank may assess a \$29 fee. If Customer pays more than one Account with an item, a \$29 fee may be assessed against each affected Account. The bank on which the check or item was drawn may impose a separate fee for the dishonored item.

Returned SUPERCHECKS Fee: If Bank receives a SUPERCHECKS draft for payment, and the Account has insufficient funds to cover the amount

of the draft, or if the Account is otherwise not in good standing, the draft may be returned unpaid. Bank may also assess a \$29 fee.

Stop Payment Fee: If Customer requests that Bank place a "Stop Payment" on a SUPERCHECKS draft, the Bank may assess a charge of \$29 for each Stop Payment request.

Research Fee: Certain Bank services incurred in connection with the Account are subject to additional fees. If Customer requests that Bank research the Account, for example, to update Customer's business records, \$5 may be assessed for each sales slip copy Bank provides, \$3 may be assessed for each monthly statement Bank provides and \$20 per hour may be assessed for other Bank research services. The hourly charge will apply as follows:

1-15 Minutes	\$5
16-30 Minutes	\$10
31-45 Minutes	\$15
46-60 Minutes	\$20

These fees will not be charged if Customer makes a good faith inquiry about a suspected error on a periodic statement.

Foreign Currency Conversion Fee: If Customer originates a transaction in a foreign currency, Bank may assess a 3% Currency Conversion Fee on the converted dollar amount of each such transaction. See below for additional information.

Bank may waive any of the fees in this Agreement at Bank's discretion; however, Bank reserves the right to begin charging any fee that was previously waived without providing prior notice to you.

DEFAULT. The following constitute defaults under this Agreement: (1) a payment is not made when it is due; (2) the terms of this Agreement are breached in any way; (3) Customer defaults under the terms of any other obligation to Bank; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's Account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or volume of Customer's business; (6) Customer becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired; (7) payments to Account are returned or reversed for any reason; (8) failure to submit required information the Bank deems necessary; (9) Customer's Account balance exceeds the Credit Limit; or (10) Bank observes excessive or suspicious Account usage or suspects an Account is involved in kiting. Customer will be charged the applicable Finance Charge Rate after any default under this Agreement.

BANKER'S LIEN AND RIGHT OF SET-OFF. Bank has a general lien under South Dakota law on any of Customer's personal property in Bank's possession. In the event Customer does not make payment on the Account as agreed, Bank may exercise its right of set-off against any obligation Bank owes to Customer, including a set-off against any deposit account(s) Customer has with Bank to the extent permitted by law.

REMEDIES. In the event of any default or failure to meet any condition under the preceding paragraphs, Bank may, at its option, and without prior notification:

- (1) close any or all Accounts to all use, including other types of accounts that the owner or guarantor is responsible for or a signer on;
- (2) accelerate payment of the full balance on any or all Accounts and thereby require immediate payment of the full balance of such Accounts including, without limitation, any Finance Charge and Other Charges;
- (3) fix monthly Account payments at a higher amount;
- (4) immediately terminate any promotional rates and/or raise the Finance Charge Rate on existing and new balances; and/or
- (5) fix the Late Charge at a higher amount;
- (6) require that you immediately pay the entire overlimit amount or we may increase your minimum payment.

ARBITRATION PROGRAM.

- (a) **Binding Arbitration:** Upon the demand of any party, whether made before the institution of any judicial proceeding or not more than 60 days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above, any Dispute (as defined below) shall be resolved by binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any action, dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise, now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with (1) any agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents, or instruments (collectively, the "Document" or "Documents"); (2) all past, present, or future loans, lines of credit, notes, instruments, drafts, credits, accounts, deposit accounts, safe deposit boxes, safekeeping agreements, guarantees, letters of credit, goods or services, or other transactions, contracts or agreements of any kind whatsoever; (3) any past, present or future incidents, omissions, acts, errors, practices, or occurrences causing injury to either party whereby the other party or its agents, employees or representatives may be liable, in whole or in part; or (4) any other aspect of the past, present or future relationships of the parties including any agency, independent contractor or employment relationship but excluding claims for workers' compensation and unemployment benefits ("Relationship"). Any party to this Arbitration Program may by summary proceedings bring any action in court to compel arbitration of any Dispute. Any party who fails or refuses to submit to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration of any Dispute. The parties agree that by engaging in activities with or involving each other as described above, they are participating in transactions involving interstate commerce or "commerce" as that term is used in the Federal Arbitration Act, Title 9 of the United States Code ("FAA"). The parties understand that by this agreement they have decided that their disputes shall be resolved by binding arbitration rather than in court, and once decided by arbitration no dispute can later be brought, filed or pursued in court before a judge or jury.
- (b) **Governing Rules:** All Disputes between the parties submitted to arbitration shall be resolved by binding arbitration administered by the

American Arbitration Association (the "AAA"), or some other administrator if mutually agreeable to the parties, in accordance with the Commercial Arbitration Rules of the AAA, the Federal Arbitration Act (Title 9 of the United States Code) and to the extent the foregoing are inapplicable, unenforceable or invalid, the applicable substantive law designated in the Documents relating to the Dispute. In the event of any inconsistency between this Arbitration Program and such rules and statutes, this Arbitration Program shall control. Judgment upon any award rendered hereunder may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or a similar state law which may be applicable, such as Texas Banking Code art. 342-609.

- (c) **No Waiver: Preservation of Remedies; Multiple Parties.** No provision of, nor the exercise of any rights under, this Arbitration Program shall limit the right of any party, during any Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, foreclosing or proceeding under forcible entry and detainer for possession of any real or personal property, and any such action shall not be deemed an election of remedies. Such rights shall include, without limitation, rights and remedies relating to (1) foreclosing against any real or personal property collateral or other security; (2) exercising self-help remedies including set-off rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction. Such rights can be exercised at any time except to the extent such action is contrary to a final award or decision in any arbitration proceeding. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Dispute to arbitration, nor render inapplicable the compulsory arbitration provisions hereof. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly or severally, or against one or more of them, less than all, without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons, such as sureties or guarantors, in any proceeding against a particular person. A party may release or settle with one or more liable persons without releasing or impairing rights to proceed against any persons not so released. This Arbitration Program shall not apply to a dispute concerning indebtedness secured by real estate if the single action rule statutes of California, Idaho or any other applicable law would preclude enforcement of a mortgage, lien or security interest securing such indebtedness as a result of the arbitration of such dispute, unless the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration.
- (d) **Arbitrator Powers and Qualifications: Awards.** Arbitrators are empowered to resolve Disputes by summary rulings. Arbitrators shall resolve all Disputes in accordance with the applicable substantive law. Any arbitrator selected shall be required to be a practicing attorney and shall be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the Dispute. All statutes of limitation applicable to any Dispute shall apply to any proceeding in accordance with this Arbitration Program. With respect to a Dispute in which the claims or amounts in controversy do not exceed \$1,000,000, a single arbitrator shall be chosen and shall resolve the Dispute by rendering an award not to exceed \$1,000,000, including all damages of any kind whatsoever, including costs, fees and expenses. Submission to a single arbitrator shall be a waiver of all Parties' claims to recover more than \$1,000,000. A Dispute involving claims or amount in controversy exceeding \$1,000,000 shall be decided by a majority vote of a panel of three arbitrators (an "Arbitration Panel"), the determination of any two of the three arbitrators constituting the determination of the Arbitration Panel, provided, however, that all three Arbitrators on the Arbitration Panel must actively participate in all hearings and deliberations. Arbitrators, including any Arbitration Panel, may grant any remedy or relief deemed just and equitable and within the scope of this Arbitration Program and may also grant such ancillary relief as is necessary to make effective any award. Arbitrators, including any Arbitration Panel, shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to prevailing party. Arbitrators shall be empowered to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable State Rules of Civil Procedure and applicable law. Arbitrator(s) shall be empowered, at the written request of any Party in any Dispute, 1) to consolidate in a single proceeding any multiple party claims that are substantially identical or based upon the same underlying transaction; 2) to consolidate any claims and Disputes between other Parties which arise out of or relate to the subject matter hereof, including all claims by or against borrowers, guarantors, sureties and/or owners of collateral; and 3) to administer multiple arbitration claims as class actions in accordance with Rule 23 of the Federal Rules of Civil Procedure. In any consolidated proceeding the first arbitrator(s) selected in any proceeding shall conduct the consolidated proceeding unless disqualified due to conflict of interest. Arbitrator(s) and Arbitration Panels shall be required to make specific, written findings of fact and conclusions of law. The determination of an Arbitrator or Arbitration Panel shall be binding on all parties and shall not be subject to further review or appeal except as otherwise allowed by applicable law.
- (e) **Miscellaneous:** To the maximum extent practicable, the AAA, the Arbitrator (or Arbitration Panel, as appropriate) and the parties shall take any action necessary to require that an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then in the state of the applicable substantive law designated in the Documents relating to the Dispute at a location selected by the Administrator. With respect to any Dispute, each party agrees that all discovery activities shall be expressly limited to matters directly relevant to the Dispute and any Arbitrator, Arbitration Panel and the AAA shall be required to fully enforce this requirement. Each party agrees to keep all Disputes subject to arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. This Arbitration Program shall be construed in accordance with the Federal Arbitration Act, other applicable Federal law, and applicable law of the state of South Dakota unless and except to the extent that another state's law is specifically designated for certain purposes herein. With respect to proceedings involving residents of Colorado, the provisions of CRS 13-22-201 et seq. and CRS 13-21-102(5) shall apply. With respect to proceedings involving residents of the State of Washington, the Arbitrator(s) shall not have the power to award punitive or exemplary damages except where such damages are specifically provided for by a Washington statute upon which the award could have been based if litigated in a Washington court. This Arbitration Program constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior arrangements and other communications on dispute resolution except with respect to Arbitration

Programs governing disputes to which the Arbitration Program does not apply by virtue of paragraph (c) hereof. The provisions of this Arbitration Program shall survive any termination, amendment, or expiration of the Documents or the Relationship, unless the parties otherwise expressly agree in writing. This Arbitration Program may be amended, changed, or modified only by a specific modification in writing agreed to by all affected parties. If any term, covenant, condition or provision of this Arbitration Program is found to be unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of this Arbitration Program, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

- (f) **LIMITATION ON LAWSUITS.** Customer agrees that any lawsuit based upon any cause of action which Customer may have against Bank must be filed within one year from the date that it arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Bank may lawfully contract to set limitations for bringing suit.
- (g) **TELEPHONE TRANSFERS.** Customer authorizes Bank to make transfers, up to the available Credit Limit, between the Account and other designated accounts specified in writing, upon Bank's receipt of instructions from any of Customer's owners or principals. Ten days after a Customer applies for telephone transfer capabilities, the first telephone transfer request can be made. Each telephone transfer request may take up to three business days for processing. Bank will have no liability for any transfer made upon the written or verbal request of any person believed by Bank in good faith to have been authorized by Customer to submit the request. Customer will indemnify and hold Bank harmless from and against any damages, liabilities, costs or expenses (including attorney's fees) arising out of any claim by Customer or any third party, against Bank in connection with Bank's performance of transfers as described above.
- (h) **FOREIGN CURRENCY TRANSACTIONS.** If you use your BusinessLine Card to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to your Account.
- (i) **Foreign Currency Transaction Procedures:** If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, MasterCard International will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate, which rate may vary from the rate MasterCard International itself receives or (2) a government-mandated rate for the applicable currency as determined under MasterCard regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the cardholder's Account. Bank may assess a Currency Conversion Fee by increasing the currency conversion rate by 3%.
- (j) **Point Of Sale Currency Conversion:** Some merchants outside of the United States offer cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction. If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant. No Currency Conversion Fee is assessed by the Bank for these merchant-converted Foreign Currency Transactions.
- (k) **CREDIT REPORTS AND RE-EVALUATION OF CREDIT.** Customer authorizes Bank to obtain business and personal credit bureau reports in the name of the Customer and guarantor(s) of the Account at any time. Customer agrees to submit to Bank current financial information in the name of the Customer and to submit or cause guarantor(s) to submit to Bank current financial information in the name of guarantor(s) at any time upon request. Such information shall be used for the purpose of evaluating or re-evaluating Customer's and guarantor(s)' creditworthiness. Upon determination that Customer's or guarantor(s)' creditworthiness has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Credit Limit on any or all Accounts. Bank may report its credit experience with Customer and its Account(s) to third parties. Customer agrees that Bank may release information about Customer or Customer's Account to other Wells Fargo companies.
- (l) **Important Notice About Credit Reporting.** Bank may report information about your Account(s) to credit bureaus and/or consumer reporting agencies in the name of your business organization and in the name of any guarantor(s). Late payments, missed payments, or other defaults on your Account(s) may be reflected in your and guarantor(s) credit report(s) and/or consumer report(s).

ECOA INFORMATION. If any application for additional business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Business Direct Loan Center, PO Box 29482, Phoenix, AZ 85038-9482, or call (800) 231-9244, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is: District Office of the Comptroller of the Currency, 1301 McKinley St, Suite 3450, Houston, TX 77010.

RIGHT TO TERMINATE AN ACCOUNT. Bank may terminate any or all of Customer's Accounts at any time, or reduce the amount of Customer's Credit Limit, and may increase the minimum payment on any or all of its Accounts without notice, subject to applicable law, even though Customer may not have defaulted on any Account. If Bank terminates an Account, Customer agrees to destroy any BusinessLine Card or SUPERCHECKS drafts issued on that Account. Customer agrees that it will continue to be responsible for full payment of the balance on the closed Account and all charges to the Account, including, without limitation, SUPERCHECKS advances, Purchases, Cash Advances, and Overdraft Protection advances that post after termination of the Account and any Finance Charge and Other Charges. Any principal/owner of Customer may cancel the Account at any time upon written notification to the Bank.

CHANGE IN TERMS OF AN ACCOUNT. Bank may unilaterally change any of the terms of any of Customer's Accounts at Bank's sole discretion at any time. Bank will provide Customer with such notice as is required by law, by mailing such notice to Customer at the latest address shown in Bank's records. If Customer has elected to receive statements electronically, notices may be delivered to Customer electronically in the same

manner that statements are delivered. Subject to applicable law and provided Bank does not notify Customer otherwise, any changes will apply to the current balance of its Accounts as well as to future balances.

LIABILITY FOR UNAUTHORIZED USE. Bank will not hold Customer liable for the unauthorized use of Account subject to the following:

- (1) Customer must notify Bank immediately if Customer suspects or knows that a BusinessLine Card or SUPERCHECKS drafts are lost or stolen, or in the possession of an unauthorized person, by calling 1-800-225-5935. (if outside of the United States by calling (916) 569-6782);
- (2) Customer must follow up the telephone notification within ten days by providing written notice of the suspected or actual loss or theft of a BusinessLine Card or SUPERCHECKS drafts to: Wells Fargo Fraud Investigation, PO Box 272580, Concord, CA 94527;
- (3) Use of a BusinessLine Card or SUPERCHECKS drafts by a person authorized by Customer to use the Account at any time, even if that person is no longer associated with or employed by Customer, does not constitute unauthorized use, subject to applicable law.

BILLING ERRORS. Customer agrees to notify Bank of any billing errors regarding a merchant transaction posted to the Account within 30 days after receipt of the statement reflecting the error. If Bank is unable to resolve the error with the responsible merchant, Customer agrees to pay Bank the amount in question and further pursuit of the issue with the merchant will become Customer's responsibility.

LAWS GOVERNING THIS AGREEMENT. The laws of the state of South Dakota (excluding its conflict of law provisions) and of the United States of America shall govern this Agreement. If any part of this Agreement cannot be enforced, this fact will not affect the rest of this Agreement. Bank may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest shall be credited against the then unpaid principal balance or refunded to Customer. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating and spreading such sums over the full term of the loan, including all prior and subsequent renewals and extensions. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts) shall not apply to any revolving loan accounts existing under this Agreement.

TELEPHONE MONITORING AND CONTACTING YOU. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts you may owe, that we may from time to time make calls and send text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

TELEPHONE SERVICE. You may contact us toll free at 1-800-225-5935. If you need to contact us from outside the United States you may call collect at (916) 569-6782.

TTY/TDD SERVICE. For TTY/TDD service, contact a telephone relay service provider.

PAYMENT ADDRESS: Wells Fargo Business Payment Processing, PO Box 54349, Los Angeles, CA 90054.

INQUIRY & CORRESPONDENCE ADDRESS: Wells Fargo Business Correspondence, PO Box 348750, Sacramento, CA 95834.

CHANGES OF ADDRESS, TELEPHONE NUMBER, OR NAME. Customer agrees to immediately notify Bank in writing of any change of business or mailing address, telephone number, or business name.

BusinessLine[®]

Customer Agreement

Effective: August 1, 2013

This BusinessLine Customer Agreement ("Agreement") governs the BusinessLine Account ("Account") that Wells Fargo Bank, N.A. ("Bank", "we") is establishing for use by your business organization ("Customer", "you") and your designated representatives. Customer accepts and agrees: (1) to be bound by the terms and conditions of the Agreement from the time the Account is opened, (2) that use of the Account, including but not limited to SUPERCHECKS[™] drafts or a BusinessLine[®] MasterCard[®] card ("BusinessLine Card"), or a request for a transfer from the Account by anyone authorized by the Customer, shall be evidence of the Customer's acceptance of the terms and conditions of this Agreement, including but not limited to applicable Finance Charges and Other Charges and Fees, (3) that the Account will be used for business purposes only, and (4) that in no event shall the Account be used for any transaction that is illegal under any applicable law. Customer represents that it is not a Money Service Business as defined by federal law, or has identified itself to Bank as such a business and has complied with all applicable laws, rules and regulations governing such businesses. Customer agrees to comply with each and every term and condition of this Agreement as set forth below:

PROMISE TO PAY. Customer promises to pay Bank, when due, the total of all purchases and advances made on the Account. Customer also promises to pay the total of any Finance Charges and Other Charges due on the Account, as stated in this Agreement, and all costs and expenses including any attorney's fees incurred in enforcing this Agreement.

CREDIT LIMIT. The Credit Limit of an Account is shown in separate correspondence provided to Customer at the time an Account is opened, and on each of the monthly periodic billing statements issued for that Account. Customer will not use or permit the use of an Account in any way that will cause Account to exceed its Credit Limit. Customer is responsible for repaying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. Bank may, at its option, assess an Overlimit Fee, close the Account, reduce your Credit Limit, and exercise any of its other remedies under this Agreement, without notice to you.

CARD SERVICES. Customer will be issued one or more BusinessLine Cards as requested by Customer. The following services are available, up to the amount of the Credit Limit of the Account.

Purchases: A BusinessLine Card may be used to purchase goods or services wherever MasterCard[®] credit cards are accepted.

Cash Advances: Cash may be advanced from an Account by presenting the BusinessLine Card at a financial institution or an automated teller machine ("ATM") that accepts MasterCard credit cards. You can also get Cash Advances and perform balance inquiries using your BusinessLine Card with a Personal Identification Number ("PIN") at all Wells Fargo[®] ATMs, or any ATM which displays any of the logos appearing on the back of your BusinessLine Card.

ADDITIONAL BUSINESSLINE CARDS. Customer may request up to 3 additional BusinessLine Cards be issued to either an Account Guarantor or Authorized Signer (defined below). Additional BusinessLine Cards are embossed with a common Account number and business name, but the personal name will be unique. Any person issued an additional BusinessLine Card is granted full access to, and authority to use, the Account. A person issued an additional BusinessLine Card would be able to view the Account in Wells Fargo Online[®] Banking and also view any other Bank product(s) linked to the Account if that person is also an owner or signer on the other product(s). A person with an additional BusinessLine Card would be able to initiate transfers from the Account and payments to the Account from other linked Bank products.

Account Guarantor: An Account Guarantor is an individual who signed as an authorized representative of the business and as a personal guarantor of the business' debt to the Bank, who has full access to Account funds and the ability to obtain information about the Account from customer service and online banking. An Account Guarantor is personally liable for the entire debt incurred on the Account.

Authorized Signer: An Authorized Signer is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized Signer has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

Authorized User: An Authorized User is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized User is not issued a card, however an Authorized User has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

To Add, Change or Revoke Authorized User/Signer Privileges: If customer wishes to alter Authorized User/Signer privileges, Customer must contact the National Business Banking Center at 1-800-225-5935. Requests to add or change Authorized User/Signer privileges must be made in writing, via a standard form for such requests. Requests to revoke Authorized User/Signer privileges may be made over the phone, or in writing via standard form for such requests.

To Add, Change or Revoke Additional BusinessLine Cards: All requests to add, change or revoke additional BusinessLine Cards must be made in writing. Customer may obtain a standard form for completing such requests from the National Business Banking Center at 1-800-225-5935.

Ending/Revoking BusinessLine Card Privileges: If Customer wishes to cancel an additional BusinessLine Card or revoke the access granted to an Authorized Signer, Customer must recover the additional BusinessLine Card and return it to Bank at the address listed in the Inquiry & Correspondence section at the end of the Customer Agreement. If the additional BusinessLine Card is not recovered and returned to Bank, Customer shall continue to be liable for all activity even after notifying Bank. If Customer is unable to recover an additional BusinessLine Card, Customer must request that Bank change the Account number and reissue BusinessLine Cards only to those persons who remain authorized by Customer.

AUTHORIZATIONS. All transactions on an Account are subject to prior approval by Bank ("Authorizations"). Bank reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Bank may deny an Authorization if Bank suspects that the Account is being used without Customer's permission. If Bank's Authorization system is not working, Bank may be unable to give an Authorization even though the transaction would not exceed the Credit Limit and your Account is in good standing. For security reasons, Bank cannot explain the details of how the authorization system works. Bank shall not be liable for failing to give any such Authorization. Bank may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit assigned to an Account, and Customer agrees it is liable for any such transactions as well as the associated Overlimit Fees and Finance Charges and Other Charges.

OVERDRAFT PROTECTION ADVANCES. Bank offers a number of overdraft protection plans that may help Customer avoid the inconvenience and expense of overdrafts and returned items in a Wells Fargo® Business Checking Account ("Checking Account"). The types of accounts that can be linked for overdraft protection depend on the Checking Account you have. Some Checking Account plans also allow you to link your Checking Account to both a credit Account and a deposit account at the same time. If this is the case, the following will apply to Overdraft Protection Advances from your credit Account:

- If you choose to link both a deposit account and a credit Account as overdraft protection, you may designate the account from which you want the funds advanced first.
- If you do not designate an account order for Overdraft advances, Bank will automatically advance funds from your linked deposit account first, and then from your linked credit account, subject to credit availability under this Agreement.

Bank will transfer the exact dollar amount to cover the overdraft, subject to your Credit Limit and a minimum overdraft advance amount of \$25. If the amount of available credit on your Account is less than \$25, or less than the overdraft, Bank will transfer the amount of the available credit. Overdraft advances, as well as applicable fees and finance charges, may cause the balance on your Account to exceed the Credit Limit, which can result in the assessment of an Overlimit Fee or application of other Remedies. If there is more than one person authorized to access, or listed on, the Checking Account, Customer will be responsible for all overdraft advances from the credit Account regardless of which individual accessed the Checking Account funds.

Overdraft protection is an optional feature that may not be available on a Checking Account. Bank reserves the right to terminate Overdraft Protection without notice if overdraft advance transactions are the result of payments to the Account, or if a zero or negative balance is maintained in the Checking Account for more than one month. Overdraft Protection is an optional feature that may not be available on an Account. Transaction Finance Charges will apply to each overdraft protection advance. In addition, Periodic Finance Charges apply to all overdraft protection advance balances from the date of the Overdraft protection advance.

SUPERCHECKS™ ADVANCES. SUPERCHECKS drafts may be used to access an Account. The drafts may be used like normal bank checks and will post to your account as Cash Advances. When the Bank receives a draft, the Bank will pay the draft by advancing the amount of the draft from the Account unless the Account is delinquent, in default, closed or the draft would cause the balance to exceed the Credit Limit of the Account. You may not write SUPERCHECKS drafts as payment to your Account. All SUPERCHECKS drafts must be written in U.S. dollars. No fees will be assessed when ordering SUPERCHECKS drafts. If you have a dispute with a merchant regarding property or services that you are unable to resolve with the merchant, and you used a SUPERCHECKS draft as payment, you will not have the right to assert against us any claims or defenses involving that transaction. SUPERCHECKS drafts may only be used and processed as paper drafts. Bank will not honor ACH or other electronic

transactions in which you have given/used the routing transit number and/or account number printed on the SUPERCHECKS drafts. In addition to Bank rejecting any such electronic transaction, the intended payee of the draft may assess fees or penalties.

SUPERCHECKS Stop Payment: Bank does not guarantee the stop payment of a SUPERCHECKS draft; however, we will make an attempt to stop payment of the draft within a reasonable period of time after we receive your stop payment order, provided all information given to us is accurate and complete, and the draft has not already been paid. The stop will remain on Bank's system for six (6) months, unless the stop payment order is revoked or the draft is stopped. After six (6) months, the Customer must contact Bank if Customer wishes to re-enter the stop payment request.

PAYMENTS. Customer will receive a periodic statement every month for the Account. The New Balance shown on the statement is the total of all unpaid obligations that have been posted to the Account as of the Statement Closing Date shown on statement. Customer may pay the Total Amount Due shown on the statement or any greater amount, but Bank must receive at least the Total Amount Due shown on the statement, in immediately available U.S. funds drawn on a U.S. bank, by the Current Payment Due Date shown on the statement.

Current Payment Due: Your Current Payment Due will be equal to the sum of Finance Charges, Bank Fees, Other Charges plus up to 1% of your New Balance; rounded to the next highest dollar, with up to a \$50 minimum. However, if the New Balance is less than \$50, the entire New Balance is the Current Payment Due.

For information regarding payment calculations after account closure refer to the 'Payments After Account Closure or Default' section of this customer agreement.

Total Amount Due: The Total Amount Due shown on the statement is equal to the sum of the Current Payment Due PLUS any Past Due Amount, PLUS any payment due on promotional balances required by the terms of a promotion. If there is no Past Due Amount or promotional balance, then the Total Amount Due shown on the statement will equal the Current Payment Due.

Payments After Account Closure or Default: After an Account closes or is closed for any reason, it is in the Customer's interest to pay off the remaining balance in as short a time as possible. To facilitate a faster payoff at any time after an Account closes or a Default occurs, Bank may increase the minimum Current Payment Due at or after time of Account Closure or Default occurrence up to \$200. The minimum Current Payment Due on the account each billing cycle will be an amount set by Bank. If the New Balance is less than the current minimum Current Payment Due, the entire New Balance will be the Current Payment Due.

Minimum Payment Changes: Bank reserves the right to require accelerated payments, while your account is open, and when the account is closed for any reason and has a balance.

Automatic Payment: Automatic Payment service schedules automatic payments from a deposit account designated by you to pay your Account any month a balance is due. You may authorize payments of the Total Amount Due, or a greater amount. You may authorize the Automatic Payment service for an Account or Bank may require that you provide such an authorization as a condition of approving your Account and/or keeping your Account open. Please see separate correspondence from Bank regarding such a requirement. If an automatic payment is returned or reversed for any reason, or if an automatic payment results in an overdraft advance from the designated deposit account, Bank may terminate the Automatic Payment service without notice and/or close your Account.

Other Payment Information:

- Fees for additional Bank products/services charged to your Account may or may not be included in the Current Payment Due. If fees for these additional products/services are to be included in the Current Payment Due, those fees will be described in the separate information provided with those products/services.
- Monthly Payments and any credits to your Account will be applied in an order determined by Bank at its sole discretion. Generally, payments are first applied to any Bank Fees and Finance Charges then to balances with lower interest rates and then to balances with higher interest rates.
- Payments that are received at the designated payment processing address (printed on each periodic statement) by 5 p.m. on any business day will be credited as of the day of receipt. Payments received after 5 p.m. or on non-business days may be credited as of the next business day. Payments made at other Bank locations may not be credited for up to five business days.
- Bank may, at its sole discretion, for a period of time Bank determines, withhold a portion of the available credit on your Account up to the amount of any payment(s) in order to ensure that the check or other payment instrument is honored.
- Bank may, at its sole discretion, accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Bank's acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction or a waiver

of any rights Bank may have to receive full payment. If you intend to pay your Account in full with an amount less than the total balance owing on your Account, payments must be sent to: Payment Remittance Center, PO Box 54349, Los Angeles, CA 90054-0349. Please note that such payments will not discharge your full debt.

FINANCE CHARGE. The total Finance Charge for an Account is the sum of the Periodic Finance Charge plus the Transaction Finance Charge assessed to the Account. The methods used to determine the balance or balances upon which the Finance Charges are computed are as follows:

A. Periodic Finance Charge: For each type of balance on an Account (i.e., the Cash Advance balance, the Purchase balance and the Other balance) the Periodic Finance Charge is calculated by multiplying the Average Daily Balance during the billing cycle by the number of days in the billing cycle and then multiplying this product by the applicable Daily Finance Charge Rate.

Periodic Finance Charge = (Average Daily Balance) x (#days) x (Daily Finance Charge Rate).

B. Calculation of Average Daily Balance ("ADB"): To calculate your ADB each month, we calculate the daily balance of the Account for each day in the billing period ("Daily Balance"), add the Daily Balances together, and divide that total amount by the number of days in the billing period. Average Daily Balances for Cash Advances, Purchases, and Other categories are calculated separately and may be subject to different rates.

For each category of balance (Cash Advances, Purchases, and Other), we calculate the Daily Balance by starting with the beginning balance related to that category plus any new activity (Cash Advances, Purchases, and Other) posted as of that day, plus any related unpaid Finance Charges, Transactions Charges, or Other Charges, and add a Periodic Finance Charge equal to the previous day's balance multiplied by the applicable Daily Finance Charge Rate. We then subtract the amount of any payments or credits applied to that balance category.

C. When Periodic Finance Charge Begins and Ends: The Periodic Finance Charge for Purchases and Advances begins on the date the transaction is made. The Periodic Finance Charge for SUPERCHECKS transactions may begin the earlier of: the transaction date, the date a SUPERCHECKS draft is deposited by the payee, or the date we receive the SUPERCHECKS draft for posting to your Account.

D. Daily Finance Charge Rate: The Daily Finance Charge Rate will either be a fixed rate or variable rate. Please refer to separate correspondence from the Bank provided at the time your Account is opened or at a later date to determine your Daily Finance Charge Rate. The Daily Finance Charge Rate for Cash Advances, Purchases, and Other balances may differ. The Daily Finance Charge Rate is calculated by dividing the applicable interest rate by 365.

If your Account is subject to a variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo Prime Rate in effect during the Determination Date Range (see below) and adding an additional amount ("Spread"). The Determination Date Range for changing your variable interest rate will be the 30 calendar days previous to each of your Statement Closing Dates, so the Daily Finance Charge Rate shown on your statement may or may not change in the month immediately following a change in the Wells Fargo Prime Rate. Any changes in your Daily Finance Charge Rate will apply to both current and future balances on the Account and the Daily Finance Charge Rate will continue to vary even if the Account is closed.

The Bank initially determines your Spread at the time the Account is opened and may subsequently change the Spread at Bank's sole discretion. Please refer to separate correspondence from the Bank regarding your Spread.

E. Wells Fargo Prime Rate: For purposes of this calculation, the Wells Fargo Prime Rate is the rate announced by the Bank from time to time as its "Prime Rate."

F. Transaction Finance Charge: The Transaction Finance Charge is a one-time charge made each time certain types of Cash Advances are posted to the Account.

- The Transaction Finance Charge for each advance or transfer made at an ATM is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The Transaction Finance Charge for each advance obtained over-the-counter from a bank or financial institution is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The Transaction Finance Charge for each overdraft protection advance is based on the amount of the advance as follows:

Overdraft Advance of: Charge amount:

up to \$50. \$12.50

\$50.01 or more \$20.00

- The Transaction Finance Charge for each advance made at a cash or lottery ticket purchase, or advance

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via wire transfer is 4% of the amount of each such transaction or purchase subject to a \$10 minimum and no maximum.

- There is NO TRANSACTION FINANCE CHARGE for using SUPERCHECKS drafts to advance funds.
- There is NO TRANSACTION FINANCE CHARGE for using telephone transfer, Wells Fargo Online® Banking services to advance funds to your Checking Account, or fund Bill Pay transactions.

OTHER CHARGES. The total of Other Charges that may be charged to the Account is the sum of:

Fees That May Be Assessed Annually: Bank may assess an Annual Fee for the first year and each year thereafter for each Account. Alternatively, Bank may assess an Inactivity Fee for each year that the Account activity remains below the threshold established by Bank. Please refer to separate correspondence for thresholds and pricing details.

If Customer elects to participate in the Business Line Rewards program or other loyalty/rewards programs, Bank may assess an enrollment/maintenance fee billed annually. Please refer to separate correspondence for pricing details.

Bank may assess an Annual Fee or Inactivity Account Fee on each closed Account for each year a balance is maintained in the Account.

Annual and Inactivity Account Fees will not be refunded in whole or in part after assessment even if the Account is subsequently suspended, closed, or terminated for any reason.

Late Charge: If Bank does not receive at least the Total Amount Due by the Current Payment Due Date shown on your periodic statement; Bank may assess a Late Charge of \$39. However, if the New Balance shown on your previous statement is less than \$100, the Late Charge will be \$25 and, if Account has been delinquent two or more times in the past 12 billing cycles, Bank may assess a Late Charge of \$50. Bank may, but is not required to, contact Customers to inform them of other Late Charge amounts in cases of default.

Overlimit Fee: If your Account balance exceeds your Credit Limit, Bank may assess an Overlimit Fee that is 1.5% of the overlimit amount, subject to a \$39 minimum and a \$75 maximum, any time your balance exceeds your Credit Limit. An Overlimit Fee may be assessed each billing cycle in which the balance on the Account exceeds the Credit Limit.

Returned Payment Fee: If payment on the Account is made with a check or other item that is not honored for any reason, Bank may assess a \$29 fee. If a payment is returned unpaid by the bank or other payor upon which it was drawn, Bank may assess a \$29 fee even if the payment is reprocessed and subsequently paid. If Customer pays more than one Account with a returned or dishonored item, a \$29 fee may be assessed to each affected Account. The bank on which the check or returned or dishonored item was drawn may impose a separate fee for the dishonored item.

Returned SUPERCHECKS Fee: If Bank receives a SUPERCHECKS draft for payment to a third party, and the Account has insufficient funds to cover the amount of the draft, or if the Account is otherwise not in good standing, the draft may be returned unpaid. Bank may also assess a \$29 fee.

Stop Payment Fee: If Customer requests that Bank place a "Stop Payment" on a SUPERCHECKS draft, the Bank may assess a charge of \$29 for each Stop Payment request.

Research Fee: Certain Bank services incurred in connection with the Account are subject to additional fees. If Customer requests that Bank research the Account, for example, to update Customer's business records, \$5 may be assessed for each sales slip copy Bank provides, \$3 may be assessed for each monthly Account statement Bank provides and \$20 per hour may be assessed for other Bank research services. The hourly charge will apply as follows:

1-15 Minutes	 \$5
16-30 Minutes	 \$10
31-45 Minutes	 \$15
46-60 Minutes	 \$20

These fees will not be charged if Customer makes a good faith inquiry about a suspected error on a periodic statement for an Account.

Foreign Currency Conversion Fee: If Customer originates a transaction in a foreign currency, Bank may assess a 3% Current Conversion Fee on the converted U.S. dollar amount of the transaction. Mastercard International will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate is either: (1) a wholesale rate, determined by the processor of the transaction, which rate may vary from the rate Mastercard International itself receives; or (2) a government-

mandated rate for the applicable currency as determined under applicable MasterCard International regulations and procedures. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account. Your periodic statement will display additional details with most foreign currency transactions including: name of the foreign currency; units of the foreign currency; exchange rate; and the U.S. dollar amount of the Currency Conversion Fee.

Fee Waivers: Bank may waive any of the fees in this Agreement at Bank's discretion; however, Bank reserves the right to begin charging any fee that was previously waived without providing prior notice to you.

DEFAULT: The following constitute defaults under this Agreement:

- (1) a payment is not made when it is due;
- (2) the terms of this Agreement are breached in any way;
- (3) Customer or any guarantor of Customer's Account defaults under the terms of any other obligation to Bank;
- (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's Account;
- (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or volume of Customer's business;
- (6) Customer becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired;
- (7) payments to the Account are returned or reversed for any reason;
- (8) Customer fails to submit required information the Bank deems necessary;
- (9) Customer's Account balance exceeds the Credit Limit; or
- (10) Bank observes excessive or suspicious Account usage or suspects an Account is involved in kiting.

Customer will be charged the applicable Finance Charge Rate after any default under this Agreement.

BANKER'S LIEN AND RIGHT OF SET-OFF. Bank has a general lien under South Dakota law on any of Customer's personal property in Bank's possession. In the event Customer does not make payment on the Account as agreed, Bank may exercise its right of set-off against any obligation Bank owes to Customer, including a set-off to the extent permitted by law against any deposit account(s) Customer has with Bank.

REMEDIES. In the event of any Default or failure to meet any condition under the preceding paragraphs, or upon any termination of an Account, Bank may, at its option and without prior notification:

- (1) close any or all Accounts to all use, including other types of accounts that the owner or guarantor is responsible for or a signer on;
- (2) accelerate payment of the full balance on any or all Accounts and thereby require immediate payment of the full balance of such Accounts including, without limitation, any Finance Charge and Other Charges;
- (3) fix monthly Account payments at a higher amount;
- (4) immediately terminate any promotional rates and/or raise the interest rate on existing and new balances;
- (5) fix the Late Charge at a higher amount; and/or
- (6) terminate enrollment in any Rewards program and/or forfeit any accumulated points or cash-back balance earned but not yet redeemed.

ARBITRATION PROGRAM.

(a) Binding Arbitration: The parties hereto agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any other agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents or instruments or any renewal, extension, modification or refinancing of any indebtedness or obligation. **Record on Appeal p. 081**

collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination. This provision is a material inducement for the parties entering into the transactions relating to this Agreement, DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

(b) Governing Rules: Any arbitration proceeding will: (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of South Dakota. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a lender of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure: The arbitration requirement does not limit the right of any party to: (i) foreclose against any real or personal property collateral; (ii) exercising self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in section (i), (ii), and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers: Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberation. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery: In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations: No party shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Miscellaneous: To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party in an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of

the obligations that are the subject of this agreement and the termination, amendment or expiration of any of the documents or any relationship between the parties.

LIMITATION ON LAWSUITS. Customer agrees that any lawsuit based upon any cause of action which Customer may have against Bank must be filed within one year from the date that the cause of action arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Bank may lawfully contract to set limitations for bringing suit.

TRANSFERS. Customer authorizes Bank to make transfers, up to the lower of the available Credit Limit or Cash Credit Limit, if applicable, between the Account and other accounts specified in writing, upon Bank's receipt of instructions from any of Customer's owners or principals or any other person believed by Bank in good faith to have been authorized by Customer. Bank will have no liability for any transfer made upon the written or verbal request of Customer or any person believed by Bank in good faith to have been authorized by Customer to submit the request. Customer will indemnify and hold Bank harmless from and against any damages, liabilities, costs or expenses (including attorney's fees) arising out of any claim by Customer or any third party, against Bank in connection with Bank's performance of transfers as described above.

CREDIT REPORTS AND RE-EVALUATION OF CREDIT. Customer authorizes Bank to obtain business and personal credit bureau reports in the name of the Customer, its owners, and each guarantor of Customer's obligations under this Agreement (each a "Guarantor") at any time. Customer agrees to submit to Bank current financial information in its name (if a sole proprietor) and in the name of the Customer and to submit or cause each Guarantor to submit to Bank current financial information in the name of the Guarantor at any time upon request by Bank. Credit bureau reports and such other information shall be used for the purpose of evaluating or re-evaluating Customer's, its owners and Guarantor(s)' creditworthiness and whether to continue to extend credit and if so, in what amount. Customer also authorizes Bank to use such information and to share it with its affiliates in order to determine whether the Customer is qualified for other products and services offered by Bank and its affiliates. Upon determination that Customer's, its owners' or Guarantor(s)' creditworthiness has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Credit Limit on any or all Accounts. Bank may report its credit experience with Customer, its owners' and Guarantor(s)' and Customer's Account(s) to third parties. Customer agrees that Bank may release information about Customer, its owners', the Guarantor(s)' and/or Customer's Account to Bank affiliates.

Important Notice About Credit Reporting. Bank may report information about your Account(s) to credit bureaus and/or consumer reporting agencies in the name of your business organization and in the name of any Guarantor(s). Late payments, missed payments or other defaults on your Account(s) may be reflected in your and Guarantor(s) credit report(s) and/or consumer report(s).

ECOA INFORMATION. If any application for additional business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Business Direct Loan Center, PO Box 29482, Phoenix, AZ 85038, or call (800) 231-9244, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

ECOA Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income is derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning Wells Fargo Bank N.A. is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

RIGHT TO TERMINATE AN ACCOUNT. In addition to any other Remedies provided in the Agreement, Bank may terminate any or all of Customer's Accounts at any time, or reduce the amount of Customer's Credit Limit, on any or all of its Accounts, without notice, subject to applicable law, even though a Default on any Account may not have occurred. If Bank terminates an Account, Customer agrees to destroy any BusinessLine Card(s) and SUPERCHECKS drafts issued on that Account. Customer agrees that it will continue to be responsible for full payment of the balance on the closed Account(s) and all charges to the Account(s), including, without limitation: SUPERCHECKS advances, Purchases and Cash Advances that post after termination of the Account and any Finance Charge and Other Charges. Any principal/owner of Customer or any other person authorized by Customer may cancel the Account at any time upon written notification to the Bank.

CHANGE IN TERMS OF AN ACCOUNT. Bank may unilaterally change any of the terms of any of Customer's Accounts at Bank's sole discretion at any time. Bank will provide Customer with such notice as is required by law, by mailing such notice to Customer at the latest postal address shown in Bank's records. If Customer has elected to receive statements electronically, notices may be delivered to Customer electronically in the same manner that periodic billing statements are delivered and Bank will have met the notice requirement by sending Customer an email or other electronic message to the email or electronic address on file that either contains the notice or directs Customer to an internet accessible location where the notice may be

viewed. Customer is responsible for maintaining a valid email or other electronic address as applicable, and is responsible for updating this address if it changes. Bank at all times reserves the right to deliver any statement notice, or other communication to Customer in writing at the latest postal address shown in Bank's records. Subject to applicable law and provided Bank does not notify Customer otherwise, any changes will apply to the current balance of its Accounts as well as to future balances.

LIABILITY FOR UNAUTHORIZED USE. Bank will not hold Customer liable for the unauthorized use of Account subject to the following:

- (1) Customer must notify Bank immediately if Customer suspects or knows that a BusinessLine Card(s) or SUPERCHECKS drafts are lost or stolen, or in the possession of an unauthorized person, by calling 1-800-225-5935.
- (2) Use of a BusinessLine Card(s) or SUPERCHECKS drafts by a person authorized by Customer to use the Account at any time, even if that person is no longer associated with or employed by Customer, does not constitute unauthorized use, subject to applicable law.

BILLING ERRORS. Customer agrees to notify Bank of any billing errors regarding a merchant transaction posted to the Account within 30 days after delivery of the statement reflecting the error. If Bank is unable to resolve the error with the responsible merchant, Customer agrees to pay Bank the amount in question and further pursuit of the issue with the merchant will become Customer's responsibility.

LAWS GOVERNING THIS AGREEMENT. The laws of the state of South Dakota shall govern this Agreement. If any part of this Agreement cannot be enforced, this fact will not affect the rest of this Agreement. Bank may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest shall be credited against the then unpaid principal balance or refunded to Customer. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating and spreading such sums over the full term of the loan, including all prior and subsequent renewals and extensions. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts) shall not apply to any revolving loan accounts existing under this Agreement.

TELEPHONE MONITORING AND CONTACTING YOU. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect amounts that may be owed, that Bank may from time to time make calls and send text messages to you, using prerecorded, artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

TELEPHONE SERVICE. You may contact us toll free at 1-800-225-5935. If you need to contact us from outside the United States you can call the same toll free telephone number using the respective country code. Visit www.wellsfargo.com/intl for more details.

TTY/TDD SERVICE. For TTY/TDD service, contact a telephone relay service provider.

PAYMENT ADDRESS. Wells Fargo Business Payment Processing, PO Box 54349, Los Angeles, CA 90054.

INQUIRY & CORRESPONDENCE ADDRESS. Wells Fargo Business Correspondence, PO Box 348750, Sacramento, CA 95834.

CHANGES OF ADDRESS, TELEPHONE NUMBER, OR NAME. Customer agrees to immediately notify Bank in writing of any change of business or mailing address, telephone number, or business name.

Exhibit D



Prepared For	D BRUCE WOLFF D BRUCE WOLFF
Account Number	7881
Statement Closing Date	11/04/15
Days in Billing Cycle	30
Next Statement Date	12/03/15

Credit Line	\$78,000
Available Credit	\$0

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 51174
Los Angeles, CA 90051-5474

Payment Information

New Balance	\$68,083.13
Current Payment Due	\$1,091.00
Current Payment Due Date	11/30/15

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance	\$68,803.37
Credits	\$0.00
Payments	\$1,130.00
Purchases & Other Charges	\$0.00
Cash Advances	\$0.00
Finance Charges	\$409.76
New Balance	\$68,083.13

This Account is closed to future transactions.

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.250%	.01986%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	7.250%	.01986%	\$68,775.75	\$409.76	\$0.00	\$409.76
TOTAL				\$409.76	\$0.00	\$409.76

See reverse side for important information.

5596 YTG 1 7 3 151104 0 E PAGE 1 of 4 10 1521 4000 BA08 01DQ5596

DETACH HERE

Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	7881
New Balance	\$68,083.13
Total Amount Due	\$1,091.00
Current Payment Due Date	11/30/15

Print address or
phone changes:

Work ()

Amount
Enclosed:



PAYMENT REMITTANCE CENTER YTG

 PO BOX 51174 9

 LOS ANGELES CA 90051-5474

D BRUCE WOLFF
 D BRUCE WOLFF
 PO BOX 6287
 COLUMBIA SC 29260-6287

If your card is ever lost or stolen:

Please notify us immediately by calling: 1-800-225-5935, 24 hours a day, 7 days a week.

Questions about your statement:

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question.

This address is for inquiries only. For payments use the address on the payment coupon at the bottom of the statement.

Mail to:

Wells Fargo Business Direct
PO Box 348750
Sacramento, CA 95834

**For all your personal or business financial service needs
Visit us at www.wellsfargo.com**

Payment instructions:

Please detach and mail this section with your check to the Payment Remittance Center address on the reverse side of this payment coupon. One or more accounts may be paid with one check provided Wells Fargo receives the following: a completed payment coupon from each statement or a document indicating the portion of the payment to be credited to each account number, and a check for at least the total minimum payment due for all accounts, up to payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we have included an envelope and a payment coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business days.

Important Information

\$0 - \$1,091.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 11/30/15. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

THE ENCLOSED CUSTOMER AGREEMENT HAS IMPORTANT CHANGES TO SOME OF THE TERMS AND CONDITIONS ASSOCIATED WITH YOUR ACCOUNT. PLEASE KEEP THIS AGREEMENT FOR YOUR RECORDS AS IT REPLACES ALL VERSIONS THAT WERE PREVIOUSLY SENT. THANK YOU FOR CHOOSING WELLS FARGO.

Effective immediately, the address you've been sending your payment to has changed. Please send all future payments to:

Payment Remittance Center
PO Box 51174

Los Angeles, CA 90051-5474

In order to ensure on time payments, you must use this address for all future payments.

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
10/30	10/30	F1821009F00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,130.00	
		PERIODIC *FINANCE CHARGE*	PURCHASES \$0.00 CASH ADVANCE \$409.76		409.76

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Prepared For	D BRUCE WOLFF D BRUCE WOLFF
Account Number	7881
Statement Closing Date	10/05/15
Days in Billing Cycle	32
Next Statement Date	11/04/15

Credit Line	\$78,000
Available Credit	\$0

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Payment Information

New Balance	\$68,803.37
Current Payment Due	\$1,130.00
Current Payment Due Date	10/30/15

Thank you for using our Automatic Payment service. See the **Important Information** section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance	\$69,462.31
Credits	- \$0.00
Payments	- \$1,100.00
Purchases & Other Charges	+ \$0.00
Cash Advances	+ \$0.00
Finance Charges	+ \$441.06
New Balance	= \$68,803.37

This Account is closed to future transactions.

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.250%	.01986%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	7.250%	.01986%	\$69,401.36	\$441.06	\$0.00	\$441.06
TOTAL				\$441.06	\$0.00	\$441.06

See reverse side for important information.

5596 YTG 1 7 3 151005 0 E PAGE 1 OF 4 10 1821 4000 BA08 010Q5596

----- DETACH HERE -----

Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	7881
New Balance	\$68,803.37
Total Amount Due	\$1,130.00
Current Payment Due Date	10/30/15

Amount
Enclosed:

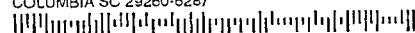


Print address or
phone changes:

Work ()

|||||
PAYMENT REMITTANCE CENTER YTG
PO BOX 6426 9
CAROL STREAM IL 60197-6426

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287



If your card is ever lost or stolen:

Please notify us immediately by calling: 1-800-225-5935, 24 hours a day, 7 days a week.

Questions about your statement:

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question.

This address is for inquiries only. For payments use the address on the payment coupon at the bottom of the statement.

Mail to:

Wells Fargo Business Direct
PO Box 348750
Sacramento, CA 95834

For all your personal or business financial service needs
Visit us at www.wellsfargo.com

Payment instructions:

Please detach and mail this section with your check to the Payment Remittance Center address on the reverse side of this payment coupon. One or more accounts may be paid with one check provided Wells Fargo receives the following: a completed payment coupon from each statement or a document indicating the portion of the payment to be credited to each account number, and a check for at least the total minimum payment due for all accounts, up to payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we have included an envelope and a payment coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business days.

Important Information

\$0 - \$1,130.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 10/30/15. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
09/28	09/28	F1821008F00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,100.00	
		PERIODIC *FINANCE CHARGE*	PURCHASES \$0.00 CASH ADVANCE \$441.06		441.06

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Exhibit E



Linda Hineman
Senior Counsel

Law Department
MAC S4101-142
P.O. Box 29482
Phoenix, Arizona 85038
626 965-9465
Facsimile: 602 378-4428

CONFIDENTIAL - TO BE OPENED BY ADDRESSEE ONLY

March 17, 2017

Bruce D. Wolff
P.O. Box 6287
Columbia, SC 29260

Bruce D. Wolff
2433 Heyward St.
Columbia, SC 29205

Re: Obligation to Wells Fargo Bank, NA
Obligor: Bruce D. Wolff
File No.: 12248-177921914/AL

Dear Mr. Wolff:

This office represents Wells Fargo Bank, N.A. ("Wells Fargo"). Wells Fargo's records indicate that you are a borrower of the above referenced account. Wells Fargo has declared the entire balance of principal for the account immediately due and payable.

BusinessLine \$70,473.34

Although Wells Fargo is not required to do so, it is providing an opportunity for the obligation to be paid before Wells Fargo proceeds with legal action. If there is any intention of resolving this matter outside the context of a lawsuit, it must be done immediately.

You should understand that Wells Fargo intends to proceed promptly in collecting the debt owing to it. You must immediately contact the account representative listed below and reach satisfactory repayment arrangements within fifteen (15) days from the date of this letter. Otherwise, Wells Fargo may commence litigation.

I may not be personally aware of all of the details of this matter. If, for any reason, you believe there is a claim of non-liability to Wells Fargo, then it is imperative that you immediately inform us in writing of the basis for your belief, so my office and Wells Fargo can consider any issues you raise. If we do not receive a written notification from you within fifteen (15) days from the date of this correspondence that there is a dispute as to all or any portion of the above-referenced obligation, we will assume that there is no dispute.

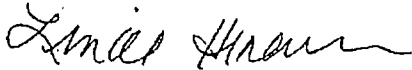
To: Bruce D. Wolff
March 17, 2017
Page 2

Send payment in full to, or make satisfactory arrangements promptly and directly with, the office of:

Amanda K. Layton
Business Direct Collections
100 W. Washington Street, 5th Fl.
Phoenix, AZ 85003
(866) 841-0963 Ext: 35029

Nothing in this letter should be construed as a waiver of any rights or remedies that Wells Fargo possesses, or may possess, with respect to the above-referenced account. We are simply trying to provide an opportunity to make satisfactory arrangements to cure the default before Wells Fargo proceeds with litigation. We emphasize that if there is any intention of curing the default before Wells Fargo takes further legal action, you must contact account officer Ms. Layton immediately.

Sincerely,



Linda Hineman

CRAWFORD & von KELLER, LLC.

POST OFFICE BOX 4216, COLUMBIA, SOUTH CAROLINA 29240

TELEPHONE NUMBER (803) 790-2626

FACSIMILE NUMBER (803) 790-1277

February 12, 2018

The Honorable Jeanette W. McBride
Richland County Clerk of Court
1701 Main Street
Columbia, SC 29201

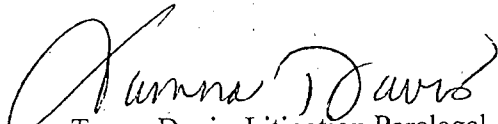
RE: Wells Fargo v. D. Bruce Wolff
Civil Action Number: 2017-CP-40-03865

Dear Ms. McBride:

Enclosed please find the original and a copy of the Motion for Summary Judgment, Affidavit and Certificate of Service in this action. Please file the original and return a clocked copy in the enclosed envelope. **\$25 check enclosed.**

Please contact me with any questions.

Sincerely,
Crawford & von Keller, LLC


Tamra Davis, Litigation Paralegal

/tdd

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N. A.,

Plaintiff,

vs.

D. Bruce Wolff,

Defendant.

IN THE COURT OF COMMON PLEAS

5TH JUDICIAL CIRCUIT

C/A No.: 2017-CP-40-03865

ANSWER OF DEFENDANT
D. BRUCE WOLFF

TO MOTION FOR SUMMARY
JUDGMENT FILED BY PLAINTIFF

2018 FEB 23 PM 4:07
JEANETTE W. NOBRIE
C.C.P. & G.S.

RICHLAND COUNTY
FILED

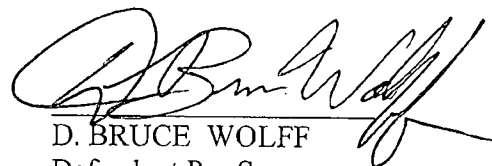
D. BRUCE WOLFF (Defendant), answering the Motion for Summary Judgment filed by the Plaintiff on February 14, 2018 herein, would respectfully show unto this Honorable Court that

1. Defendant intends to hire an Attorney to negotiate a settlement, or try to resolve the issue by Alternative Dispute Resolution or any other means that Counsel deems necessary.
2. Defendant prays that the Plaintiff will take a second look at the Answer of Defendant filed on July 24, 2017, since Plaintiff asks for a summary judgment "as to the Defendants' Answer herein on the ground that there is no genuine issue as to any material fact"
3. Defendant has provided circled items on pages 1-4 Exhibit "A" as an example of material fact of this dispute and why Wells Fargo Bank, N. A. can make national headline news. See annual interest rate change from 3.75% on Statement closing date 05-04-2012 to 6.25% on statement closing date 06-05-2012 and see monthly payment increase from \$490.00 per month on statement closing date 01-05-15 to \$1191.00 per month.

WHEREFORE, having answered the Plaintiff's motion for summary judgment, the Defendant prays that this Honorable Court find that Plaintiff's Motion deficient as a matter of law, and that the Plaintiff be required to specifically prove all allegations in this action.

Defendant also prays for such other and further relief as the Court deems just and proper.

Respectfully submitted,



D. BRUCE WOLFF
Defendant Pro Se
2433 Heyward Street
Columbia, South Carolina 29205
(803) 609-2434

Columbia, South Carolina

February 22, 2018

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the foregoing was sent by US Mail on the 23th day of February 2018, to the Attorney whose address is listed below.

Theodore von Keller
CRAWFORD & VON KELLER, LLC
POST OFFICE BOX 4216
COLUMBIA, SOUTH CAROLINA 29204
Telephone: 803-790-2626
ATTORNEYS FOR PLAINTIFF

2018 FEB 23 PM 4:07
JEANETTE W. McBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

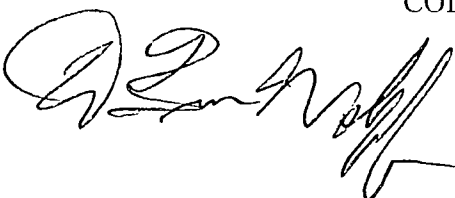


Exhibit A

pages 1-4



Prepared For	D BRUCE WOLFF
Account Number	5474 6488 0458-7981
Statement Closing Date	05/04/12
Credit Line	\$73,000
Available Credit	\$3,139

Send Inquiries To:
WF BUSINESS DIRECT P.O. BOX 348750 SACRAMENTO, CA 95834
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 8426 CAROL STREAM, IL 60197-6426

Account Summary	
Previous Balance	\$74,753.38
- Credits	\$0.00
+ Payments	\$223.00
+ Purchases & Other Charges	\$100.00
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$230.54
= New Balance	\$74,860.92

Payment Information	
New Balance	\$74,860.92
Current Payment Due	\$331.00
Current Payment Due Date	05/29/12

For your records:

Amount Paid:

5

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-225-5935 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.750%	.01027%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	3.750%	.01027%	\$74,827.63	\$230.54	\$0.00	\$230.54
TOTAL				\$230.54	\$0.00	\$230.54

Days in Billing Cycle 30

Important Information

\$0 - \$331.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/29/12. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

BEGINNING WITH YOUR JUNE 2012 STATEMENT, A NEW INTEREST RATE WILL APPLY. PLEASE REFER TO THE LETTER MAILED IN APRIL OR THE ENCLOSURE FOR THE CHANGES TO YOUR BUSINESSLINE ACCOUNT.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
04/30	04/30	F182100G900CHGDDA	AUTOMATIC PAYMENT - THANK YOU	223.00	
05/01	05/01	F182100GA000N2000	ANNUAL FEE FOR 05/12 THROUGH 04/13		100.00
		PERIODIC "FINANCE CHARGE"	PURCHASES \$0.00 CASH ADVANCE \$230.54		230.54

Go green when you go paperless!

Switch to Online Statements and access up to 2 years of statement history online, reduce the risk of mail fraud, and receive email notifications when your statement is ready. Plus, you'll help the environment at the same time. To switch to Online Statements, visit www.wellsfargo.com/turnoffpaper and select the "Online Only" delivery option.

PAGE 1 OF 4

See reverse side for important information.

5596 YTU 1 7 3 120504:0 PAGE 1 of 1 10 1821 4000 BA01 01DQ5596

Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

Make checks payable to: Wells Fargo

Account Number	5474 6488 0458 7881
New Balance	\$74,860.92
Total Amount Due	\$331.00
Current Payment Due Date	05/29/12

03310074860920054746488045878814

Print address or
phone changes:

Amount:
Enclosed:



Work ()

PAYMENT REMITTANCE CENTER YTG
PO BOX 6426 9
CAROL STREAM IL 60197-6426

D-BRUCE WOLFF
D-BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287



For 24-Hour Customer Service Call: 1-800-225-5935

BUSINESSLINE®



Prepared For:	D BRUCE WOLFF
Account Number	5474 6488 0458 7881
Statement Closing Date	06/05/12
Credit Line	\$78,000
Available Credit	\$3,059

Send Inquiries To:
WF BUSINESS DIRECT P.O. BOX 348760 SACRAMENTO, CA 95834
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 6426 CAROL STREAM, IL 60197-6426

Account Summary	
Previous Balance	\$74,860.92
- Credits	\$0.00
+ Payments	\$331.00
+ Purchases & Other Charges	\$0.00
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$410.34
= New Balance	\$74,940.26

Payment Information	
New Balance	\$74,940.26
Current Payment Due	\$411.00
Current Payment Due Date	07/02/12

For your records:

Amount Paid:

\$

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL:
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-225-5935 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT.

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	6.250%	.01712%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	6.250%	.01712%	\$74,901.86	\$410.34	\$0.00	\$410.34
TOTAL				\$410.34	\$0.00	\$410.34
Days In Billing Cycle 32						

Important Information

\$0 - \$411.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND
CREDITED AS YOUR AUTOMATIC PAYMENT ON 07/02/12. THE
AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS
POSTED ON OR BEFORE THIS DATE.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
05/29	05/29	F182100H600CHGDDA	AUTOMATIC PAYMENT - THANK YOU	331.00	
		PERIODIC FINANCE CHARGE	PURCHASES \$0.00 CASH ADVANCE \$410.34		410.34

Go green when you go paperless!

Switch to Online Statements and access up to 2 years of statement history online, reduce the risk of mail fraud, and receive email notifications when your statement is ready. Plus, you'll help the environment at the same time. To switch to Online Statements, visit www.wellsfargo.com/turnoffpaper and select the "Online Only" delivery option.

PAGE 2 OF 4

See reverse side for important information.

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PAGE 1 of 1

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Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

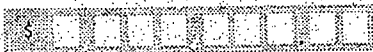
Make checks payable to: Wells Fargo.

Account Number	5474 6488 0458 7881
New Balance	\$74,940.26
Total Amount Due	\$411.00
Current Payment Due Date	07/02/12

04110074940260054746488045878815

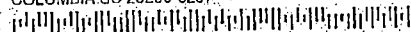
Print address or
phone changes:

Work ()

Amount
Enclosed:

PAYMENT REMITTANCE CENTER YTG
PO BOX 6426
CAROL STREAM IL 60197-6426

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287



Record on Appeal p. 102

Prepared For	D BRUCE WOLFF D BRUCE WOLFF
Account Number	5474 6488 0458 7881
Statement Closing Date	01/05/15
Days in Billing Cycle	38
Next Statement Date	02/04/15
Credit Line	\$78,000
Available Credit	\$0

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Payment Information

New Balance	\$74,616.40
Current Payment Due	\$490.00
Current Payment Due Date	01/30/15

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance	\$74,542.97
Credits	\$0.00
Payments	\$416.00
Purchases & Other Charges	\$0.00
Cash Advances	\$0.00
Finance Charges	\$489.43
New Balance	\$74,616.40

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.250%	.01986%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	7.250%	.01986%	\$74,679.40	\$489.43	\$0.00	\$489.43
TOTAL				\$489.43	\$0.00	\$489.43

Important Information

\$0 - \$490.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 01/30/15. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

TOTAL *FINANCE CHARGE* BILLED IN 2014 \$5401.37
TOTAL *FINANCE CHARGE* PAID IN 2014 \$5401.37

See reverse side for important information.

5536 YTG -1 7 3 150105 0 E PAGE 1 of 3 10 1821 4000 BA08 01DQ5596

DETACH HERE

Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	5474 6488 0458 7881
New Balance	\$74,616.40
Total Amount Due	\$490.00
Current Payment Due Date	01/30/15

04900074616400054746488045878816

Print address or
phone changes:

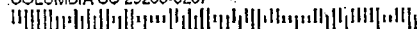
Work ()

Amount
Enclosed:



PAYMENT REMITTANCE CENTER YTG
PO BOX 6426 9
CAROL STREAM IL 60197-6426

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287



Record on Appeal p. 103



Prepared For	D BRUCE WOLFF D BRUCE WOLFF
Account Number	5474 6488 0458 7881
Statement Closing Date	02/04/15
Days in Billing Cycle	30
Next Statement Date	03/04/15
Credit Line	\$78,000
Available Credit	\$0

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 6426
Carol Stream, IL 60197-6426

Payment Information

New Balance	\$74,571.66
Current Payment Due	\$1,191.00
Current Payment Due Date	03/02/15

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance	\$74,616.40
Credits	\$0.00
Payments	\$490.00
Purchases & Other Charges	\$0.00
Cash Advances	\$0.00
Finance Charges	\$445.26
New Balance	\$74,571.66

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.250%	.01986%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	7.250%	.01985%	\$74,733.62	\$445.26	\$0.00	\$445.26
TOTAL				\$445.26	\$0.00	\$445.26

Important Information

\$0 - \$1,191.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 03/02/15. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

TOTAL *FINANCE CHARGE* BILLED IN 2014 \$5401.37
TOTAL *FINANCE CHARGE* PAID IN 2014 \$5401.37

See reverse side for important information.

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PAGE 1 of 3

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BR08

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DETACH HERE

Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	5474 6488 0458 7881
New Balance	\$74,571.66
Total Amount Due	\$1,191.00
Current Payment Due Date	03/02/15

11910074571660054746488045878818

Print address or
phone changes:

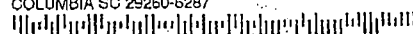
Work ()

Amount
Enclosed:



PAYMENT REMITTANCE CENTER YTG
PO BOX 6426
CAROL STREAM IL 60197-6426

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

) IN THE COURT OF COMMON PLEAS
) Case No. 2017-CP-40-03865
)

Wells Fargo Bank, N.A.,

)
)
) Plaintiff,
)

v.)
)

D. Bruce Wolff)
)

) Defendant(s).
)
)

Supplemental Affidavit of Erica Mendoza

Personally appeared before me, Erica Mendoza, who, being duly sworn, states as follows:

1. That I am a Loan Adjuster in the Small Business Lending Operations Department of Wells Fargo Bank and am familiar with the account of Bruce D Wolff.
2. That on or about April 14, 1999 the Defendant Bruce D Wolff entered into a Business BankLine of Credit with Wachovia Bank in the amount of \$78,000.
3. A copy of the BankLine Note and Agreement is attached hereto as Exhibit A.
4. That by the express terms of the Wachovia Business BankLine Note and Agreement, "the borrower agrees to pay a finance charge calculated under the formula set out in the variable-rate paragraph below".
5. That on April 15, 1999, the Defendant took a Line of Credit Direct Advance in the amount of \$78,000 as reflected in Exhibit B hereto.
6. That in 2010 Wells Fargo acquired the assets of Wachovia Bank and transitioned all Wachovia accounts to Wells Fargo.
7. That Mr. Wolff's account was transitioned as a variable interest rate account, as it had been under Wachovia.
8. That in order for a previous Wachovia account to be accepted by Wells Fargo, the customer was provided with an authorization form setting forth the new terms and conditions of Wells Fargo BusinessLine Customer Agreement.
9. That by signing the authorization form, the Defendant accepted the terms and conditions of the Wells Fargo BusinessLine Customer Agreement.
10. That the Defendant executed the authorization form on November 29, 2010 as evidenced by Exhibit C hereto.
11. That under the express terms of the BusinessLine Customer Agreement with Wells Fargo effective April 1, 2010, attached hereto as Exhibit C, the document stated that "if your account is subject to a variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo prime rate in effect during the determination date range and adding a spread. The bank initially determines your spread based on the evaluation of your credit risk. The bank may subsequently change and spread at Bank's sole discretion".
12. That the Defendant continue to utilize line of credit and continue to make purchases and payments up to and including October 30, 2015.
13. That attached hereto as Exhibit D is the business line statement dated May 4, 2012. In this statement the Defendant was advised "beginning with your June 2012 statement a new interest rate will apply. Please refer to the letter mailed in April or the enclosure for the changes to your business line account".

14. That contemporaneously with the notice in Exhibit D a letter was mailed to Mr. Wolff advising him that the interest rate was going to increase and that he could elect to either close the account and pay it off or accept the new terms.
15. That the Defendant continued to utilize the line of credit.
16. That attached hereto as Exhibit E is the monthly statement dated June 5, 2012 reflecting the increase in the interest rate from 3.75% to 6.25%. This increase in the interest rate reflected an evaluation of the credit risk of Mr. Wolff and the fact that only minimal payments were being received in the balance was \$74,940.26.
17. That attached hereto as Exhibit F is the monthly statement dated September 4, 2013 which stated "beginning with your October 2013 statement a new interest rate will apply. Please refer to the letter mailed in July or the enclosure for the changes to your business line account".
18. That attached hereto as Exhibit G is the monthly statement dated October 3, 2013 reflecting an increase in the annual interest rate from 6.25 to 7.25%.
19. On or about December 16, 2015 the Wells Fargo Prime rate increased by .25%.
20. That effective with the January 5, 2016 statement attached hereto as Exhibit H the Defendant's interest rate was increased from 7.25% to 7.5%.
21. That the BusinessLine Customer Agreement informed Mr. Wolff that the "daily finance charge rate shown on your statement may or may not change in the month following a change in the Wells Fargo prime rate".
22. That the last payment received by the Defendant was on October 30, 2015 as evidenced by the monthly invoice attached hereto as Exhibit I.
23. That there is currently past due and owing the amount of \$70,473.34 in unpaid charges on the line of credit.

FURTHER AFFIANT SAYETH NAUGHT.

Erica Mendoza 4/10/18
 Erica Mendoza - Loan Adjuster
 Wells Fargo Bank, N.A.

Sworn and subscribed before me
 This 10th day of April, 2018

[Signature]
 Notary Public for the State of: Arizona
 My Commission Expires: 11-30-2021

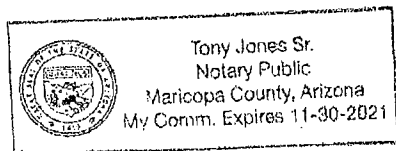


Exhibit A

WACHOVIA**Business BankLine Note and Agreement**State: South CarolinaCity: ColumbiaBorrower: D. Bruce WolffTaxpayer ID: [REDACTED]Date: April 14, 1999Account Number: [REDACTED] Credit Limit: \$75,000.00

Wachovia Bank, N.A. (the "Lender") hereby extends a Business BankLine line of credit (the "Account") to the Borrower upon the terms and conditions set forth in this Business BankLine Note and Agreement (this "Agreement"). The Borrower may, from time to time, borrow, repay and reborrow amounts under the Account provided the aggregate outstanding balance of all such amounts does not exceed the Credit Limit set forth above.

☐ If checked, this Account is granted by the Lender independent of any checking account. If unchecked, the Account is granted in connection with the Borrower's Wachovia checking account with the Account Number indicated above.

Repayment. The Borrower unconditionally (and if more than one, jointly and severally) promises to pay to the order of the Lender, without offset or deduction, all amounts loaned (advanced) to the Borrower under the Agreement, together with the Finance Charge (as defined below) and all other amounts becoming due in connection with this Agreement, upon demand. In addition, the Borrower agrees to pay to the Lender the following minimum amounts by the due dates shown on the periodic statements that the Lender will send to the Borrower from time to time:

- ☐ 3% of the balance monthly. Payments will be due monthly and will be equal to 3% of the outstanding balance on the Account or \$10, whichever is greater. The outstanding balance includes unpaid principal balance, Finance Charge, and Delinquency Charge (as defined below).
- ☐ 9% of the balance quarterly. Account statement will be generated monthly; however, payments will be due quarterly and will be equal to 9% of the outstanding balance on the Account or \$30, whichever is greater. The outstanding balance includes unpaid principal balance, Finance Charge, and Delinquency Charge.
- ☐ Monthly Interest-Only Payments. Payment will be due monthly and will be equal to the Finance Charge that accrued on the unpaid principal balance during the preceding monthly billing cycle, plus any unpaid charges (including Delinquency Charges), or \$10, whichever is greater.
- ☒ Quarterly Interest-Only Payments. Account statement will be generated monthly; however, payment will be due quarterly and will be equal to the Finance Charge that accrued on the unpaid principal balance during the preceding quarter, plus any unpaid charges (including Delinquency Charges), or \$30, whichever is greater.

As used herein, the term "billing cycle" means the interval between the dates of the periodic statements which are issued monthly, whether the Borrower's payment plan provides for monthly or quarterly payments. Under the monthly interest-only payment option and the quarterly interest-only payment option, the minimum payment will not reduce the principal outstanding on the Account unless the amount of interest due each month is less than \$10 or each quarter is less than \$30.

Finance Charge (Interest). The Borrower agrees to pay a Finance Charge calculated under the formula set out in the Variable Rate paragraph below. There will be no Finance Charge until a loan is made on the Account and then a Finance Charge will be imposed on the average of the daily principal balance outstanding on the Account (average daily balance) for the number of days in the billing cycle. The Finance Charge will be calculated for the entire billing cycle based on the periodic rate in effect at the end of the billing cycle. (a) The Finance Charge on each advance to the Account begins to accrue on the date of each such advance. No time period exists within which any credit extended may be repaid without incurring a Finance Charge. (b) The interest rate applicable to the Account will increase if the lowest Prime Rate listed in the Money Rate section of the Eastern Edition of *The Wall Street Journal* increases. If *The Wall Street Journal* Prime Rate decreases the interest rate will be reduced. (c) The Lender computes the Finance Charge on the Account by applying the periodic rate to the average daily balance of the Account (including current transactions). The daily balance of the Account is computed at the end of each banking day by deducting from the previous daily balance the amount of all payments, credits, unpaid Finance Charge, and delinquency charges, and adding the amount of any new loans to determine the daily balance. The daily balances for the billing cycle are added up and the total divided by the number of days in the billing cycle. This result is the average daily balance. (d) The amount of the Finance Charge will be determined (monthly when the Account statement is rendered) by multiplying the average daily balance by the number of days in the billing cycle, and by multiplying the product by the daily periodic rate.

Variable Rate: The Annual Percentage Rate for each billing cycle will be 0.6000 % in excess of the lowest Prime Rate listed in the Money Rate section of the Eastern Edition of *The Wall Street Journal* as of five (5) banking days before the beginning of the calendar month during which the billing cycle begins (the "WSJ Prime Rate"). The periodic payment will increase if the WSJ Prime Rate increases unless the periodic payment is the minimum amount. There is no limitation on such increase except such limitations as may be imposed by law. If the Account is declared due and payable upon default, the Lender will compute the Finance Charge for each billing cycle at a rate per annum equal to 18.0 %, not to exceed the maximum rate permitted by applicable law.

Commitment Fee. A fee of \$100.00 or waived % of the credit limit of the Account shall be due and payable to the Lender as of the date this Agreement is executed.

Annual (Renewal) Fee. A fee of \$100.00 or waived % of the credit limit of the Account shall be due and payable to the Lender each year on the anniversary date of the Agreement. The Lender may, at its option charge the Commitment Fee or Annual Fee directly to the Account when due. To the extent not prohibited by applicable law as amended from time to time, the Lender may at any time change the amount and timing of such fees, and will provide advance written notice of such changes.

Prepayment. Prepayment of all or any portion of the amounts outstanding on the Account may be made at any time. Payment shall be applied first to unpaid Finance Charge, then to Delinquency Charge, and then to the outstanding principal balance on the Account.

- ☐ If checked, the terms and conditions in a Commitment Letter dated _____ from the Lender to the Borrower, as the same may be amended, extended or replaced from time to time, shall be considered a part hereof to the same extent as if written herein.

Loan Advances. If the Account is administered in connection with the Borrower's Washovla checking account: (a) Loans may be obtained by requesting an advance or by automatic deposit to the checking account when the checking account is overdrawn; (b) All advances made to the Borrower by automatic deposit to the checking account will be in \$100.00 increments; (c) Unless otherwise agreed by the parties, all repayments to the Account will be by an automatic monthly or quarterly debit of the checking account used in connection with the Account; (d) The Lender may, if available and at its option, issue to the Borrower upon request a Banking Card ("Card"), Identification number, or other access device to allow borrowings on the Account through automated teller machines, electronic terminals, telephones, computers or other media; (e) If a Special Check (as hereinafter defined) is written for an amount which would result in the credit limit being exceeded, the Lender may process the Special Check as any other regular check drawn on the checking account; (f) The terms and conditions of the checking account agreement, the Card agreement, and all other agreements with the Lender shall be applicable to the use of the Account, and shall serve to supplement this Agreement.

Special Checks. The Lender may issue "Special Checks" which may be used to obtain a loan directly from the Account up to the credit limit established for the Account. These Special Checks can be used like any other checks except they may not be used to pay any amount owed under this Agreement. When a Special Check is used, the Lender will lend the exact amount of the Special Check up to the maximum credit limit. The Borrower will not write Special Checks or otherwise obtain loans that will cause the Account to exceed the credit limit approved by the Lender, but if the Lender does permit the Borrower to exceed the credit limit, the Borrower will immediately pay the excess on the Lender's demand. The Borrower agrees to exhibit such other documents as the Lender may reasonably request to effectuate the purposes of this Agreement. The Borrower shall be liable for all advances made on the Account by use of Special Checks, Cards or otherwise by any person directly or indirectly authorized to make withdrawals on any checking account administered in connection with this Account.

Delinquency Charge. To the extent not prohibited by applicable law as amended from time to time, a delinquency charge will be assessed on the Account as follows: A Delinquency Charge equal to \$5.00 or 5% of the required payment, whichever is greater, will be assessed on the Account if payment is received more than ten (10) days after the payment due date. Lender may at any time change the amount and timing of such Delinquency Charges, and will provide advance written notice of such changes.

Termination. The Borrower may terminate the Account at any time by notifying the Lender in writing and returning all Special Checks and Cards, if issued. The Lender may also terminate this Account at any time. In either case, as of the date of such termination, the Lender shall have no obligation to make further advances on the Account or to honor checks written, and the Borrower will immediately pay all amounts owed to the Lender on the Account.

Security Interest. All property described or referenced in this paragraph, in which the Lender is granted a security interest hereunder, is hereby collectively referred to as the "Collateral". In addition to any other Collateral specified herein and in other agreements, to secure the indebtedness evidenced by this Agreement, together with any extensions, modifications, or renewals thereof, in whole or in part, as well as all other indebtedness, obligations and liabilities of the Borrower to the Lender, now existing or hereafter incurred or arising (hereinafter sometimes referred to as the "Obligations"), the Borrower and all other pledgors of the Collateral to this Agreement (hereafter collectively the "Pledgor") hereby grants to the Lender a security interest in and security title to, and hereby assigns, pledges, transfers and conveys to the Lender the following described property:

Collateral more particularly described in Securities Pledge Agreement dated April 14, 1999 between Borrower and Lender

whether now owned or hereafter acquired, together with any and all additions and accretions thereto or replacements thereof for purposes hereof, the term "Obligations" shall not include (a) consumer credit as defined in Federal Reserve Board Regulation Z or (b) non-consumer credit if under applicable state law the maximum interest rate for such credit is reduced when secured. In addition, to the extent not prohibited by law, the Borrower hereby grants to the Lender a security interest in and security title to, and does hereby assign, pledge, transfer and convey to the Lender, (i) all other property of the Borrower of every kind or description now or hereafter in the possession or control of the Lender, exclusive of any such property in the possession or control of the Lender as its fiduciary other than as agent, for any reason including, without limitation, all cash, stock or other dividends and all proceeds thereof, and all rights to subscribe for securities incident thereto and any substitutions or replacements for, or other rights in connection with, any of the Collateral and (ii) any balances or deposits in accounts of the Borrower, whether such accounts be general or special, or individual or multiple party, and upon all drafts, notes, or other items deposited for collection or presented for payment by the Borrower with the Lender, and the Lender may at any time, without demand or notice, appropriate and apply any of such to the payment of any of the Obligations, whether or not due.

Margin Requirements. The Borrower agrees that the amount of the credit limit on the Account, or the aggregate outstanding principal balance on the Account, whichever is greater, less the aggregate balances of all deposit accounts specifically described by account number above and maintained with the Lender and pledged to the Account, shall at no time exceed _____% of the aggregate Market Value (as hereinafter defined) of the Pledged Securities. "Market Value" shall mean the value of the Pledged Securities, and other Eligible Securities (as hereinafter defined) to be pledged hereunder as determined by the Lender in its sole discretion from time to time for purposes hereof. Upon notice by the Lender to the Borrower that the above described requirement is not satisfied, the Borrower will either (a) immediately repay the outstanding balance on the Account by that amount necessary to satisfy the above described requirement or (b) immediately deliver and pledge to Lender additional Eligible Securities sufficient in amount and Market Value to satisfy the above described requirement. Upon the delivery by the Borrower to the Lender of such Eligible Securities, such Eligible Securities shall be pledged to the Lender and shall constitute Collateral hereunder. "Eligible Securities" shall mean stocks and bonds or instruments satisfactory to the Lender in its sole discretion.

Covenants and Rights with Respect to Collateral. Pledgor agrees with Lender as follows:

- (a) Unless an Event of Default (as hereinafter defined) shall have occurred, Pledgor shall be entitled to (i) vote any Pledged Securities and give any consents, waivers and ratifications in respect thereof, provided no vote shall be cast or consent, waiver or ratification given or action taken by the Pledgor which, in the sole judgment of the Lender, would impair the value or marketability of the Pledged Securities and (ii) receive all interest and/or cash dividends paid with respect to the Pledged Securities.
- (b) If a stock dividend is declared or any stock split-up made or right to subscribe issued with respect to the Pledged Securities, Pledgor will cause all the

certificates for the shares representing such stock dividend or split-up or right to subscribe issued to or received by Pledgor, whether or not for value paid by Pledgor, to be promptly deposited with and pledged to the Lender hereunder. The Lender shall be deemed to have possession, control and custody of any securities actually in transit to it or to any of its officers or agents. Upon delivery thereof, such additional securities or property shall constitute Pledged Securities hereunder.

(c) So long as no Event of Default exists, Pledgor shall have the right to substitute Eligible Securities having a Market Value equal to or greater than the Pledged Securities which Pledgor seeks to release from the security interest and pledge evidenced hereby. By substituting such Eligible Securities, Pledgor shall be deemed to have granted the Lender a security interest in the Eligible Securities, on the terms and conditions of this Agreement and such Eligible Securities shall constitute a portion of the Collateral for purposes of this Agreement.

(d) Pledgor agrees that all securities now or hereafter so deposited and pledged or substituted by Pledgor will be accompanied by proper instruments of assignment duly executed in blank by Pledgor; all as the Lender may require.

(e) If an Event of Default has occurred, Pledgor shall cooperate with and assist the Lender in its efforts to dispose of all or any portion of the Collateral.

(f) If at any time the Collateral pledged as security for any of the Obligations shall be or become unsatisfactory to the Lender or should the Lender deem itself insecure, the Borrower will immediately furnish such further property to be held by the Lender as if originally pledged as Collateral hereunder or make such payment on the Account as will be satisfactory to the Lender.

(g) The Lender shall have, but shall not be limited to, the following rights, each of which may be exercised at any time: (i) to transfer this Agreement and the Collateral, and any transfers shall have all the rights of the Lender hereunder and the Lender shall be thereafter relieved from any liability with respect to this Agreement and any Collateral so transferred; (ii) to transfer the whole or any part of the Collateral in the name of itself or its nominee; (iii) to vote any investment securities forming a part of the Collateral; (iv) to notify the Pledgor on any Collateral to make payment to the Lender of any amounts due thereon; (v) to execute at any time in the name of any party herein and to file financing statements covering any of the Collateral; (vi) to receive or take control of any income or other proceeds of any of the Collateral; and (vii) to request and receive additional information from any party liable for all or any part of the Obligations, including, but not limited to current financial information.

Default and Remedies: Any of the following items (i) through and including (x) below shall constitute an Event of Default: Upon (i) any failure of any Obligor (which term shall include the Borrower and each endorser, surety or guarantor of this Agreement) to pay any of the Obligations when due or to observe or perform any agreement, covenant or promise hereunder or in any other agreement, note, instrument or certificate of any Obligor to the Lender, now existing or hereafter executed in connection with any of the Obligations; including, but not limited to, a loan agreement, if applicable, and any agreement guaranteeing payment of any of the Obligations; (ii) any default of any Obligor in the payment or performance of any other liabilities, indebtedness or obligations to any other creditor or to allow or permit any other liabilities, indebtedness or obligations to any other creditor to be accelerated; (iii) any failure of any Obligor to furnish the Lender additional information upon request, including, but not limited to current financial information; (iv) any failure of any Obligor or Pledgor to observe or perform any agreement, covenant or promise contained herein, or in any agreement, instrument or certificate executed in connection with the granting of a security interest in property to secure the Obligations; (v) any warranty, representation or statement made or furnished to the Lender by or on behalf of any Obligor or Pledgor in connection with the extension of credit evidenced by this Agreement proving to have been false in any material respect when made or furnished; (vi) any loss, theft, substantial damage, destruction, sale, foreclosure or of encumbrance to any of the Collateral, or the making of any levy, seizure or attachment thereof or the rendering of any judgment or lien or garnishment or attachment against any Obligor or his property, whether actual or threatened; (vii) the dissolution, change in control, termination of existence, insolvency, business failure, or appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws, state or federal, by or against, the Borrower or any other Obligor; (viii) any discontinuance or termination of any guaranty of any of the Obligations by a guarantor; (ix) any failure by the Borrower to observe the authorized credit limits on the Account; or (x) the Lender determining in good faith that the prospect of payment or performance hereunder is impaired or that there has been a material, adverse change in any Obligor's financial condition, thereupon, or at any time thereafter, to the extent permitted by law, the Lender at its option may terminate any obligation to extend any additional credit or make any other financial accommodation to the Borrower and/or may declare all of the Obligations to be immediately due and payable all without notice or demand, and shall have in addition to and independent of the right to declare the Obligations to be due and payable and any other rights of the Lender under this Agreement or any other agreement with any Obligor or any Pledgor, the remedies of a secured party under the Uniform Commercial Code of the State of South Carolina extended from time to time (the "Code"), including, without limitation thereto, the right to take possession of the Collateral, or the proceeds thereof and to sell or otherwise dispose thereof, and for this purpose, to sign in the name of any Obligor or Pledgor any transfer, conveyance or instrument necessary or appropriate in order for the Lender to sell or dispose of any of the Collateral. The rights of the Lender specified herein shall be in addition to, and not in limitation of the Lender's rights under the Code, or any other statute or rules of law conferring rights similar to those conferred by the Code, and under the provisions of any other instrument or agreement executed by the Borrower, any other Obligor, or any Pledgor to the Lender;

The security agreement set forth herein and the security interest in the Collateral created hereby shall terminate only when all of the Obligations have been indefeasibly paid in full and such payments are no longer subject to rescission, recovery or repayment upon the bankruptcy, insolvency, reorganization, moratorium, receivership or similar proceeding affecting the Borrower or any other Pledgor or Obligor.

No waiver by the Lender of any default shall be effective unless in writing and operate as a waiver of any other default or of the same default on a future occasion. All rights of the Lender hereunder shall inure to the benefit of its successors and assigns, and all obligations of the Borrower shall bind the heirs, legal representatives, successors and assigns of the Borrower.

All Obligors and Pledgors, whether bound by this or by separate instrument or agreement, shall be jointly and severally liable for the indebtedness evidenced by this Agreement and hereby severally (a) waive presentment for payment, demand, protest, notice of nonpayment or dishonor and of protest and any and all other notices and demands whatsoever; (b) consent that at any time, or from time to time, payment of any sum payable under this Agreement may be extended without notice whether for a definite or indefinite time; and (c) agree to remain liable until all of the Obligations are paid in full notwithstanding any impairment, substitution, release or transfer of Collateral or any one or more Borrower or Obligor by the Lender, with or without consideration, or of any extension, modification or renewal. No conduct of the holder shall be deemed a waiver or release of such liability, unless the holder expressly releases such party in writing.

The Borrower shall pay to the Lender on demand all expenses, including reasonable attorneys' fees and expenses of legal counsel, incurred by the Lender in any way arising from or relating to the enforcement or attempted enforcement of the Agreement and any related guaranty, collateral document or other document and the collection or attempted collection, whether by litigation or otherwise, of the Agreement. This is of the essence.

Pledgor hereby waives any action on delinquency in respect of the Obligations, including any right to require the Lender to sue or otherwise enforce payment thereof against any Obligor or any Collateral other than the Collateral pledged by Pledgor. Pledgor further waives any rights pursuant to any invalidity or disaffirmance in whole or in part with respect to the liability of any Obligor. Pledgor consents that, at any time, and from time to time, either with or without

FR U-1
OMB No. 7100-0118
Approval expires January 31, 1990

BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
Statement of Purpose for an Extension of Credit Secured by Margin Stock
(Federal Reserve Form U-1)

Wachovia Bank, N.A.

Name of Bank

This report is required by law (15 U.S.C. §78g and 79w; 12 CFR 221).

Public reporting burden for this collection of information is estimated to average 4.2 minutes (0.07 hours) per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection

of information. Send comments regarding this burden estimate, including suggestions for reducing this burden, to Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, N.W., Washington, D.C. 20534; and to the Office of Management and Budget Paperwork Reduction Project (7100-0118), Washington, D.C. 20503.

Instructions

1. This form must be completed when a bank extends credit in excess of \$100,000 secured directly or indirectly, in whole or in part, by any margin stock.

2. The term "margin stock" is defined in Regulation U (12 CFR 221) and includes principally: (1) stocks that are registered on a national securities exchange or that are on the Federal Reserve Board's List of Marginable OTC Stocks; (2) debt securities (bonds) that are convertible into margin stocks; (3) any over-the-counter security designated as qualified for trading in the National Market System under a designation plan approved by the Securities and Exchange Commission (NMS Security); and (4) shares of most mutual funds, unless 95 per cent of the assets of the fund are continuously invested in U.S. government, agency, state, or municipal obligations.

3. Please print or type (if space is inadequate, attach separate sheet).

Part 1 To be completed by borrower(s)

1. What is the amount of the credit being extended? \$78,000.00

2. Will any part of this credit be used to purchase or carry margin stock? ☐ Yes ☒ No

If the answer is "no," describe the specific purpose of the credit. Working Capital

I (We) have read this form and certify that to the best of my (our) knowledge and belief the information given is true, accurate, and complete, and that the margin stock and any other securities collateralizing this credit are authentic, genuine, unaltered, and not stolen, forged, or counterfeit.

Signed:

Borrower's signature

D. Bruce Wolff

Print or type name

Signed:

Borrower's signature

Print or type name

Date

This form should not be signed if blank.

A borrower who falsely certifies the purpose of a credit on this form or otherwise willfully or intentionally evades the provisions of Regulation U will also violate Federal Reserve Regulation X, "Borrowers of Securities Credit".

FRU -1

Page 2 of 2

Part II To be completed by bank only if the purpose of the credit is to purchase or carry margin securities (Part I (2) answered "yes")

1. List the margin stock securing this credit; do not include debt securities convertible into margin stock. The maximum loan value of margin stock is 50 percent of its current market value under the current Supplement to Regulation U.

No. of shares	Issue	Market price per share	Date and source of valuation (See note below)	Total market value per issue

2. List the debt securities convertible into margin stock securing this credit. The maximum loan value of such debt securities is 50 percent of the current market value under the current Supplement to Regulation U.

Principal amount	Issue	Market price	Date and source of valuation (See note below)	Total market value per issue

3. List other collateral including nonmargin stock securing this credit.

Describe briefly	Market price	Date and source of valuation (See note below)	Good faith loan value

Note: Bank need not complete "Date and source of valuation" if the market value was obtained from regularly published information in a journal of general circulation or an automated quotation system.

Part III To be signed by a bank officer in all instances.

I am a duly authorized representative of the bank and understand that this credit secured by margin stock may be subject to the credit restrictions of Regulation U. I have read this form and any attachments, and I have accepted the customer's statement in Part I in good faith as required by Regulation U*; and I certify that to the best of my knowledge and belief, all the information given is true, accurate, and complete. I also certify that if any securities that directly secure the credit are not or will not be registered in the name of the borrower or its nominee, I have or will cause to have examined the written consent of the registered owner to pledge such securities. I further certify that any securities that have been or will be physically delivered to the bank in connection with this credit have been or will be examined, that all validation procedures required by bank policy and the Securities Exchange Act of 1934 (section 17(f), as amended) have been or will be performed, and that I am satisfied to the best of my knowledge and belief that such securities are genuine and not stolen or forged and their faces have not been altered.

Signed: Wachovia Bank, N.A.

Date

Vice President

Title

Bank officer's signature

Tim Langfitt

Print or type name

*To accept the customer's statement in good faith, the officer of the bank must be alert to the circumstances surrounding the credit and, if in possession of any information that would cause a prudent person not to accept the statement without inquiry, must have investigated and be satisfied that the statement is truthful.
Among the facts which would require such investigation are receipt of the statement through the mail or from a third party.

This form must be retained by the lender for three years after the credit is extinguished.

Exhibit B

South Carolina - Line of Credit Direct Advance

Use Only For Advances Prior to Account Setup

30005122

WACHOVIA

Account Number

D Bruce Wolff

Signature

Approved By

4/15/99
Date of Advance

\$ 78000.00
Amount

37172
P.O. Number

FILED 04-15-1999

RECEIVED 04-15-1999

Substandard Copy

Exhibit C

To ensure ongoing service and access to credit,
please respond by **December 1, 2010**



Application Date: 11/28/2010
File #: 103040040026722
Doc Family: Loan Origination
Doc Type: Acceptance Certificate

Your Wells Fargo BusinessLine® Authorization Form

You need to return this form by December 1, 2010

2 easy ways to respond:

Fax: By December 1, fax your completed authorization form
toll-free to 1-866-865-9746, 24 hours a day, 7 days
a week.

Phone: For questions or to authorize by phone, call
1-866-871-1044, Monday through Friday, 8:00 a.m.
to 6:00 p.m. Central Time. Please mention reservation
number 100400026722 when you call.

This authorization form is for:

TELEPHONE #
803-779-2433

D. Wolff
D BRUCE WOLFF
PO Box 5287
Columbia, SC 29260-6287

Reservation number:
100400026722

Authorization form		
I. Business Information: Please update information that is no longer current. Account conversion is valid for the listed business and owner(s) only. If business or ownership has changed, your current Wells Fargo Business Line of Credit will be closed and an application for a Wells Fargo BusinessLine line of credit will be sent to you to re-apply.		
Legal business name (please print)	Business phone number ()	
Business address		
City	State	Zip
II. Authorize today: Be prepared and send your authorization in immediately. You authorize conversion, subject to final approval, of your Wells Fargo Business Line of Credit to a Wells Fargo BusinessLine line of credit in order to maintain access to your unsecured credit source. Regardless of when you contact us, today or by December 1, 2010, the conversion of your account to a Wells Fargo BusinessLine line of credit will not take place until February 2011. Until that time, continue to bank as you usually do. Remember, in order to convert your Wells Fargo Business Line of Credit to a Wells Fargo BusinessLine account, we must receive your authorization by December 1, 2010. If the information you supplied on this authorization form changes prior to December 1, 2010, you must contact us at 1-866-871-1044, Monday through Friday, from 8:00 a.m. to 6:00 p.m. Central Time.		
III. I certify that I have read and agree with the Terms and Conditions on the reverse side of this authorization form, including the payment guarantee. <i>[Signature]</i> 11-29-10 Owner/Guarantor #1 Signature Title Date ☒ <i>[Signature]</i> Title Date Owner/Guarantor #2 Signature Title Date		

Keep a copy of this authorization form for your records

10408 YHR 83011

I agree that all guarantors of and individuals personally liable for debt incurred by the Customer, on the Wachovia Business Line of Credit agreement, will have full access to the Wells Fargo Business Line account.

Important Notice about credit reporting. I agree that Bank may report information about my Account(s) to credit bureaus and consumer reporting agencies in the name of my business and in the name of any guarantor(s), and that late payments, missed payments, or other defaults on your Account(s) may be reflected in my and guarantor(s) credit report(s) and consumer report(s).

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account.

59019



BusinessLine®

Customer Agreement Effective April 1, 2010

This BusinessLine Customer Agreement ("Agreement") governs the BusinessLine Account ("Account") that Wells Fargo Bank, N.A. ("Bank", "we") is establishing for use by your business organization ("Customer", "you") and your designated representatives. Customer accepts and agrees to be bound by the terms and conditions of the Agreement from the time the Account is opened. Use of the Account, SUPERCHECKS™ drafts or a BusinessLine® MasterCard® card ("BusinessLine Card"), or a request for a transfer from the Account by anyone authorized by the Customer, shall be evidence the Customer's acceptance of the terms and conditions of this Agreement, including but not limited to applicable Finance Charges and Other Charges. The Account will be used for business purposes only. In no event shall the Account be used for any transaction that is illegal under any applicable law. Customer represents that it is not a Money Service Business as defined by federal law, or has identified itself to Bank as such a business and has complied with all applicable laws, rules and regulations governing such businesses. Customer agrees to comply with each and every term and condition of this Agreement as set forth below:

PROGRAM FEATURES. All program features may not be available. Consult your Welcome Letter for the Terms and Conditions applicable to your Account.

PROMISE TO PAY. Customer agrees to pay Bank, when due, the total of all purchases and advances made on the Account. Customer also promises to pay the total of any Finance Charges and Other Charges due on the Account, as stated in this Agreement, and all costs and expenses including any attorney's fees incurred in enforcing this Agreement.

CREDIT LIMIT. The Credit Limit of an Account is shown in separate correspondence provided to Customer at the time an Account is opened, and on each of the monthly periodic (billing) statements issued for that Account. Customer agrees not to use or permit the use of an Account in any way that will cause an Account to exceed its Credit Limit. Customer agrees that it is responsible for repaying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. Bank may, at its option, assess an Overlimit Fee, close the Account, exercise any of its other remedies under this Agreement, and reduce your Credit Limit without notice to you, except in those situations where notice is required by law.

CARD SERVICES. Customer will be issued one or more BusinessLine Cards per Account. The following services are available, up to the amount of the Credit Limit of the Account.

Purchases: A BusinessLine Card may be used to purchase goods or services wherever MasterCard® credit cards are accepted.

Cash Advances: Cash may be advanced from an Account by presenting the BusinessLine Card at a financial institution or an automated teller machine ("ATM") that accepts MasterCard credit cards. You can also get Cash Advances and perform balance inquiries using your BusinessLine Card with a Personal Identification Number ("PIN") at all Wells Fargo® ATMs, or any ATM which displays any of the logos appearing on the back of your BusinessLine Card.

ADDITIONAL BUSINESSLINE CARDS. Customer may request up to 3 additional BusinessLine Cards be issued to either an Account Guarantor or Authorized Signer (defined below). Additional BusinessLine Cards are embossed with a common Account number and business name, but the personal name will be unique. Any person issued an additional BusinessLine Card is granted full access to, and authority to use, the Account. A person issued an additional BusinessLine Card would be able to view the Account in Wells Fargo Online® Banking and also view any other Bank product(s) linked to the Account if that person is also an owner or signor on the other product(s). A person with an additional BusinessLine Card would be able to initiate transfers from the Account and payments to the Account from other linked Bank products.

Account Guarantor: An Account Guarantor is an individual who signed as a personal guarantor at the time of Account opening and is personally liable for the debt incurred on the Account by Customer.

Authorized Signer: An Authorized Signer is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized Signer has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

Authorized User: An Authorized User is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized User is not issued a card, however an Authorized User has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

To Add, Change or Revoke Authorized User/Signer Privileges: If customer wishes to alter Authorized User/Signer privileges, Customer must contact the National Business Banking Center at 1-800-225-5935. Requests to add or change Authorized User/Signer privileges must be made in writing, via a standard form for such requests. Requests to revoke Authorized User/Signer privileges may be made over the phone, or in writing via standard form for such requests.

To Add, Change or Revoke Additional BusinessLine Cards: All requests to add, change or revoke additional BusinessLine Cards must be made in writing. Customer may obtain a standard form for completing such requests from the National Business Banking Center at 1-800-225-5935.

Ending/Revoking BusinessLine Card Privileges: If Customer wishes to cancel an additional BusinessLine Card or revoke the access granted to an Authorized Signer, Customer must recover the additional BusinessLine Card and return it to Bank at the address listed in the Inquiry & Correspondence section at the end of the Customer Agreement. If the additional BusinessLine Card is not recovered and returned to Bank, Customer shall continue to be liable for all activity even after notifying Bank. If Customer is unable to recover an additional BusinessLine Card, Customer must request that Bank change the Account number and reissue BusinessLine Cards only to those persons who remain authorized by Customer.

AUTHORIZATIONS. All transactions on your Account are subject to prior approval by Bank ("Authorizations"). Bank reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Bank may deny an Authorization if Bank suspects that the Account is being used without Customer's permission. If our Authorization system is not working fully, we may be unable to give an Authorization even though the transaction would not exceed the Credit Limit and your Account is in good standing. Bank shall not be liable for failing to give any such Authorization. Bank may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit, and Customer agrees it is liable for any such transactions as well as the associated Overlimit Fees and Finance Charges.

OVERDRAFT PROTECTION ADVANCES. Bank offers a number of overdraft protection plans that may help you avoid the inconvenience and expense of overdrafts and returned items in a Wells Fargo® Business Checking Account ("Checking Account"). Overdraft advances will post to your Account as Cash Advances. The types of accounts that can be linked for overdraft protection depend on the Checking Account you have. Some Checking Account plans also allow you to link your Checking Account to both a credit Account and a deposit account at the same time. If this is the case, the following will apply:

- If you choose both a deposit account and a credit Account as overdraft protection, you can designate the account from which you want the funds advanced first.
- If you do not designate an account, Bank will automatically advance funds from your credit Account first, subject to credit availability under this Agreement, and then from your deposit account. If there is not enough available credit to cover the entire amount of an item presented for payment in the Checking Account, the item may be returned unpaid.
- Overdraft protection can also help you avoid having items returned due to holds placed on deposits to your Checking Account and can allow you access to your Checking Account funds (up to the amount of available credit in your credit Account) while the hold is in place.

Bank will transfer the exact dollar amount to cover the overdraft, subject to a minimum overdraft advance amount of \$25. If the amount of available credit on your Account is less than \$25, or less than the overdraft, Bank will transfer the amount of the available credit. If the linked deposit account is an unconverted Wachovia checking account, the amount(s) advanced for overdraft protection will be in \$100 increments. Overdraft advances, as well as applicable fees and finance charges, may cause the balance on your Account to exceed the Credit Limit, which can result in the assessment of an Overlimit Fee. If there is more than one person authorized to access, or listed on, the Checking Account, Customer will be responsible for all overdraft advances to the Account regardless of which individual accessed the Checking Account funds.

Additionally, Bank reserves the right to terminate Overdraft Protection without notice if overdraft advance transactions are the result of payments to the Account, or if a zero or negative balance is maintained in the Checking Account for more than one month. Overdraft Protection is an optional feature that may not be available on an Account. Transaction Finance Charges apply to each overdraft protection advance. Periodic Finance Charges apply to all overdraft protection advance balances from the date of each advance.

SUPERCHECKS™ ADVANCES. SUPERCHECKS drafts are designed for use with the Account. The drafts may be used like normal bank checks and will post to your account as Cash Advances; however account information may not be used to authorize electronic debits to your Account. When the Bank receives a draft, the Bank will pay it by advancing the amount of the draft from the Account unless the Account is delinquent, in default, closed or the draft would cause the balance to go over the Credit Limit of the Account. You may not write SUPERCHECKS drafts as payment for your Account. All SUPERCHECKS drafts must be written in U.S. dollars. No fees are assessed when ordering SUPERCHECKS. If you have a dispute with a merchant regarding property or services that you are unable to resolve with the merchant, and you used a SUPERCHECKS draft as payment, you will not have the right to assert against us any claims or defenses involving that transaction.

SUPERCHECKS Stop Payment: Bank does not guarantee the stop payment of a SUPERCHECKS draft; however, we will make an attempt to stop payment of the draft within a reasonable period of time after we receive your stop payment order, provided all information given to us is accurate and complete, and the draft has not already been paid. The stop will remain on our system for six months, unless the stop is revoked or the item is stopped. After six months, if Customer wishes to re-enter the stop payment, the Customer must contact Bank at that time.

PAYMENTS. Customer will receive a periodic statement every month for the Account. The New Balance shown on the statement is the total of all unpaid obligations that have been posted to the account as of the Closing Date shown on statement. Customer may pay the Total Amount Due shown on the statement or any greater amount, but Bank must receive at least the Total Amount Due shown on the statement, in immediately

available U.S. funds drawn on a U.S. bank, by the Current Payment Due Date shown on the statement. We may refuse to accept any payments by third party check or draft that have been endorsed to us or which have been drawn by anyone other than you.

Current Payment Due: If your Account was opened on or after the Effective Date of this Customer Agreement, your Current Payment Due will be equal to the sum of Finance Charges, Bank Fees, Other Charges plus 1% of your New Ending Balance; rounded to the next higher dollar, with a \$50 minimum. However, if the New Balance is less than \$50, the entire New Balance is the Current Payment.

If your Account was opened prior to the Effective Date, your Current Payment Due will remain unchanged unless we provided you notice of a change.

If your account is a converted Wachovia account, refer to the Wells Fargo BusinessLine account Welcome Letter for current payment due.

Total Amount Due: The Total Amount Due shown on the statement is equal to the Current Payment Due PLUS any Past Due Amount. If there is no Past Due Amount, then the Total Amount Due shown on the remittance coupon is equal to the Current Payment Due.

Minimum Payment Changes: Bank reserves the right to require accelerated payments, while your account is open, and when the account is closed for any reason and has a balance.

Automatic Payment: Automatic Payment service facilitates pre-scheduled automatic payments from a deposit account designated by you to pay your Account any month a balance is due. You may authorize payment of the Total Amount Due, or a greater amount. We may require that you provide such an authorization as a condition of approving your Account and/or keeping your Account open. Please see separate correspondence from Bank regarding such a requirement. If an automatic payment is returned or reversed for any reason, or if an automatic payment results in an overdraft advance from the same designated deposit account, Bank may terminate the Automatic Payment service without notice and/or close your Account.

Other Payment Information:

- Fees for additional Bank products/services charged to your Account may or may not be included in the Current Payment Due. If fees for these products are to be included in the Current Payment Due, those fees will be described in the separate information provided with those products/services.
- Your monthly payments and any credits will be applied in an order determined by Bank at its sole discretion. Generally, payments are first applied to any Bank Fees and Finance Charges then to balances with lower interest rates and then to balances with higher interest rates.
- Payments that are received at the payment processing address (printed on each statement) by 5 p.m. on any business day will be credited as of the day of receipt. Payments received after 5 p.m. or on non-business days may be credited as of the next business day. Payments made at other Bank locations may not be credited for up to five business days.

We may, at our discretion, withhold a portion of the available credit on your Account up to the amount of any payment(s) in order to ensure that the check or other payment instrument is honored.

We may accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Our acceptance of checks or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive full payment. If you intend to pay your Account in full with an amount less than the total balance owing on your Account, payments must be sent to: Payment Remittance Center, PO Box 54349, Los Angeles, CA 90054-0349. Please note that such payments will not discharge your full debt.

FINANCE CHARGE. The total Finance Charge is the sum of the Periodic Finance Charge plus the Transaction Finance Charge assessed on the Account. The method used to determine the balance or balances upon which these are computed is as follows:

- Periodic Finance Charge:** For each type of balance on your Account (i.e., the Cash Advance balance, the Purchase balance or Other balance) the Periodic Finance Charge is calculated by multiplying the Average Daily Balance ("ADB") during the billing cycle by the number of days in the billing cycle and then multiplying this product by the applicable Daily Finance Charge Rate ("Daily Rate"). Periodic Finance Charge = $(ADB) \times (\#days) \times (Daily Rate)$.

Calculation of Average Daily Balance ("ADB"): To calculate your ADB each month, we calculate the daily balance for each day in the billing period ("Daily Balance"), add the Daily Balances together, and divide that total amount by the number of days in the billing period. ADB's for Cash Advances, Purchases, and Other categories are calculated separately and may be subject to different rates.

For each category of balance (Cash Advances, Purchases, and Other), we calculate the Daily Balance by starting with the beginning balance related to that category plus any new activity (Cash Advances, Purchases, and Other) posted as of that day, plus any related unpaid Finance Charges, Transactions, or Other Charges, and add a Periodic Finance Charge equal to the previous day's balance multiplied by the applicable Daily Finance Charge Rate. We subtract the amount of any payments or credits applied to that balance category.

Daily Finance Charge Rate: The Daily Finance Charge Rate will either be a fixed rate or variable rate. Please refer to separate correspondence from the Bank provided at the time your Account is opened or at a later date to determine your interest rate. The Daily Finance Charge Rate for Cash

Advances, Purchases, and Other balances may differ. The Daily Finance Charge Rate is calculated by dividing the applicable interest rate by 365.

If your Account is subject to a variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo Prime Rate in effect during the Determination Date Range and adding a Spread. The Bank initially determines your Spread based on the evaluation of your credit risk. The Bank may subsequently change the Spread at Bank's sole discretion. Please refer to separate correspondence from the Bank regarding your Spread.

Wells Fargo Prime Rate: For purposes of this calculation, the Wells Fargo Prime Rate is the rate announced by the Bank from time to time as its "Prime Rate." The Determination Date Range for changing your variable interest rate will be the 30 calendar days previous to each of your Statement Closing Dates, so the Daily Finance Charge Rate shown on your statement may or may not change in the month following a change in the Wells Fargo Prime Rate. Any changes in your Daily Finance Charge Rate will apply to both current and future balances on the Account and the Daily Finance Charge Rate will continue to vary even if the Account is closed.

Transaction Finance Charge: The transaction Finance Charge is a one-time charge made each time certain types of Cash Advances are posted to the Account.

- The charge for each advance or transfer made at an ATM is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The charge for each advance obtained over-the-counter from a bank or financial institution is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The charge for each Overdraft Protection advance is based on the amount of the advance as follows:

Overdraft Advance of:	Charge amount
Up to \$25_____	\$10
\$25.01 to \$100_____	\$12.50
\$100.01 to \$500_____	\$15
\$500.01 or more_____	\$20

- If the linked deposit account is an unconverted Wachovia checking account, the amount(s) advanced for overdraft protection will be in \$100 increments.
- The charge for each advance transacted at a casino, other wager or lottery ticket purchase, or advance via wire transfer is 4% of the amount of each such transaction or purchase with a \$10 minimum and no maximum.
- There is NO TRANSACTION FINANCE CHARGE for using SUPERCHECKS drafts to advance funds.
- There is NO TRANSACTION FINANCE CHARGE for using telephone transfer, Wells Fargo Online® Banking services to advance funds to your Checking Account, or fund Bill Pay transactions.

WHEN FINANCE CHARGE BEGINS. The Periodic Finance Charge for Purchases and Advances begins on the date the transaction was made. The Periodic Finance Charge for SUPERCHECKS transactions may begin the earlier of: the transaction date, the date a SUPERCHECKS draft is deposited by the payee, or the date we receive the SUPERCHECKS draft for posting to your Account.

OTHER CHARGES. The total of Other Charges that may be charged to the Account is the sum of:

Fees That May Be Assessed Annually: Bank may assess an Opening Fee or Annual Fee for the first year and an Annual Fee each year thereafter. Alternatively, Bank may assess an Inactivity Fee for each year that the Account activity remains below the threshold established by Bank. Please refer to separate correspondence for pricing details.

Annual Fees and Inactivity Fees will not be refunded in whole or in part after assessment, even if the Account is subsequently suspended, closed or terminated for any reason. Bank may assess an Annual Fee or Inactivity Fee on each closed Account for each year a balance is maintained in the Account.

Late Charge: If Bank does not receive at least the Total Amount Due by the Current Due Date shown on your periodic statement, Bank may assess a Late Charge of \$39. However, if the New Balance shown on your previous statement is less than \$100, the Late Charge will be \$25 and, if Account has been delinquent two or more times in the past 12 billing cycles, Bank may assess a Late Charge of \$50. We may individually contact Customers to inform them of other Late Charge amounts in cases of default.

Overlimit Fee: If your Account balance exceeds your Credit Limit, Bank may assess an Overlimit Fee that is 1.5% of the overlimit amount, subject to a \$39 minimum and a \$75 maximum, any time your balance exceeds your Credit Limit. An Overlimit Fee may be assessed each month in which the balance on the Account exceeds the Credit Limit.

Returned Check Fee: If payment on the Account is made with a check or other item that is not honored for any reason, Bank may assess a \$29 fee. If Customer pays more than one Account with an item, a \$29 fee may be assessed against each affected Account. The bank on which the check or item was drawn may impose a separate fee for the dishonored item.

Returned SUPERCHECKS Fee: If Bank receives a SUPERCHECKS draft for payment, and the Account has insufficient funds to cover the amount

of the draft, or if the Account is otherwise not in good standing, the draft may be returned unpaid. Bank may also assess a \$20 fee.

Stop Payment Fee: If Customer requests that Bank place a "Stop Payment" on a SUPERCHECKS draft, the Bank may assess a charge of \$29 for each Stop Payment request.

Research Fee: Certain Bank services incurred in connection with the Account are subject to additional fees. If Customer requests that Bank research the Account, for example, to update Customer's business records, \$5 may be assessed for each sales slip copy Bank provides, \$3 may be assessed for each monthly statement Bank provides and \$20 per hour may be assessed for other Bank research services. The hourly charge will apply as follows:

1-15 Minutes	\$5
16-30 Minutes	\$10
31-45 Minutes	\$15
46-60 Minutes	\$20

These fees will not be charged if Customer makes a good faith inquiry about a suspected error on a periodic statement.

Foreign Currency Conversion Fee: If Customer originates a transaction in a foreign currency, Bank may assess a 3% Currency Conversion Fee on the converted dollar amount of each such transaction. See below for additional information.

Bank may waive any of the fees in this Agreement at Bank's discretion; however, Bank reserves the right to begin charging any fee that was previously waived without providing prior notice to you.

DEFAULT. The following constitute defaults under this Agreement: (1) a payment is not made when it is due; (2) the terms of this Agreement are breached in any way; (3) Customer defaults under the terms of any other obligation to Bank; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's Account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or volume of Customer's business; (6) Customer becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired; (7) payments to Account are returned or reversed for any reason; (8) failure to submit required information the Bank deems necessary; (9) Customer's Account balance exceeds the Credit Limit; or (10) Bank observes excessive or suspicious Account usage or suspects an Account is involved in kiting. Customer will be charged the applicable Finance Charge Rate after any default under this Agreement.

BANKER'S LIEN AND RIGHT OF SET-OFF. Bank has a general lien under South Dakota law on any of Customer's personal property in Bank's possession. In the event Customer does not make payment on the Account as agreed, Bank may exercise its right of set-off against any obligation Bank owes to Customer, including a set-off against any deposit account(s) Customer has with Bank to the extent permitted by law. **REMEDIES.** In the event of any default or failure to meet any condition under the preceding paragraphs, Bank may, at its option, and without prior notification:

- (1) close any or all Accounts to all use, including other types of accounts that the owner or guarantor is responsible for or a signer on;
- (2) accelerate payment of the full balance on any or all Accounts and thereby require immediate payment of the full balance of such Accounts including, without limitation, any Finance Charge and Other Charges;
- (3) fix monthly Account payments at a higher amount;
- (4) immediately terminate any promotional rates and/or raise the Finance Charge Rate on existing and new balances; and/or
- (5) fix the Late Charge at a higher amount;
- (6) require that you immediately pay the entire overlimit amount or we may increase your minimum payment.

ARBITRATION PROGRAM.

- (a) **Binding Arbitration:** Upon the demand of any party, whether made before the institution of any judicial proceeding or not more than 60 days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto or any amendment to any of the above, any Dispute (as defined below) shall be resolved by binding arbitration in accordance with the terms of this Arbitration Program. A "Dispute" shall include any action, dispute, claim, or controversy of any kind, whether in contract or in tort, statutory or common law, legal or equitable, or otherwise, now existing or hereafter arising between the parties in any way arising out of, pertaining to or in connection with (1) any agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents, or instruments (collectively, the "Document" or "Documents"); (2) all past, present, or future loans, lines of credit, notes, instruments, drafts, credits, accounts, deposit accounts, safe deposit boxes, safekeeping agreements, guarantees, letters of credit, goods or services, or other transactions, contracts or agreements of any kind whatsoever; (3) any past, present or future incidents, omissions, acts, errors, practices, or occurrences causing injury to either party whereby the other party or its agents, employees or representatives may be liable, in whole or in part; or (4) any other aspect of the past, present or future relationships of the parties including any agency, independent contractor or employment relationship but excluding claims for workers' compensation and unemployment benefits ("Relationship"). Any party to this Arbitration Program may by summary proceedings bring any action in court to compel arbitration of any Dispute. Any party who fails or refuses to submit to binding arbitration following a lawful demand by the opposing party shall bear all costs and expenses incurred by the opposing party in compelling arbitration of any Dispute. The parties agree that by engaging in activities with or involving each other as described above, they are participating in transactions involving interstate commerce or "commerce" as that term is used in the Federal Arbitration Act, Title 9 of the United States Code ("FAA"). The parties understand that by this agreement they have decided that their disputes shall be resolved by binding arbitration rather than in court, and once decided by arbitration no dispute can later be brought, filed or pursued in court before a judge or jury.
- (b) **Governing Rules:** All Disputes between the parties submitted to arbitration shall be resolved by binding arbitration administered by the

American Arbitration Association (the "AAA"), or some other administrator if mutually agreeable to the parties, in accordance with the Commercial Arbitration Rules of the AAA, the Federal Arbitration Act (Title 9 of the United States Code) and to the extent the foregoing are inapplicable, unenforceable or invalid, the applicable substantive law designated in the Documents relating to the Dispute. In the event of any inconsistency between this Arbitration Program and such rules and statutes, this Arbitration Program shall control. Judgment upon any award rendered hereunder may be entered in any court having jurisdiction; provided, however, that nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. § 91 or a similar state law which may be applicable, such as Texas Banking Code art. 342-609.

- (c) **No Waiver; Preservation of Remedies; Multiple Parties.** No provision of, nor the exercise of any rights under, this Arbitration Program shall limit the right of any party, during any Dispute, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, foreclosing or proceeding under forcible entry and detainer for possession of any real or personal property, and any such action shall not be deemed an election of remedies. Such rights shall include, without limitation, rights and remedies relating to (1) foreclosing against any real or personal property collateral or other security; (2) exercising self-help remedies including set-off rights; or (3) obtaining provisional or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction. Such rights can be exercised at any time except to the extent such action is contrary to a final award or decision in any arbitration proceeding. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, including the plaintiff, to submit the Dispute to arbitration, nor render inapplicable the compulsory arbitration provisions hereof. In Disputes involving indebtedness or other monetary obligations, each party agrees that the other party may proceed against all liable persons, jointly or severally, or against one or more of them, less than all, without impairing rights against other liable persons. Nor shall a party be required to join the principal obligor or any other liable persons, such as sureties or guarantors, in any proceeding against a particular person. A party may release or settle with one or more liable persons without releasing or impairing rights to proceed against any persons not so released. This Arbitration Program shall not apply to a dispute concerning indebtedness secured by real estate if the single action rule statutes of California, Idaho or any other applicable law would preclude enforcement of a mortgage, lien or security interest securing such indebtedness as a result of the arbitration of such dispute, unless the holder of such mortgage, lien or security interest specifically elects in writing to proceed with the arbitration.
- (d) **Arbitrator Powers and Qualifications; Awards.** Arbitrators are empowered to resolve Disputes by summary rulings. Arbitrators shall resolve all Disputes in accordance with the applicable substantive law. Any arbitrator selected shall be required to be a practicing attorney and shall be required to be experienced and knowledgeable in the substantive laws applicable to the subject matter of the Dispute. All statutes of limitation applicable to any Dispute shall apply to any proceeding with this Arbitration Program. With respect to a Dispute in which the claims or amounts in controversy do not exceed \$1,000,000, a single arbitrator shall be chosen and shall resolve the Dispute by rendering an award not to exceed \$1,000,000, including all damages of any kind whatsoever, including costs, fees and expenses. Submission to a single arbitrator shall be a waiver of all Parties' claims to recover more than \$1,000,000. A Dispute involving claims or amount in controversy exceeding \$1,000,000 shall be decided by a majority vote of a panel of three arbitrators (an "Arbitration Panel"), the determination of any two of the three arbitrators constituting the determination of the Arbitration Panel, provided, however, that all three Arbitrators on the Arbitration Panel must actively participate in all hearings and deliberations. Arbitrators, including any Arbitration Panel, may grant any remedy or relief deemed just and equitable and within the scope of this Arbitration Program and may also grant such ancillary relief as is necessary to make effective any award. Arbitrators, including any Arbitration Panel, shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to prevailing party. Arbitrators shall be empowered to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable State Rules of Civil Procedure and applicable law. Arbitrator(s) shall be empowered, at the written request of any Party in any Dispute, 1) to consolidate in a single proceeding any multiple party claims that are substantially identical or based upon the same underlying transaction; 2) to consolidate any claims and Disputes between other Parties which arise out of or relate to the subject matter hereof, including all claims by or against borrowers, guarantors, sureties and/or owners of collateral; and 3) to administer multiple arbitration claims as class actions in accordance with Rule 23 of the Federal Rules of Civil Procedure. In any consolidated proceeding the first arbitrator(s) selected in any proceeding shall conduct the consolidated proceeding unless disqualified due to conflict of interest. Arbitrator(s) and Arbitration Panels shall be required to make specific, written findings of fact and conclusions of law. The determination of an Arbitrator or Arbitration Panel shall be binding on all parties and shall not be subject to further review or appeal except as otherwise allowed by applicable law.
- (e) **Miscellaneous:** To the maximum extent practicable, the AAA, the Arbitrator (or Arbitration Panel, as appropriate) and the parties shall take any action necessary to require that an arbitration proceeding hereunder shall be concluded within 180 days of the filing of the Dispute with the AAA. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then in the state of the applicable substantive law designated in the Documents relating to the Dispute at a location selected by the Administrator. With respect to any Dispute, each party agrees that all discovery activities shall be expressly limited to matters directly relevant to the Dispute and any Arbitrator, Arbitration Panel and the AAA shall be required to fully enforce this requirement. Each party agrees to keep all Disputes subject to arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. This Arbitration Program shall be construed in accordance with the Federal Arbitration Act, other applicable Federal law, and applicable law of the state of South Dakota unless and except to the extent that another state's law is specifically designated for certain purposes herein. With respect to proceedings involving residents of Colorado, the provisions of CRS 13-22-201 et seq. and CRS 13-21-102(5) shall apply. With respect to proceedings involving residents of the State of Washington, the Arbitrator(s) shall not have the power to award punitive or exemplary damages except where such damages are specifically provided for by a Washington statute upon which the award could have been based if litigated in a Washington court. This Arbitration Program constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior arrangements and other communications on dispute resolution except with respect to Arbitration

Programs governing disputes to which the Arbitration Program does not apply by virtue of paragraph (c) hereof. The provisions of this Arbitration Program shall survive any termination, amendment, or expiration of the Documents or the Relationship, unless the parties otherwise expressly agree in writing. This Arbitration Program may be amended, changed, or modified only by a specific modification in writing agreed to by all affected parties. If any term, covenant, condition or provision of this Arbitration Program is found to be unlawful, invalid or unenforceable, such defect shall not affect the legality, validity or enforceability of the remaining parts of this Arbitration Program, and all such remaining parts hereof shall be valid and enforceable and have full force and effect as if the illegal, invalid or unenforceable part had not been included.

- (f) **LIMITATION ON LAWSUITS.** Customer agrees that any lawsuit based upon any cause of action which Customer may have against Bank must be filed within one year from the date that it arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Bank may lawfully contract to set limitations for bringing suit.
- (g) **TELEPHONE TRANSFERS.** Customer authorizes Bank to make transfers, up to the available Credit Limit, between the Account and other designated accounts specified in writing, upon Bank's receipt of instructions from any of Customer's owners or principals. Ten days after a Customer applies for telephone transfer capabilities, the first telephone transfer request can be made. Each telephone transfer request may take up to three business days for processing. Bank will have no liability for any transfer made upon the written or verbal request of any person believed by Bank in good faith to have been authorized by Customer to submit the request. Customer will indemnify and hold Bank harmless from and against any damages, liabilities, costs or expenses (including attorney's fees) arising out of any claim by Customer or any third party, against Bank in connection with Bank's performance of transfers as described above.
- (h) **FOREIGN CURRENCY TRANSACTIONS.** If you use your BusinessLine Card to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to your Account.
- (i) **Foreign Currency Transaction Procedures:** If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, MasterCard International will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a wholesale market rate, which rate may vary from the rate MasterCard International itself receives or (2) a government-mandated rate for the applicable currency as determined under MasterCard regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the cardholder's Account. Bank may assess a Currency Conversion Fee by increasing the currency conversion rate by 3%.
- (j) **Point Of Sale Currency Conversion:** Some merchants outside of the United States offer cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction. If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant. No Currency Conversion Fee is assessed by the Bank for these merchant-converted Foreign Currency Transactions.
- (k) **CREDIT REPORTS AND RE-EVALUATION OF CREDIT.** Customer authorizes Bank to obtain business and personal credit bureau reports in the name of the Customer and guarantor(s) of the Account at any time. Customer agrees to submit to Bank current financial information in the name of the Customer and to submit or cause guarantor(s) to submit to Bank current financial information in the name of guarantor(s) at any time upon request. Such information shall be used for the purpose of evaluating or re-evaluating Customer's and guarantor(s)' creditworthiness. Upon determination that Customer's or guarantor(s)' creditworthiness has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Credit Limit on any or all Accounts. Bank may report its credit experience with Customer and its Account(s) to third parties. Customer agrees that Bank may release information about Customer or Customer's Account to other Wells Fargo companies.
- (l) **Important Notice About Credit Reporting.** Bank may report information about your Account(s) to credit bureaus and/or consumer reporting agencies in the name of your business organization and in the name of any guarantor(s). Late payments, missed payments, or other defaults on your Account(s) may be reflected in your and guarantor(s) credit report(s) and/or consumer report(s).

ECOA INFORMATION. If any application for additional business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Business Direct Loan Center, PO Box 29482, Phoenix, AZ 85038-9482, or call (800) 231-9244, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is: District Office of the Comptroller of the Currency, 1301 McKinley St, Suite 3450, Houston, TX 77010.

RIGHT TO TERMINATE AN ACCOUNT. Bank may terminate any or all of Customer's Accounts at any time, or reduce the amount of Customer's Credit Limit, and may increase the minimum payment on any or all of its Accounts without notice, subject to applicable law, even though Customer may not have defaulted on any Account. If Bank terminates an Account, Customer agrees to destroy any BusinessLine Card or SUPERCHECKS drafts issued on that Account. Customer agrees that it will continue to be responsible for full payment of the balance on the closed Account and all charges to the Account, including, without limitation, SUPERCHECKS advances, Purchases, Cash Advances, and Overdraft Protection advances that post after termination of the Account and any Finance Charge and Other Charges. Any principal/owner of Customer may cancel the Account at any time upon written notification to the Bank.

CHANGE IN TERMS OF AN ACCOUNT. Bank may unilaterally change any of the terms of any of Customer's Accounts at Bank's sole discretion at any time. Bank will provide Customer with such notice as is required by law, by mailing such notice to Customer at the latest address shown in Bank's records. If Customer has elected to receive statements electronically, notices may be delivered to Customer electronically in the same

manner that statements are delivered. Subject to applicable law and provided Bank does not notify Customer otherwise, any changes will apply to the current balance of its Accounts as well as to future balances.

LIABILITY FOR UNAUTHORIZED USE. Bank will not hold Customer liable for the unauthorized use of Account subject to the following:

- (1) Customer must notify Bank immediately if Customer suspects or knows that a BusinessLine Card or SUPERCHECKS drafts are lost or stolen, or in the possession of an unauthorized person, by calling 1-800-225-5935. (If outside of the United States by calling (916) 569-6782);
- (2) Customer must follow up the telephone notification within ten days by providing written notice of the suspected or actual loss or theft of a BusinessLine Card or SUPERCHECKS drafts to: Wells Fargo Fraud Investigation, PO Box 272580, Concord, CA 94527;
- (3) Use of a BusinessLine Card or SUPERCHECKS drafts by a person authorized by Customer to use the Account at any time, even if that person is no longer associated with or employed by Customer, does not constitute unauthorized use, subject to applicable law.

BILLING ERRORS. Customer agrees to notify Bank of any billing errors regarding a merchant transaction posted to the Account within 30 days after receipt of the statement reflecting the error. If Bank is unable to resolve the error with the responsible merchant, Customer agrees to pay Bank the amount in question and further pursuit of the issue with the merchant will become Customer's responsibility.

LAWS GOVERNING THIS AGREEMENT. The laws of the state of South Dakota (excluding its conflict of law provisions) and of the United States of America shall govern this Agreement. If any part of this Agreement cannot be enforced, this fact will not affect the rest of this Agreement. Bank may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest shall be credited against the then unpaid principal balance or refunded to Customer. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating and spreading such sums over the full term of the loan, including all prior and subsequent renewals and extensions. Chapter 34G of the Texas Finance Code (which regulates certain revolving credit accounts) shall not apply to any revolving loan accounts existing under this Agreement.

TELEPHONE MONITORING AND CONTACTING YOU. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts you may owe, that we may from time to time make calls and send text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

TELEPHONE SERVICE. You may contact us toll free at 1-800-225-5935. If you need to contact us from outside the United States you may call collect at (916) 569-6782.

TTY/TDD SERVICE. For TTY/TDD service, contact a telephone relay service provider.

PAYMENT ADDRESS: Wells Fargo Business Payment Processing, PO Box 54349, Los Angeles, CA 90054.

INQUIRY & CORRESPONDENCE ADDRESS: Wells Fargo Business Correspondence, PO Box 348750, Sacramento, CA 95834.

CHANGES OF ADDRESS, TELEPHONE NUMBER, OR NAME. Customer agrees to immediately notify Bank in writing of any change of business or mailing address, telephone number, or business name.



ELECTRONICALLY FILED - 2018 Apr 12 3:07 PM - RICHMOND - COMMON PLEAS CASE #2017CP-00386

BusinessLine® Customer Agreement

Effective: August 1, 2013

This BusinessLine Customer Agreement ("Agreement") governs the BusinessLine Account ("Account") that Wells Fargo Bank, N.A. ("Bank", "we") is establishing for use by your business organization ("Customer", "you") and your designated representatives. Customer accepts and agrees: (1) to be bound by the terms and conditions of the Agreement from the time the Account is opened, (2) that use of the Account, including but not limited to SUPERCHECKS™ drafts or a BusinessLine® MasterCard® card ("BusinessLine Card"), or a request for a transfer from the Account by anyone authorized by the Customer, shall be evidence of the Customer's acceptance of the terms and conditions of this Agreement, including but not limited to applicable Finance Charges and Other Charges and Fees, (3) that the Account will be used for business purposes only, and (4) that in no event shall the Account be used for any transaction that is illegal under any applicable law. Customer represents that it is not a Money Service Business as defined by federal law, or has identified itself to Bank as such a business and has complied with all applicable laws, rules and regulations governing such businesses. Customer agrees to comply with each and every term and condition of this Agreement as set forth below:

PROMISE TO PAY. Customer promises to pay Bank, when due, the total of all purchases and advances made on the Account. Customer also promises to pay the total of any Finance Charges and Other Charges due on the Account, as stated in this Agreement, and all costs and expenses including any attorney's fees incurred in enforcing this Agreement.

CREDIT LIMIT. The Credit Limit of an Account is shown in separate correspondence provided to Customer at the time an Account is opened, and on each of the monthly periodic billing statements issued for that Account. Customer will not use or permit the use of an Account in any way that will cause Account to exceed its Credit Limit. Customer is responsible for repaying outstanding advances under the Account, including but not limited to those that exceed its Credit Limit. Bank may, at its option, assess an Overlimit Fee, close the Account, reduce your Credit Limit, and exercise any of its other remedies under this Agreement, without notice to you.

CARD SERVICES. Customer will be issued one or more BusinessLine Cards as requested by Customer. The following services are available, up to the amount of the Credit Limit of the Account.

Purchases: A BusinessLine Card may be used to purchase goods or services wherever MasterCard® credit cards are accepted.

Cash Advances: Cash may be advanced from an Account by presenting the BusinessLine Card at a financial institution or automated teller machine ("ATM") that accepts MasterCard credit cards. You can also get Cash Advances and perform balance inquiries using your BusinessLine Card with a Personal Identification Number ("PIN") at all Wells Fargo® ATMs, or any ATM which displays any of the logos appearing on the back of your BusinessLine Card.

ADDITIONAL BUSINESSLINE CARDS. Customer may request up to 3 additional BusinessLine Cards be issued to either an Account Guarantor or Authorized Signer (defined below). Additional BusinessLine Cards are embossed with a common Account number and business name, but the personal name will be unique. Any person issued an additional BusinessLine Card is granted full access to, and authority to use, the Account. A person issued an additional BusinessLine Card would be able to view the Account in Wells Fargo Online® Banking and also view any other Bank product(s) linked to the Account if that person is also an owner or signer on the other product(s). A person with an additional BusinessLine Card would be able to initiate transfers from the Account and payments to the Account from other linked Bank products.

Account Guarantor: An Account Guarantor is an individual who signed as an authorized representative of the business and as a personal guarantor of the business' debt to the Bank, who has full access to Account funds and the ability to obtain information about the Account from customer service and online banking. An Account Guarantor is personally liable for the entire debt incurred on the Account.

Authorized Signer: An Authorized Signer is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized Signer has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

Authorized User: An Authorized User is any person other than an Account Guarantor who has been authorized by Customer to access the Account. An Authorized User is not issued a card, however an Authorized User has full access to the Account funds and the ability to obtain information about the Account from customer service and online banking.

To Add, Change or Revoke Authorized User/Signer Privileges: If customer wishes to alter Authorized User/Signer privileges, Customer must contact the National Business Banking Center at 1-800-225-5935. Requests to add or change Authorized User/Signer privileges must be made in writing, via a standard form for such requests. Requests to revoke Authorized User/Signer privileges may be made over the phone, or in writing via standard form for such requests.

To Add, Change or Revoke Additional BusinessLine Cards: All requests to add, change or revoke additional BusinessLine Cards must be made in writing. Customer may obtain a standard form for completing such requests from the National Business Banking Center at 1-800-225-5935.

Ending/Revoking BusinessLine Card Privileges: If Customer wishes to cancel an additional BusinessLine Card or revoke the access granted to an Authorized Signer, Customer must recover the additional BusinessLine Card and return it to Bank at the address listed in the Inquiry & Correspondence section at the end of the Customer Agreement. If the additional BusinessLine Card is not recovered and returned to Bank, Customer shall continue to be liable for all activity even after notifying Bank. If Customer is unable to recover an additional BusinessLine Card, Customer must request that Bank change the Account number and reissue BusinessLine Cards only to those persons who remain authorized by Customer.

AUTHORIZATIONS. All transactions on an Account are subject to prior approval by Bank ("Authorizations"). Bank reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Bank may deny an Authorization if Bank suspects that the Account is being used without Customer's permission. If Bank's Authorization system is not working, Bank may be unable to give an Authorization even though the transaction would not exceed the Credit Limit and your Account is in good standing. For security reasons, Bank cannot explain the details of how the authorization system works. Bank shall not be liable for failing to give any such Authorization. Bank may, but is not required to, authorize transactions that will cause the balance on an Account to exceed the Credit Limit assigned to an Account, and Customer agrees it is liable for any such transactions as well as the associated Overlimit Fees and Finance Charges and Other Charges.

OVERDRAFT PROTECTION ADVANCES. Bank offers a number of overdraft protection plans that may help Customer avoid the inconvenience and expense of overdrafts and returned items in a Wells Fargo® Business Checking Account ("Checking Account"). The types of accounts that can be linked for overdraft protection depend on the Checking Account you have. Some Checking Account plans also allow you to link your Checking Account to both a credit Account and a deposit account at the same time. If this is the case, the following will apply to Overdraft Protection Advances from your credit Account:

- If you choose to link both a deposit account and a credit Account as overdraft protection, you may designate the account from which you want the funds advanced first.
- If you do not designate an account order for Overdraft advances, Bank will automatically advance funds from your linked deposit account first, and then from your linked credit account, subject to credit availability under this Agreement.

Bank will transfer the exact dollar amount to cover the overdraft, subject to your Credit Limit and a minimum overdraft advance amount of \$25. If the amount of available credit on your Account is less than \$25, or less than the overdraft, Bank will transfer the amount of the available credit. Overdraft advances, as well as applicable fees and finance charges, may cause the balance on your Account to exceed the Credit Limit, which can result in the assessment of an Overlimit Fee or application of other Remedies. If there is more than one person authorized to access, or listed on, the Checking Account, Customer will be responsible for all overdraft advances from the credit Account regardless of which individual accessed the Checking Account funds.

Overdraft protection is an optional feature that may not be available on a Checking Account. Bank reserves the right to terminate Overdraft Protection without notice if overdraft advance transactions are the result of payments to the Account, or if a zero or negative balance is maintained in the Checking Account for more than one month. Overdraft Protection is an optional feature that may not be available on an Account. Transaction Finance Charges will apply to each overdraft protection advance. In addition, Periodic Finance Charges apply to all overdraft protection advance balances from the date of the Overdraft protection advance.

SUPERCHECKS™ ADVANCES. SUPERCHECKS drafts may be used to access an Account. The drafts may be used like normal bank checks and will post to your account as Cash Advances. When the Bank receives a draft, the Bank will pay the draft by advancing the amount of the draft from the Account unless the Account is delinquent, in default, closed or the draft would cause the balance to exceed the Credit Limit of the Account. You may not write SUPERCHECKS drafts as payment to your Account. All SUPERCHECKS drafts must be written in U.S. dollars. No fees will be assessed when ordering SUPERCHECKS drafts. If you have a dispute with a merchant regarding property or services that you are unable to resolve with the merchant, and you used a SUPERCHECKS draft as payment, you will not have the right to assert against us any claims or defenses involving that transaction. SUPERCHECKS drafts may only be used and processed as paper drafts. Bank will not honor ACH or other electronic

transactions in which you have given/used the routing transit number and/or account number printed on the SUPERCHECKS drafts. In addition to Bank rejecting any such electronic transaction, the intended payee of the draft may assess fees or penalties.

SUPERCHECKS Stop Payment: Bank does not guarantee the stop payment of a SUPERCHECKS draft; however, we will make an attempt to stop payment of the draft within a reasonable period of time after we receive your stop payment order, provided all information given to us is accurate and complete, and the draft has not already been paid. The stop will remain on Bank's system for six (6) months, unless the stop payment order is revoked or the draft is stopped. After six (6) months, the Customer must contact Bank if Customer wishes to re-enter the stop payment request.

PAYMENTS. Customer will receive a periodic statement every month for the Account. The New Balance shown on the statement is the total of all unpaid obligations that have been posted to the Account as of the Statement Closing Date shown on statement. Customer may pay the Total Amount Due shown on the statement or any greater amount, but Bank must receive at least the Total Amount Due shown on the statement, in immediately available U.S. funds drawn on a U.S. bank, by the Current Payment Due Date shown on the statement.

Current Payment Due: Your Current Payment Due will be equal to the sum of Finance Charges, Bank Fees, Other Charges plus up to 1% of your New Balance; rounded to the next highest dollar, with up to a \$50 minimum. However, if the New Balance is less than \$50, the entire New Balance is the Current Payment Due.

For information regarding payment calculations after account closure refer to the 'Payments After Account Closure or Default' section of this customer agreement.

Total Amount Due: The Total Amount Due shown on the statement is equal to the sum of the Current Payment Due PLUS any Past Due Amount, PLUS any payment due on promotional balances required by the terms of a promotion. If there is no Past Due Amount or promotional balance, then the Total Amount Due shown on the statement will equal the Current Payment Due.

Payments After Account Closure or Default: After an Account closes or is closed for any reason, it is in the Customer's interest to pay off the remaining balance in as short a time as possible. To facilitate a faster payoff at any time after an Account closes or a Default occurs, Bank may increase the minimum Current Payment Due at or after time of Account Closure or Default occurrence up to \$200. The minimum Current Payment Due on the account each billing cycle will be an amount set by Bank. If the New Balance is less than the current minimum Current Payment Due, the entire New Balance will be the Current Payment Due.

Minimum Payment Changes: Bank reserves the right to require accelerated payments, while your account is open, and when the account is closed for any reason and has a balance.

Automatic Payment: Automatic Payment service schedules automatic payments from a deposit account designated by you to pay your Account any month a balance is due. You may authorize payments of the Total Amount Due, or a greater amount. You may authorize the Automatic Payment service for an Account or Bank may require that you provide such an authorization as a condition of approving your Account and/or keeping your Account open. Please see separate correspondence from Bank regarding such a requirement. If an automatic payment is returned or reversed for any reason, or if an automatic payment results in an overdraft advance from the designated deposit account, Bank may terminate the Automatic Payment service without notice and/or close your Account.

Other Payment Information:

- Fees for additional Bank products/services charged to your Account may or may not be included in the Current Payment Due. If fees for these additional products/services are to be included in the Current Payment Due, those fees will be described in the separate information provided with those products/services.
- Monthly Payments and any credits to your Account will be applied in an order determined by Bank at its sole discretion. Generally, payments are first applied to any Bank Fees and Finance Charges then to balances with lower interest rates and then to balances with higher interest rates.
- Payments that are received at the designated payment processing address (printed on each periodic statement) by 5 p.m. on any business day will be credited as of the day of receipt. Payments received after 5 p.m. or on non-business days may be credited as of the next business day. Payments made at other Bank locations may not be credited for up to five business days.
- Bank may, at its sole discretion, for a period of time Bank determines, withhold a portion of the available credit on your Account up to the amount of any payment(s) in order to ensure that the check or other payment instrument is honored.
- Bank may, at its sole discretion, accept late payments, partial payments, post-dated checks, or any form of payment containing a restrictive endorsement, without losing any of our rights under this Agreement. Bank's acceptance of check or money orders labeled "payment in full", or words to that effect, will not constitute an accord and satisfaction or a waiver

of any rights Bank may have to receive full payment. If you intend to pay your Account in full with an amount less than the total balance owing on your Account, payments must be sent to: Payment Remittance Center, PO Box 54349, Los Angeles, CA 90054-0349. Please note that such payments will not discharge your full debt.

FINANCE CHARGE. The total Finance Charge for an Account is the sum of the Periodic Finance Charge plus the Transaction Finance Charge assessed to the Account. The methods used to determine the balance or balances upon which the Finance Charges are computed are as follows:

A. Periodic Finance Charge: For each type of balance on an Account (i.e., the Cash Advance balance, the Purchase balance and the Other balance) the Periodic Finance Charge is calculated by multiplying the Average Daily Balance during the billing cycle by the number of days in the billing cycle and then multiplying this product by the applicable Daily Finance Charge Rate.

Periodic Finance Charge = (Average Daily Balance) x (#days) x (Daily Finance Charge Rate).

B. Calculation of Average Daily Balance ("ADB"): To calculate your ADB each month, we calculate the daily balance of the Account for each day in the billing period ("Daily Balance"), add the Daily Balances together, and divide that total amount by the number of days in the billing period. Average Daily Balances for Cash Advances, Purchases, and Other categories are calculated separately and may be subject to different rates.

For each category of balance (Cash Advances, Purchases, and Other), we calculate the Daily Balance by starting with the beginning balance related to that category plus any new activity (Cash Advances, Purchases, and Other) posted as of that day, plus any related unpaid Finance Charges, Transactions Charges, or Other Charges, and add a Periodic Finance Charge equal to the previous day's balance multiplied by the applicable Daily Finance Charge Rate. We then subtract the amount of any payments or credits applied to that balance category.

C. When Periodic Finance Charge Begins and Ends: The Periodic Finance Charge for Purchases and Advances begins on the date the transaction is made. The Periodic Finance Charge for SUPERCHECKS transactions may begin the earlier of: the transaction date, the date a SUPERCHECKS draft is deposited by the payee, or the date we receive the SUPERCHECKS draft for posting to your Account.

D. Daily Finance Charge Rate: The Daily Finance Charge Rate will either be a fixed rate or variable rate. Please refer to separate correspondence from the Bank provided at the time your Account is opened or at a later date to determine your Daily Finance Charge Rate. The Daily Finance Charge Rate for Cash Advances, Purchases, and Other balances may differ. The Daily Finance Charge Rate is calculated by dividing the applicable interest rate by 365.

If your Account is subject to a variable rate, that rate will be determined for each monthly billing cycle by taking the highest Wells Fargo Prime Rate in effect during the Determination Date Range (see below) and adding an additional amount ("Spread"). The Determination Date Range for changing your variable interest rate will be the 30 calendar days previous to each of your Statement Closing Dates, so the Daily Finance Charge Rate shown on your statement may or may not change in the month immediately following a change in the Wells Fargo Prime Rate. Any changes in your Daily Finance Charge Rate will apply to both current and future balances on the Account and the Daily Finance Charge Rate will continue to vary even if the Account is closed.

The Bank initially determines your Spread at the time the Account is opened and may subsequently change the Spread at Bank's sole discretion. Please refer to separate correspondence from the Bank regarding your Spread.

E. Wells Fargo Prime Rate: For purposes of this calculation, the Wells Fargo Prime Rate is the rate announced by the Bank from time to time as its "Prime Rate."

F. Transaction Finance Charge: The Transaction Finance Charge is a one-time charge made each time certain types of Cash Advances are posted to the Account.

- The Transaction Finance Charge for each advance or transfer made at an ATM is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The Transaction Finance Charge for each advance obtained over-the-counter from a bank or financial institution is 3% of the amount of the advance, subject to a \$10 minimum and no maximum.
- The Transaction Finance Charge for each overdraft protection advance is based on the amount of the advance as follows:

Overdraft Advance of:	Charge amount:
up to \$50.	\$12.50
\$50.01 or more	\$20.00
- The Transaction Finance Charge for each advance transacted at a casino, other wager or lottery ticket purchase, or advance

via wire transfer is 4% of the amount of each such transaction or purchase subject to a \$10 minimum and no maximum.

- There is NO TRANSACTION FINANCE CHARGE for using SUPERCHECKS drafts to advance funds.
- There is NO TRANSACTION FINANCE CHARGE for using telephone transfer, Wells Fargo Online® Banking services to advance funds to your Checking Account, or fund Bill Pay transactions.

OTHER CHARGES. The total of Other Charges that may be charged to the Account is the sum of:

Fees That May Be Assessed Annually: Bank may assess an Annual Fee for the first year and each year thereafter for each Account. Alternatively, Bank may assess an Inactivity Fee for each year that the Account activity remains below the threshold established by Bank. Please refer to separate correspondence for thresholds and pricing details.

If Customer elects to participate in the Business Line Rewards program or other loyalty/rewards programs, Bank may assess an enrollment/maintenance fee billed annually. Please refer to separate correspondence for pricing details.

Bank may assess an Annual Fee or Inactivity Account Fee on each closed Account for each year a balance is maintained in the Account.

Annual and Inactivity Account Fees will not be refunded in whole or in part after assessment even if the Account is subsequently suspended, closed, or terminated for any reason.

Late Charge: If Bank does not receive at least the Total Amount Due by the Current Payment Due Date shown on your periodic statement; Bank may assess a Late Charge of \$39. However, if the New Balance shown on your previous statement is less than \$100, the Late Charge will be \$25 and, if Account has been delinquent two or more times in the past 12 billing cycles, Bank may assess a Late Charge of \$50. Bank may, but is not required to, contact Customers to inform them of other Late Charge amounts in cases of default.

Overlimit Fee: If your Account balance exceeds your Credit Limit, Bank may assess an Overlimit Fee that is 1.5% of the overlimit amount, subject to a \$39 minimum and a \$75 maximum, any time your balance exceeds your Credit Limit. An Overlimit Fee may be assessed each billing cycle in which the balance on the Account exceeds the Credit Limit.

Returned Payment Fee: If payment on the Account is made with a check or other item that is not honored for any reason, Bank may assess a \$29 fee. If a payment is returned unpaid by the bank or other payor upon which it was drawn, Bank may assess a \$29 fee even if the payment is reprocessed and subsequently paid. If Customer pays more than one Account with a returned or dishonored item, a \$29 fee may be assessed to each affected Account. The bank on which the check or returned or dishonored item was drawn may impose a separate fee for the dishonored item.

Returned SUPERCHECKS Fee: If Bank receives a SUPERCHECKS draft for payment to a third party, and the Account has insufficient funds to cover the amount of the draft, or if the Account is otherwise not in good standing, the draft may be returned unpaid, Bank may also assess a \$29 fee.

Stop Payment Fee: If Customer requests that Bank place a "Stop Payment" on a SUPERCHECKS draft, the Bank may assess a charge of \$29 for each Stop Payment request.

Research Fee: Certain Bank services incurred in connection with the Account are subject to additional fees. If Customer requests that Bank research the Account, for example, to update Customer's business records, \$5 may be assessed for each sales slip copy Bank provides, \$3 may be assessed for each monthly Account statement Bank provides and \$20 per hour may be assessed for other Bank research services. The hourly charge will apply as follows:

1-15 Minutes	\$5
16-30 Minutes	\$10
31-45 Minutes	\$15
46-60 Minutes	\$20

These fees will not be charged if Customer makes a good faith inquiry about a suspected error on a periodic statement for an Account.

Foreign Currency Conversion Fee: If Customer originates a transaction in a foreign currency, Bank may assess a 3% Currency Conversion Fee on the converted U.S. dollar amount of the transaction. Mastercard International will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Current their regulations and procedures provide that the currency conversion rate is either: (1) a wholesale rate, determined by the processor of the transaction, which rate may vary from the rate MasterCard International itself receives; or (2) a government-

mandated rate for the applicable currency as determined under applicable MasterCard International regulations and procedures. This rate may differ from the rate in effect when the transaction occurred or when it was posted to your Account. Your periodic statement will display additional details with most foreign currency transactions including: name of the foreign currency; units of the foreign currency; exchange rate; and the U.S. dollar amount of the Currency Conversion Fee.

Fee Waivers: Bank may waive any of the fees in this Agreement at Bank's discretion; however, Bank reserves the right to begin charging any fee that was previously waived without providing prior notice to you.

DEFAULT: The following constitute defaults under this Agreement:

- (1) a payment is not made when it is due;
- (2) the terms of this Agreement are breached in any way;
- (3) Customer or any guarantor of Customer's Account defaults under the terms of any other obligation to Bank;
- (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's Account;
- (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or volume of Customer's business;
- (6) Customer becomes insolvent or is dissolved, or Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired;
- (7) payments to the Account are returned or reversed for any reason;
- (8) Customer fails to submit required information the Bank deems necessary;
- (9) Customer's Account balance exceeds the Credit Limit; or
- (10) Bank observes excessive or suspicious Account usage or suspects an Account is involved in kiting.

Customer will be charged the applicable Finance Charge Rate after any default under this Agreement.

BANKER'S LIEN AND RIGHT OF SET-OFF. Bank has a general lien under South Dakota law on any of Customer's personal property in Bank's possession. In the event Customer does not make payment on the Account as agreed, Bank may exercise its right of set-off against any obligation Bank owes to Customer, including a set-off to the extent permitted by law against any deposit account(s) Customer has with Bank.

REMEDIES. In the event of any Default or failure to meet any condition under the preceding paragraphs, or upon termination of an Account, Bank may, at its option and without prior notification:

- (1) close any or all Accounts to all use, including other types of accounts that the owner or guarantor is responsible for or signer on;
- (2) accelerate payment of the full balance on any or all Accounts and thereby require immediate payment of the full balance of such Accounts including, without limitation, any Finance Charge and Other Charges;
- (3) fix monthly Account payments at a higher amount;
- (4) immediately terminate any promotional rates and/or raise the interest rate on existing and new balances;
- (5) fix the Late Charge at a higher amount; and/or
- (6) terminate enrollment in any Rewards program and/or forfeit any accumulated points or cash-back balance earned but not yet redeemed.

ARBITRATION PROGRAM.

(a) Binding Arbitration: The parties hereto agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, or any other agreement, document or instrument to which this Arbitration Program is attached or in which it appears or is referenced, or any related agreements, documents or instruments or any renewal, extension, modification or refinancing of any indebtedness or obligation relating to the foregoing, including without limitation, their negotiation, execution,

collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default, or termination. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

(b) Governing Rules: Any arbitration proceeding will: (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large complex commercial disputes to be referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of South Dakota. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding. Nothing contained herein shall be deemed to be a waiver by any party that is a lender of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

(c) No Waiver of Provisional Remedies, Self-Help and Foreclosure: The arbitration requirement does not limit the right of any party to: (i) foreclose against any real or personal property collateral; (ii) exercising self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in section (i), (ii), and (iii) of this paragraph.

(d) Arbitrator Qualifications and Powers: Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator must be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(e) Discovery: In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

(f) Class Proceedings and Consolidations: No party shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties to this Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(g) Miscellaneous: To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of

the obligations that are the subject of this agreement and the termination, amendment or expiration of any of the documents or any relationship between the parties.

LIMITATION ON LAWSUITS. Customer agrees that any lawsuit based upon any cause of action which Customer may have against Bank must be filed within one year from the date that the cause of action arises or Customer will be barred from filing the lawsuit. This limitation is intended to include tort, contract, and all other causes of action for which Customer and Bank may lawfully contract to set limitations for bringing suit.

TRANSFERS. Customer authorizes Bank to make transfers, up to the lower of the available Credit Limit or Cash Credit Limit, if applicable, between the Account and other accounts specified in writing, upon Bank's receipt of instructions from any of Customer's owners or principals or any other person believed by Bank in good faith to have been authorized by Customer. Bank will have no liability for any transfer made upon the written or verbal request of Customer or any person believed by Bank in good faith to have been authorized by Customer to submit the request. Customer will indemnify and hold Bank harmless from and against any damages, liabilities, costs or expenses (including attorney's fees) arising out of any claim by Customer or any third party, against Bank in connection with Bank's performance of transfers as described above.

CREDIT REPORTS AND RE-EVALUATION OF CREDIT. Customer authorizes Bank to obtain business and personal credit bureau reports in the name of the Customer, its owners, and each guarantor of Customer's obligations under this Agreement (each a "Guarantor") at any time. Customer agrees to submit to Bank current financial information in its name (if a sole proprietor) and in the name of the Customer and to submit or cause each Guarantor to submit to Bank current financial information in the name of the Guarantor at any time upon request by Bank. Credit bureau reports and such other information shall be used for the purpose of evaluating or re-evaluating Customer's, its owners and Guarantor(s)' creditworthiness and whether to continue to extend credit and if so, in what amount. Customer also authorizes Bank to use such information and to share it with its affiliates in order to determine whether the Customer is qualified for other products and services offered by Bank and its affiliates. Upon determination that Customer's, its owners' or Guarantor(s)' creditworthiness has changed adversely or does not satisfy Bank's current credit standards, Bank may close or lower the Credit Limit on any or all Accounts. Bank may report its credit experience with Customer, its owners' and Guarantor(s)' and Customer's Account(s) to third parties. Customer agrees that Bank may release information about Customer, its owners', the Guarantor(s)' and/or Customer's Account to Bank affiliates.

Important Notice About Credit Reporting. Bank may report information about your Account(s) to credit bureaus and/or consumer reporting agencies in the name of your business organization and in the name of any Guarantor(s). Late payments, missed payments or other defaults on your Account(s) may be reflected in your and Guarantor(s) credit report(s) and/or consumer report(s).

ECOA INFORMATION. If any application for additional business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the Business Direct Loan Center, PO Box 2948 Phoenix, AZ 85038, or call (800) 231-9244, within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

ECOA Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income is derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning Wells Fargo Bank N.A. is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington, DC 20006.

RIGHT TO TERMINATE AN ACCOUNT. In addition to any other remedies provided in the Agreement, Bank may terminate any or all of Customer's Accounts at any time, or reduce the amount of Customer's Credit Limit, on any or all of its Accounts, without notice, subject to applicable law, even though a Default on any Account may not have occurred. If Bank terminates an Account, Customer agrees to destroy any BusinessLine Card(s) and SUPERCHECKS drafts issued on that Account. Customer agrees that it will continue to be responsible for full payment of the balance on the closed Account(s) and all charges to the Account(s), including, without limitation: SUPERCHECKS advances, Purchases and Cash Advances that post after termination of the Account and any Finance Charge and Other Charges. Any principal/owner of Customer or any other person authorized by Customer may cancel the Account at any time upon written notification to the Bank.

CHANGE IN TERMS OF AN ACCOUNT. Bank may unilaterally change any of the terms of any of Customer's Accounts at Bank's sole discretion at any time. Bank will provide Customer with such notice as is required by law, by mailing such notice to Customer at the latest postal address shown in Bank's records. If Customer has elected to receive statements electronically, notices may be delivered to Customer electronically in the same manner that periodic billing statements are delivered and Bank will have met the notice requirement by sending Customer an email or other electronic message to the email or electronic address on file that either contains the notice or directs Customer to an Internet accessible location where the notice may be

viewed. Customer is responsible for maintaining a valid email or other electronic address as applicable, and is responsible for updating this address if it changes. Bank at all times reserves the right to deliver any statement notice, or other communication to Customer in writing at the latest postal address shown in Bank's records. Subject to applicable law and provided Bank does not notify Customer otherwise, any changes will apply to the current balance of its Accounts as well as to future balances.

LIABILITY FOR UNAUTHORIZED USE. Bank will not hold Customer liable for the unauthorized use of Account subject to the following:

- (1) Customer must notify Bank immediately if Customer suspects or knows that a BusinessLine Card(s) or SUPERCHECKS drafts are lost or stolen, or in the possession of an unauthorized person, by calling 1-800-225-5935.
- (2) Use of a BusinessLine Card(s) or SUPERCHECKS drafts by a person authorized by Customer to use the Account at any time, even if that person is no longer associated with or employed by Customer, does not constitute unauthorized use, subject to applicable law.

BILLING ERRORS. Customer agrees to notify Bank of any billing errors regarding a merchant transaction posted to the Account within 30 days after delivery of the statement reflecting the error. If Bank is unable to resolve the error with the responsible merchant, Customer agrees to pay Bank the amount in question and further pursuit of the issue with the merchant will become Customer's responsibility.

LAWS GOVERNING THIS AGREEMENT. The laws of the state of South Dakota shall govern this Agreement. If any part of this Agreement cannot be enforced, this fact will not affect the rest of this Agreement. Bank may delay or forego enforcing any of its rights or remedies under this Agreement without losing them. Notwithstanding anything to the contrary, this Agreement shall not require or permit the payment, taking, reserving, receiving, collection or charging of any sums constituting interest that exceed any maximum amount of interest permitted by applicable law. Any such excess interest shall be credited against the then unpaid principal balance or refunded to Customer. Without limiting the foregoing, all calculations to determine whether interest exceeds the maximum amount shall be made by amortizing, pro-rating, allocating and spreading such sums over the full term of the loan, including all prior and subsequent renewals and extensions. Chapter 346 of the Texas Finance Code (which regulates certain revolving credit accounts) shall not apply to any revolving loan accounts existing under this Agreement.

TELEPHONE MONITORING AND CONTACTING YOU. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts that may be owed, that Bank may from time to time make calls and send text messages to you, using prerecorded, artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including mobile telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

TELEPHONE SERVICE. You may contact us toll free at 1-800-225-5935. If you need to contact us from outside the United States you can call the same toll free telephone number using the respective country code. Visit www.wellsfargo.com/intl for more details.

TTY/TDD SERVICE. For TTY/TDD service, contact a telephone relay service provider.

PAYMENT ADDRESS. Wells Fargo Business Payment Processing, PO Box 54349, Los Angeles, CA 90054.

INQUIRY & CORRESPONDENCE ADDRESS. Wells Fargo Business Correspondence, PO Box 348750, Sacramento, CA 95834.

CHANGES OF ADDRESS, TELEPHONE NUMBER, OR NAME. Customer agrees to immediately notify Bank in writing of any change of business or mailing address, telephone number, or business name.

Exhibit D



For 24-Hour Customer Service Call: 1-800-225-5936

BUSINESSLINE®



Prepared For	D BRUCE WOLFF
Account Number	17881
Statement Closing Date	06/04/12
Credit Line	\$70,000
Available Credit	\$3,139

Send Inquiries To:
WF BUSINESS DIRECT P.O. BOX 340780 SACRAMENTO, CA 95834
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 5420 CAROL STREAM, IL 60197-0420

Account Summary	
Previous Balance	\$74,763.38
+ Credits	\$0.00
- Payments	\$223.00
+ Purchases & Other Charges	\$160.00
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$230.64
= New Balance	\$74,860.92

Payment Information	
New Balance	\$74,860.92
Current Payment Due	\$331.00
Current Payment Due Date	05/20/12

For your records:

Amount Paid:

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-225-5936 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	3.750%	.01027%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	3.750%	.01027%	\$74,827.83	\$230.64	\$0.00	\$230.64
TOTAL				\$230.64	\$0.00	\$230.64

Days in Billing Cycle 30

Important Information

\$0 - \$331.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND
CREDITED AS YOUR AUTOMATIC PAYMENT ON 05/29/12. THE
AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS
POSTED ON OR BEFORE THIS DATE.

BEGINNING WITH YOUR JUNE 2012 STATEMENT, A NEW INTEREST RATE WILL APPLY.
PLEASE REFER TO THE LETTER MAILED IN APRIL OR THE ENCLOSURE FOR THE CHANGES TO YOUR BUSINESSLINE ACCOUNT.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
04/30	04/30	F182100G000CHGDDA	AUTOMATIC PAYMENT - THANK YOU	223.00	
05/01	05/01	F182100GA000N2000	ANNUAL FEE FOR 05/12 THROUGH 04/13		100.00
		PERIODIC *FINANCE CHARGE*	PURCHASES \$0.00 CASH ADVANCE \$230.64		230.64

Go green when you go paperless!

Switch to Online Statements and access up to 2 years of statement history online, reduce the risk of mail fraud, and receive email notifications when your statement is ready. Plus, you'll help the environment at the same time. To switch to Online Statements, visit www.wellsfargo.com/turnoffpaper and select the "Online Only" delivery option.

See reverse side for Important Information.

3596 YTD 1 7 3 120604 0 PAGE 1 of 1 10 1821 4000 9A01 01D05606

Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

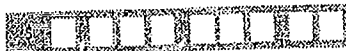
Make checks payable to: Wells Fargo

Account Number	
New Balance	\$74,860.92
Current Payment Due	\$331.00
Current Payment Due Date	05/20/12

Print address or
phone changes:

Work ()

Amount
Enclosed:



PAYMENT REMITTANCE CENTER YTD
PO BOX 5420 0
CAROL STREAM IL 60197-0420

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 8287
COLUMBIA SC 29208-8287

IF YOUR CARD IS EVER LOST OR STOLEN

Please notify us immediately by calling: 1 (800) 225-5935, 24 hours a day, 7 days a week.

QUESTIONS ABOUT YOUR STATEMENT

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question.

This address is for inquiries only. For payments use the address on the payment coupon at the bottom of the statement.

Mall to:

Wells Fargo
Business Direct Operations
Attn: Customer Service
P.O. Box 348750
Sacramento, CA 95834

FOR ALL YOUR PERSONAL OR BUSINESS FINANCIAL SERVICE NEEDS
VISIT US AT WWW.WELLSFARGO.COM

PAYMENT INSTRUCTIONS

Please detach and mail this section with your check to the PAYMENT REMITTANCE CENTER address on the reverse side of this payment coupon. One or more accounts may be paid with one check provided Wells Fargo Bank receives the following: a completed payment coupon from each statement; or a document indicating the portion of the payment to be credited to each account number; and a check equal to the minimum payment due of all accounts, or payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we have included an envelope and a billing coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business days.

Exhibit E



For 24-Hour Customer Service Call: 1-800-225-6035

BUSINESSLINE®



Prepared For	D BRUCE WOLFF
Account Number	
Statement Closing Date	06/05/12
Credit Line	\$78,000
Available Credit	\$3,059

Send Inquiries To:
WF BUSINESS DIRECT P.O. BOX 348760 SACRAMENTO, CA 95834
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 0426 CAROL STREAM, IL 60197-0426

Account Summary	
Previous Balance	\$74,860.02
- Credits	\$0.00
+ Payments	\$331.00
+ Purchases & Other Charges	\$0.00
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$410.34
= New Balance	\$74,849.26

Payment Information	
New Balance	\$74,849.26
Current Payment Due	\$411.00
Current Payment Due Date	07/02/12

For your records:

Amount Paid:	\$
Check Number:	
Date Paid:	

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL:
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAY OFF AMOUNT. PLEASE CALL 800-225-6035 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

Type of Balance	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	6.250%	.01712%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	6.250%	.01712%	\$74,801.06	\$410.34	\$0.00	\$410.34
TOTAL				\$410.34	\$0.00	\$410.34

Days in Billing Cycle 32

Important Information

\$0 - \$411.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 07/02/12. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
05/29	05/29	F182100H000CHQDDA	AUTOMATIC PAYMENT - THANK YOU	331.00	
		PERIODIC FINANCE CHARGE*	PURCHASES \$0.00 CASH ADVANCE \$410.34		410.34

Go green when you go paperless!

Switch to Online Statements and access up to 2 years of statement history online, reduce the risk of mail fraud, and receive email notifications when your statement is ready. Plus, you'll help the environment at the same time. To switch to Online Statements, visit www.wellsfargo.com/turnoffpaper and select the "Online Only" delivery option.

See reverse side for Important Information.

US96 YTG 1 7 3 120605 6 PAGE 1 of 1 10 1621 4000 BENC 01DQ5556

Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

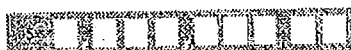
Make checks payable to: Wells Fargo

Account Number	
New Balance	\$74,849.26
Current Payment Due Date	07/02/12

Print address or phone changes:

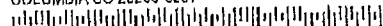
Work ()

Amount Enclosed:



PAYMENT REMITTANCE CENTER YTG
PO BOX 0426
CAROL STREAM IL 60197-0426

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 4207
COLUMBIA SC 29260-6207



IF YOUR CARD IS EVER LOST OR STOLEN.
Please notify us immediately by calling: 1 (800) 225-5935,
24 hours a day, 7 days a week.

QUESTIONS ABOUT YOUR STATEMENT.
If you have a question about your statement, please write to us
within 30 days after the statement was mailed to you. Please
use a separate letter and include your account number and the
date of the statement in question.

This address is for inquiries only. For payments use the address
on the payment coupon at the bottom of the statement.

Mail to:
Wells Fargo
Business Direct Operations
Attn: Customer Service
P.O. Box 348750
Sacramento, CA 95834

FOR ALL YOUR PERSONAL OR BUSINESS FINANCIAL SERVICE NEEDS
VISIT US AT WWW.WELLSFARGO.COM

PAYMENT INSTRUCTIONS

Please detach and mail this section with your check to the PAYMENT REMITTANCE CENTER address on the reverse side of this
payment coupon. One or more accounts may be paid with one check provided Wells Fargo Bank receives the following: a completed
payment coupon from each statement; or a document indicating the portion of the payment to be credited to each account number; and
a check equal to the minimum payment due of all accounts, or payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we
have included an envelope and a billing coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days
will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business
days.

Exhibit F



For 24-Hour Customer Service Call: 1-800-225-6836

BUSINESSLINE®



Prepared For: D BRUCE WOLFF
 Account Number: _____
 Statement Closing Date: 09/04/13
 Credit Line: \$79,000
 Available Credit: \$0

Send Inquiries To:
 WF BUSINESS DIRECT PO BOX 348780 SACRAMENTO, CA 95834
 Send Payments To:
 PAYMENT REMITTANCE CENTER PO BOX 0420 CAROL STREAM, IL 60197-0420

Account Summary	
Previous Balance	\$74,659.01
+ Credits	\$0.00
- Payments	\$422.00
+ Purchases & Other Charges	\$0.00
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$383.46
= New Balance	\$74,519.46

Payment Information	
New Balance	\$74,519.46
Current Payment Due	\$384.00
Current Payment Due Date	09/30/13

For your records:

Amount Paid:

\$ _____

Check Number:

Date Paid:

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL:
 THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAYOFF AMOUNT, PLEASE CALL 800-225-6836 FOR PAYOFF INFORMATION.
 YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
Type of Balance						
PURCHASES	6.250%	.01712%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	6.250%	.01712%	\$74,659.95	\$383.46	\$0.00	\$383.46
TOTAL				\$383.46	\$0.00	\$383.46

Days in Billing Cycle: 30

Important Information

\$0 - \$384.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND
 CREDITED AS YOUR AUTOMATIC PAYMENT ON 09/30/13. THE
 AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS
 POSTED ON OR BEFORE THIS DATE.

BEGINNING WITH YOUR OCTOBER 2013 STATEMENT, A NEW INTEREST RATE WILL APPLY. PLEASE REFER TO THE LETTER MAILED IN JULY
 OR THE ENCLOSURE FOR THE CHANGES TO YOUR BUSINESSLINE ACCOUNT.

This Account is closed to future transactions.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/30	09/30	F1021007J00CH3DDA	AUTOMATIC PAYMENT - THANK YOU	422.00	
		PERIODIC FINANCE CHARGE	PURCHASES \$0.00 CASH ADVANCE \$383.46		083.46

See reverse side for Important Information.

8596 YTG 1 7 3 130904 0 E PAGE 1 of 1 10 1021 4000 BLNC 01025636

Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

Make checks payable to: Wells Fargo

Account Number: _____
 New Balance: \$74,519.46
 Total Amount Due: \$74,519.46
 Current Payment Due: \$384.00

Print address or
 phone changes:

Work () _____

Amount
 Enclosed:



PAYMENT REMITTANCE CENTER YTG
 PO BOX 6426 9
 CAROL STREAM IL 60197-6420

D BRUCE WOLFF
 D BRUCE WOLFF
 PO BOX 6287
 COLUMBIA SC 29200-0287

ELECTRONICALLY FILED - 2018 Apr 12 3:07 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4003865

IF YOUR CARD IS EVER LOST OR STOLEN

Please notify us immediately by calling: 1 (800) 225-5935,
24 hours a day, 7 days a week.

QUESTIONS ABOUT YOUR STATEMENT

If you have a question about your statement, please write to us
within 30 days after the statement was mailed to you. Please
use a separate letter and include your account number and the
date of the statement in question.

This address is for inquiries only. For payments use the address
on the payment coupon at the bottom of the statement.

Mail to:

Wells Fargo
Business Direct Operations
Attn: Customer Service
P.O. Box 348750
Sacramento, CA 95834

FOR ALL YOUR PERSONAL OR BUSINESS FINANCIAL SERVICE NEEDS
VISIT US AT WWW.WELLSFARGO.COM

PAYMENT INSTRUCTIONS

Please detach and mail this section with your check to the PAYMENT REMITTANCE CENTER address on the reverse side of this
payment coupon. One or more accounts may be paid with one check provided Wells Fargo Bank receives the following: a completed
payment coupon from each statement; or a document indicating the portion of the payment to be credited to each account number; and
a check equal to the minimum payment due of all accounts, or payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we
have included an envelope and a billing coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days
will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business
days.

Exhibit G



For 24-Hour Customer Service Call: 1-800-225-6938

BUSINESSLINE®



Prepared For	D BRUCE WOLFF
Account Number	
Statement Closing Date	10/03/13
Credit Line	\$78,000
Available Credit	\$0

Send Inquiries To:
WF BUSINESS DIRECT PO BOX 346760 SACRAMENTO, CA 95834
Send Payments To:
PAYMENT REMITTANCE CENTER PO BOX 8428 CAROL STREAM, IL 60197-8428

Account Summary	
Previous Balance	\$74,819.46
- Credits	\$0.00
+ Payments	\$384.00
+ Purchases & Other Charges	\$0.00
+ Cash Advances	\$0.00
+ FINANCE CHARGE	\$430.08
= New Balance	\$74,833.54

Payment Information	
New Balance	\$74,885.54
Current Payment Due	\$431.00
Current Payment Due Date	10/20/13

For your records:

Amount Paid:

\$

Chook Number:

1

Date Paid: _____

Rate Information

IF YOU WISH TO PAYOFF YOUR BALANCE IN FULL;
THE BALANCE NOTED ON YOUR STATEMENT IS NOT THE PAYOFF AMOUNT. PLEASE CALL 800-225-5936 FOR PAYOFF INFORMATION.
YOUR RATE MAY VARY ACCORDING TO THE TERMS OF YOUR AGREEMENT

	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
Type of Balance	7.250%	.01893%	\$0.00	\$0.00	\$0.00	\$0.00
PURCHASES	7.250%	.01893%	\$74,074.04	\$430.08	\$0.00	\$430.08
CASH ADVANCES				\$430.08	\$0.00	\$430.08
TOTAL						

Days In Billing Cycle 29

Important Information

\$0 - \$431.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 10/20/13. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

This Account is closed to future transactions.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
08/30	08/30	F1621008H00CHGDDA PERIODIC FINANCE CHARGE	AUTOMATIC PAYMENT - THANK YOU PURCHASES \$0.00 CASH ADVANCE \$430.08	384.00	100.08

See reverse side for important information.

5536 YTD 1 7 1 131003 0 R PAGE 1 of 1 10 1921 4000 BR08 010Q5590

Detach and mail with check payable to Wells Fargo so that your payment is received no later than the "Payment Due" date.

Make checks payable to: Walle Fardo

Account Number:	
New Balance	\$74,565.54
Total Amount Due	\$43,100.00
Current Payment Due Date	10/28/17

Print address or
phone changes:

Work ()

Amount
Enclosed:

PAYMENT REMITTANCE CENTER YTG
PO BOX 6428 9
CAROL STREAM IL 60107-6428

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 6207
COLUMBIA SC 29260-6207

If your card is ever lost or stolen:

Please notify us immediately by calling: 1-800-225-5935, 24 hours a day, 7 days a week.

Questions about your statement:

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question.

This address is for inquiries only. For payments use the address on the payment coupon at the bottom of the statement.

Mail to:

Wells Fargo Business Direct
PO Box 348750
Sacramento, CA 95834

For all your personal or business financial service needs
Visit us at www.wellsfargo.com

Payment Instructions:

Please detach and mail this section with your check to the Payment Remittance Center address on the reverse side of this payment coupon. One or more accounts may be paid with one check provided Wells Fargo receives the following: a completed payment coupon from each statement or a document indicating the portion of the payment to be credited to each account number, and a check for at least the total minimum payment due for all accounts, up to payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we have included an envelope and a payment coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business days.

Exhibit H

Prepared For	D BRUCE WOLFF D BRUCE WOLFF
Account Number	
Statement Closing Date	01/05/16
Days In Billing Cycle	33
Next Statement Date	02/03/16
Credit Line	\$78,000
Available Credit	\$0

For 24-Hour Customer Service Call:
800-226-6935

Inquiries or Questions:
WF Business Direct PO Box 29482
Phoenix, AZ 85038-8650

Payments:
Payment Remittance Center PO Box 51174
Los Angeles, CA 90051-5474

Payment Information

New Balance	\$69,020.28
Current Payment Due	\$1,196.00
Past Due Amount	\$2,209.00
Total Amount Due	\$3,405.00
Current Payment Due Date	02/01/16

Your Past Due Amount of \$2,209.00 is due immediately.

Your Current Payment of \$1,196.00 is due 02/01/16.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-226-6935 for payoff information.

Account Summary

Previous Balance	\$69,515.34
Credits	\$0.00
Payments	\$0.00
Purchases & Other Charges	\$39.00
Cash Advances	\$0.00
Finance Charges	\$465.94
New Balance	\$69,020.28

This Account is closed to future transactions.

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.500%	.02094%	\$39.12	\$0.28	\$0.00	\$0.28
CASH ADVANCES	7.600%	.02094%	\$89,701.83	\$465.00	\$0.00	\$465.00
TOTAL				\$465.84	\$0.00	\$465.84

See reverse side for important information.

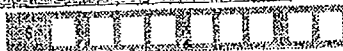
5536 YTD 1 7 3 160105 0 PD PAGE 1 of 4 1 0 1621 4620 DQ08 01005936

DETACH HERE
Detach and mail with check payable to "Wells Fargo" to arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	
New Balance	\$69,020.28
Total Amount Due	\$3,405.00
Current Payment Due	\$1,196.00

Amount
Enclosed:



Print address or
phone changes:

Work ()

PAYMENT REMITTANCE CENTER YTD
PO BOX 51174
LOS ANGELES CA 90051-5474

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 8287
COLUMBIA SC 29208-8287

If your card is ever lost or stolen:

Please notify us immediately by calling: 1-800-225-5835, 24 hours a day, 7 days a week.

Questions about your statement:

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question. Please refer to the front of the statement for our inquiry mailing address.

For all your personal or business financial service needs
Visit us at www.wellsfargo.com

Important Payment Information:

Payments made at a Wells Fargo banking location. Payments can be made at a Wells Fargo location that provides teller services. When making a payment at a Wells Fargo store you must present a separate check for each account being paid. A single check cannot be used to pay multiple accounts.

Payments by mail. Mail your check and the payment coupon to the Payment Remittance Center address printed on this statement. For fastest delivery, please use the enclosed window envelope. If using a single check to pay multiple accounts, we must receive a completed payment coupon for each account being paid or a list showing the full account number and amount to be credited to each account. If you are paying multiple accounts with a single check, the total of the check must equal the sum of the payments to be applied to each individual account, with at least the total minimum payment due for all accounts.

Payments by phone. If you are authorized to transact on the account, you may be able to initiate a payment by calling the Customer Service number listed on the front of this statement.

Payments made using Wells Fargo Online Banking or Wells Fargo Mobile. If you have access to the account via Wells Fargo Online Banking or Mobile you may be able to make a payment depending on your level of access.

Automatic Payments. You can establish automatic payments to this credit account from a Wells Fargo deposit account or any other financial institution. For enrollment information, please contact our Customer Service number listed on the front of this statement.

Timing of payments by mail or payments made at a Wells Fargo store. Payments that are received by mail or in a Wells Fargo store as of 5 p.m. on any business day will be credited as of the date of receipt. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business days.

When a payment is considered late. If your payment is received or initiated any time after the Due Date, it is considered late and your account will be subject to a late fee.

Important Information

YOUR ACCOUNT REMAINS PAST DUE. IF YOU ARE UNABLE TO PAY THE TOTAL AMOUNT DUE, PLEASE CONTACT US AT 1-866-411-7818.

TOTAL *FINANCE CHARGE* BILLED IN 2015 \$5210.37
TOTAL *FINANCE CHARGE* PAID IN 2015 \$4407.40

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
01/05	01/05		LATE CHARGE		58.00
		PERIODIC *FINANCE CHARGE*	PURCHASES \$0.28 CASH ADVANCE \$465.88		465.88

ELECTRONICALLY FILED - 2018 Apr 12 3:07 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4003865

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Exhibit I



Prepared For	D BRUCE WOLFF D BRUCE WOLFF
Account Number	7881
Statement Closing Date	11/04/15
Days in Billing Cycle	30
Next Statement Date	12/03/16
Credit Line	\$78,000
Available Credit	\$0

For 24-Hour Customer Service Call:
800-225-5935

Inquiries or Questions:
WF Business Direct PO Box 348750
Sacramento, CA 95834

Payments:
Payment Remittance Center PO Box 51174
Los Angeles, CA 90051-5474

Payment Information

New Balance	\$68,083.13
Current Payment Due	\$1,091.00
Current Payment Due Date	11/30/16

Thank you for using our Automatic Payment service. See the Important Information section below for your next scheduled payment.

If you wish to pay off your balance in full: The balance noted on your statement is not the payoff amount. Please call 800-225-5935 for payoff information.

Account Summary

Previous Balance	\$68,083.37
Credits	\$0.00
Payments	\$1,130.00
Purchases & Other Charges	\$0.00
Cash Advances	\$0.00
Finance Charges	\$409.76
New Balance	\$68,083.13

This Account is closed to future transactions.

Rate Information

Your rate may vary according to the terms of your agreement.

TYPE OF BALANCE	ANNUAL INTEREST RATE	DAILY FINANCE CHARGE RATE	AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGES	TRANSACTION FINANCE CHARGES	TOTAL FINANCE CHARGES
PURCHASES	7.250%	.01985%	\$0.00	\$0.00	\$0.00	\$0.00
CASH ADVANCES	7.250%	.01985%	\$99,775.78	\$409.76	\$0.00	\$409.76
TOTAL				\$409.76	\$0.00	\$409.76

See reverse side for Important Information.

5506 YTG 1 7 3 161104 0 3 PAGE 1 of 4 10 1021 1000 0A00 01002305

DETACH HERE
Detach and mail with check payable to "Wells Fargo" in arrive by Current Payment Due Date.

Make checks payable to: Wells Fargo

Account Number	7881
New Balance	\$68,083.13
Current Payment Due Date	11/30/16

Print address or
phone changes:

Work ()

Amount
Enclosed:



PAYMENT REMITTANCE CENTER YTG
PO BOX 51174
LOS ANGELES CA 90051-5474

D BRUCE WOLFF
D BRUCE WOLFF
PO BOX 6267
COLUMBIA MO 65201-6267

If your card is ever lost or stolen:

Please notify us immediately by calling: 1-800-225-5935, 24 hours a day, 7 days a week.

Questions about your statement:

If you have a question about your statement, please write to us within 30 days after the statement was mailed to you. Please use a separate letter and include your account number and the date of the statement in question.

This address is for inquiries only. For payments use the address on the payment coupon at the bottom of the statement.

Mail to:

Wells Fargo Business Direct
PO Box 848750
Sacramento, CA 95834

For all your personal or business financial service needs
Visit us at www.wellsfargo.com

Payment instructions:

Please detach and mail this section with your check to the Payment Remittance Center address on the reverse side of this payment coupon. One or more accounts may be paid with one check provided Wells Fargo receives the following: a completed payment coupon from each statement or a document indicating the portion of the payment to be credited to each account number, and a check for at least the total minimum payment due for all accounts, up to payment in full for all accounts.

Note: Payments that are received as of 5 p.m. on any business day will be credited as of the date of receipt. For your convenience, we have included an envelope and a payment coupon to ensure timely posting. Payments we receive after 5 p.m. or on non-business days will be credited as of the next business day. Payments made at other Wells Fargo locations may not be credited for up to five business days.

© 2013 Wells Fargo Bank, N.A. All Rights Reserved.

01DQ5596 - 4 - 06/29/13

5596 YTS 1 7 3 161104 0 B PAGE 1 of 4 1 0 1021 4000 DA06 01005596

Important Information

\$0 - \$1,091.00 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED AS YOUR AUTOMATIC PAYMENT ON 11/30/15. THE AUTOMATIC PAYMENT AMOUNT WILL BE REDUCED BY ALL PAYMENTS POSTED ON OR BEFORE THIS DATE.

THE ENCLOSED CUSTOMER AGREEMENT HAS IMPORTANT CHANGES TO SOME OF THE TERMS AND CONDITIONS ASSOCIATED WITH YOUR ACCOUNT. PLEASE KEEP THIS AGREEMENT FOR YOUR RECORDS AS IT REPLACES ALL VERSIONS THAT WERE PREVIOUSLY SENT. THANK YOU FOR CHOOSING WELLS FARGO.

Effective immediately, the address you've been sending your payment to has changed. Please send all future payments to:
Payment Remittance Center
PO Box 51174
Los Angeles, CA 90051-5474
In order to ensure on time payments, you must use this address for all future payments.

Transaction Details

Trans	Post	Reference Number	Description	Credits	Charges
10/30	10/30	F1821009F00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	1,130.00	
		PERIODIC *FINANCE CHARGE*	PURCHASES \$0.00 CASH ADVANCE \$409.76		409.76

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.

Plaintiff,

-vs-

D. Bruce Wolff

Defendant

IN THE COURT OF COMMON PLEAS

CASE NO. 2017-CP-40-03865

NOTICE OF HEARING

A hearing will occur in the above matter on August 6, 2018 at 9:30 a.m., at the Richland County Judicial Center located at 1701 Main Street, Courtroom 2C, Columbia, South Carolina, 29201 before The Honorable Perry H. Gravely.

s/Theodore von Keller

B. LINDSAY CRAWFORD, III

THEODORE VON KELLER, S.C. Bar No. 5718

SARA C. HUTCHINS

B. LINDSAY CRAWFORD, IV

P.O. Box 4216

Columbia, SC 29240

(803) 790-2626

Columbia, South Carolina
July 11, 2018

ELECTRONICALLY FILED - 2018 Jul 11 3:05 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4003865

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Wells Fargo Bank, N.A.

Plaintiff,

-vs-

D. Bruce Wolff

Defendant

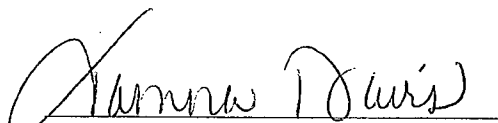
IN THE COURT OF COMMON PLEAS

CASE NO. 2017-CP-40-03865

CERTIFICATE OF SERVICE

I, the undersigned, Tamra Davis, an employee of Crawford & von Keller, LLC, attorneys for the Plaintiff do hereby certify that I served a copy of the Notice of Hearing, to the below-listed Defendant by personally depositing a copy of same in a United States Postal Service mailbox, postage pre-paid, addressed as follows:

D. Bruce Wolff
2433 Haywood Street
Columbia, SC 29205


Tamra Davis

Columbia, South Carolina
July 11, 2018

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND)

5TH JUDICIAL CIRCUIT

Wells Fargo Bank, N. A.,)

C/A No.: 2017-CP-40-03865

Plaintiff,)

vs.)

Affidavit of

D. Bruce Wolff,)

D. BRUCE WOLFF

Defendant.)

2018 AUG -8 AM 11 32
JEANNETTE W. MCBRIDE
C.C.P. & G.S.
RICHLAND COUNTY
FILED

Personally appeared before me, D. Bruce Wolff, who, being duly sworn, states as follows:

1. My name is David Bruce Wolff and I am the Pro Se Defendant for the above Civil Action.
2. In response to the 23 Items of the Supplemental Affidavit of Eric Mendoza dated April 10, 2018,
I contest the following numbers and state the following facts as a valid legal defense to Plaintiff's Claim showing that there is a genuine issue as to material facts for a trial.

Item 3.

I contest because Plaintiff has failed to produce a signed copy of the executed agreement dated April 14, 1999. It appears to have been prepared, but I am unable to find an executed copy at this time.

Item 8 and 9

I contest because Wells Fargo never provided all of the terms and I dispute the validity and terms of the Authorization Form and I consider it to be null and void. The terms are unconscionable and so outrageous, it should be shocking to the court.

Item 11 and 12

I contest because I did not utilize the line of credit to make any purchases after November 29, 2010. I did not agree to accept any terms or conditions that suggest I authorized Wells Fargo to change the interest rate spread at the Bank's sole discretion nor did I agree to any changes at any time at the sole discretion of a financial business regulated by the Office of the Controller of the Currency. The first paragraph of the BusinessLine Customer Agreement Effective April, 2010 clearly

states that "Use of the Account SUPERCHECKS drafts or a BusinessLine Mastercard card (BusinessLine Card) or a request for a transfer from the Account by anyone authorized by the Customer, shall be evidence the Customers acceptance of the terms and conditions of this Agreement.....

The first paragraph of the BusinessLine Customer Agreement Effective April 1, 2010 is very clear and is the same information I received from Steve Milani's letters and from the telephone call center. (see below)

Item 13 and 14

I contest, because I never agreed to the new terms.

Item 15

I contest, because I did not utilize the line of credit to make any purchases after November 29, 2010 and I did not agree to any new terms that changed the interest rate, the APR, or the Spread.

Item 16 thru 18

I contest, because I did not utilize the line of credit to make any purchases after November 29, 2010 and I did not agree to any new terms that changed the interest rate, the APR, or the Spread.

Item 19

I contest because that was not the index that I agreed to.

Item 20

I contest because I did not agree to anything beyond Wall Street Journal published rate plus .50

Item 23

I contest the amount in Item 23

ADDITIONAL FACTS

The \$78,000.00 proceeds were immediately used to pay off two separate notes from Wachovia—see Exhibit A pages ___ and check copy #104 dated April 15, 1999 in the amount \$78,079.13 that includes remaining interest and see General Ledger Credits for payment in full of a \$30,000 note from August 21, 1997 and a \$46,900 note from October 24, 1997.

The above three loans had securities hypothetically pledged as collateral in three separate certificates totaling 17,430.000 shares of Alliance Bernstein Disc Growth Class A (ticker CHCLX) 5430 share certificate #KC0015481 - 6000 share certificate #KC0023631 and 6000 share certificate #KC0024352 dated These three certificates were to remain as collateral for the current note.

Wells Fargo lost over 1/8 of one million dollars (\$125,000) in the above pledged certificates and failed to acknowledge it or make any entry. There is over 60 hours of time involved recovering these assets as well as costs that I intend to collect from Wells Fargo. The current market value of these 17,430 shares had they not been sold is \$217,352.10—See letter to J Holt Chetwood dated February 21, 2013 and see email chain of search for lost certificates in Exhibit A.

Below is the Explanation of Letters in Exhibit A from Steve Milani constructively concealing what would later happened to the interest Rate, APR and changes in the Spread

In May 2010 I received a letter from Steve Milani, Vice President, Business Direct Line of Credit informing me I would see important changes to the Wachovia Business Line of Credit ending in 4266 beginning in June. The letter referred to the reverse side plus an Addendum that did not exist. (see Exhibit A) **There is no language that relates to interest Rate change from prime + .50, APR, or interest rate Spread.**

I received a letter dated August 30, 2010 from Steve Milani with new title of Vice President Product Management Manager-Business Direct Lines of Credit with an apology that the bank inadvertently applied a late fee of \$11.88. (exhibit A)

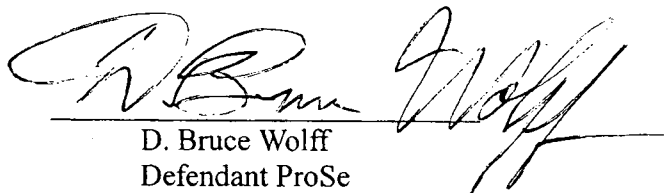
I received a Letter dated September 29, 2010 from Steve Milani (see exhibit A page ___) telling me I am being converted to a Wells Fargo Business Line of Credit during the weekend October 9, 2010 and that my account number will not change. However, on the second page it clearly says-- **Unless noted the original loan agreement will still apply, but use of any checks or transfer shall be evidence of Acceptance of some sort of Addendum terms and conditions of something that is not listed with this letter or the previous letter. There is no mention of interest rate , APR, or changes in interest rate spread.**

I called the 800-number listed on the letter and asked to speak with Steve Milani. He was not available. I was told that the account would be converted automatically, but that I must sign the authorization form immediately and return by December 1, 2010 or the account would be terminated or that the payments would increase drastically or that there would be a demand payment. I became very concerned about drastic changes because I worked so hard to negotiate the prime + .50 interest rate and that all financial conditions are subject to change, but I was assured that unless I made any advances or used any new unwanted checks or credit card that the original agreement would apply as stated in the letter from Steve Milani dated September 29, 2010. I asked if I could get a more secure agreement and if there was anyone in Columbia, South Carolina that I could speak with who had the authority to sign any new agreement and I wanted to know where the Collateral was being housed because of the sentence that referred to an unsecured credit source. I was told that was not possible and that I needed to fax that two-page form as soon as possible and wait for final approval and additional documents because there were no additional documents included with this highlighted form with a reservation. I signed the authorization form expecting a more formal agreement to arrive later. There is no mention of interest rate , APR, or changes in interest rate spread. (see Exhibit A)

Next letter from Steve Milani is April 19, 2011 welcoming me to a new account with a new account number and talking about providing unwanted checks and an unwanted Mastercard. There is no mention of interest rate , APR, or changes in interest rate spread. (see Exhibit A)

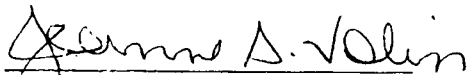
Next letter from Steve Milani is April 26, 2011 sending new checks and telling me he is even having a full book of checks printed for me then in the third paragraph he suggests ways I can use the checks and Mastercard for spending. Then on the second page---hints at a —“A RATE PROTECTOR CAP “ TO AVOID RISING INTEREST RATES” (see exhibit A)

FURTHER AFFIANT SAYETH NAUGHT.



D. Bruce Wolff
Defendant ProSe
2433 Heyward Street
Columbia, South Carolina 29205
(803) 609-2434

Sworn and subscribed before me
This 2nd day of August, 2018

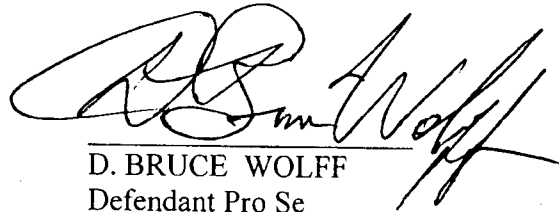


Notary Public for the State of South Carolina
My Commission Expires: My Commission Expires April 6, 2028

Columbia, South Carolina

August 2, 2018

9:09AM
TAMRA DAVIS
paralegal for
THEODORE VON KELLER



D. BRUCE WOLFF
Defendant Pro Se
2433 Heyward Street
Columbia, South Carolina 29205
(803) 609-2434

CERTIFICATE OF SERVICE

I, hereby certify that a true and correct copy of the foregoing was hand delivered on
the 2nd day of August 2018, to the Attorney whose address is listed below.

Theodore von Keller
CRAWFORD & VON KELLER, LLC
1640 St Julian Pl
COLUMBIA, SOUTH CAROLINA 29204

Telephone: 803-790-2626
ATTORNEYS FOR PLAINTIFF

RICHLAND COUNTY
FILED
2018 AUG -2 AM 11:02
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

EXHIBIT A

34 PAGES

D. BRUCE WOLFF

2433 Heyward Street ■ Columbia, South Carolina 29205 ■ 803.609.2434

February 21, 2013

J. Holt Chetwood
President
Midlands Market
Wells Fargo Bank, N.A.
1441 Main Street- 16th Floor
Columbia, South Carolina 29201

Dear Mr. Chetwood:

Will you please consider helping me resolve a few of my customer account issues with Wells Fargo Bank? I am easy to work with, I am not angry and I am open to suggestions.

My attempts with a Branch Manager, other team members from the Columbia Market, Toll Free Customer Support Representatives and the Resolution Team (indirectly) have all failed.

My issues include lost collateral (mutual fund stock certificates worth about 1/8 Million Dollars) and interest overcharges for two Lines of Credit.

I have been a loyal customer working with many of your colleagues beginning in the 1980's with South Carolina Federal and I have been a good source for interest and many origination fees over the years. I have fulfilled all my financial obligations and will continue to do so.

I am seeking the following resolutions:

1. Reimbursement of \$1812.00 for a Surety Bond purchase to replace lost certificates for redemption and an acknowledgement of the loan being unsecured. (There were 17,430 shares that were hypothetically pledged in certificate form as collateral on April 14, 1999 for a Credit Line with Wachovia - orig. Account # 320 674 450. Wells Fargo Bank, NA performed an exhaustive search beginning November 15, 2012, but was unable to deliver before the end of the year) (see letter, affidavit, and copy of check)
2. Credit for all interest overages and a reasonable penalty to be credited to the following loans:
 - a. Agreement is WSJ prime plus 0.500% on account # 320 674 450. Wells Fargo is currently using an acct# ending in 7881 that has some credit card with the incorrect interest rate and there is a current hold on the account that I want removed. (see agreement)

February 21, 2013

- b. Credit line from Wachovia dated 12/23/1997 (original account number 323755561) is for WSJ prime + 1.0%. Wells Fargo is currently using an account ending in 5008. It did end in 8880 and the interest rate mysteriously jumped from 4.25% in May 2010 to 8.0% in June 2010. (see agreement)
3. I want to make sure the original agreement for interest only at WSJ prime (P+0) remains on a Prime Equity Line originally from First Union (\$154K balance) that is due and payable in 2018.

Please let me know what you recommend to resolve this; the best way to reach me is on my mobile phone at 803-609-2434.

I hope you will be able to wave a magic wand and make all this happen painlessly for me. I sure will appreciate it.

I look forward to hearing from you.

Sincerely,

D. Bruce Wolff

Enclosures (18)

Cut on dotted line.

Instructions

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2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Online Label Record (Label 1 of 1)

USPS™ TRACKING Number:

9405 5036 9930 0329 2000 74

Paid Online

Transaction #: 256539742

Print Date: 02/21/2013

Ship Date: 02/21/2013

Priority Mail® Postage: **\$5.05**

Total: **\$5.05**

From: BRUCE WOLFF
2433 HEYWARD ST.
COLUMBIA SC 29205-3105

To: MR. J. HOLT CHETWOOD
WELLS FARGO BANK, N.A.
1441 MAIN ST FL 16
16 TH FLOOR
COLUMBIA SC 29201-5803

* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS™ Tracking service on Priority Mail service with use of this electronic rate shipping label. Delivery information is not available by phone for the electronic rate. Refunds for unused postage paid labels can be requested online 30 days from the print date.



Thank you for shipping with the United States Postal Service!
Check the status of your shipment on the Track & Confirm page at usps.com

Record on Appeal p. 167

3

D. BRUCE WOLFF

2433 Heyward Street ■ Columbia, South Carolina 29205
Telephone 803.609.2434

November 29, 2012

Stephen Pueblo
Wells Fargo Bank, N.A.
1441 Main Street- Lobby
Columbia, South Carolina 29201

VIA FAX and email- 803-765-3870- stephen.a.pueblo@wellsfargo.com

Dear Steve:

Thank you for your help in trying to locate the original documents and collateral for Loan number 320-674- 450 dated April 14, 1999. with Wachovia Bank, N.A. now know as Wells Fargo Bank, N.A. and thank you for faxing the 22 pages of original copies from my files that included copies of all the original documents and each stock certificate to the Commercial Loan Research Department.

Please let me know when the assigned loan document research caseworker (Linda Lloyd) responds to your email and or telephone call from yesterday. My cell phone number is 803-609-2434.

If the three Stock Certificates pledged totaling 17,430 shares of AllianceBernstein Disc Growth Class A (CHCLX) are found today, please have them **overnighted with a tracking number** to your branch at 1441 Main Street and please email the tracking number to me at dwolff@sc.rr.com.

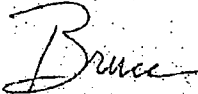
If the certificates are lost, they will have to be replaced and I will need a signed Affidavit from Wells Fargo Bank, NA along with **payment of approximately \$1835.38** or 1.5% of the current market value for a surety bond to indemnify both the Fund and Alliance Global Investor Services. The quote for today is \$7.02

I still keeping my fingers crossed that the certificates will be found, but we are approaching the end of the 10 business days requested by Wells Fargo and the market could take a nose dive.

Please let me know by telephoning me on my mobile at 803-609-2434. I will try to make it as easy as possible and if I need to, I will have Affidavit of Lost Stock Certificates prepared.

Thank you again for your help.

Sincerely,



Bruce Wolff

cc: Caroline Andrews- caroline.andrews1@wellsfargo.com

Record on Appendix 168

KC 23631



The Alliance Fund, Inc.
Class A Common Stock

INCORPORATED UNDER THE LAWS OF THE STATE OF MARYLAND

ACCOUNT No. 4400012835

ALPHA CODE WCLFFB---B

CUSIP 01859K 10-5

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS IS TO CERTIFY THAT **U BRUCE WOLFF**
 PO BOX 6287
 COLUMBIA SC 29260-6287

Is the owner of

*** SIX THOUSAND ***

FULLY PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK OF THE PAR VALUE OF TWELVE AND ONE-HALF CENTS EACH OF THE ALLIANCE FUND - CLASS A COMMON STOCK

transferable on the books of the said Corporation by the holder hereof in person, or by duly authorized attorney, upon surrender of this Certificate duly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the Articles of Incorporation and By-Laws of the said Corporation and amendments thereto, copies of which are on file in the offices of the Corporation and Transfer Agent, to all of which the holder by the acceptance hereof assents.

The Corporation is authorized to issue more than one class of capital stock. The Corporation will furnish a full statement of the designations and any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the stock of each class which the Corporation is authorized to issue to any stockholder on request and without charge.

This Certificate is not valid until countersigned by the Transfer Agent.

IN WITNESS WHEREOF, the Corporation has caused the facsimile signatures of its proper officers and its facsimile seal to be affixed hereto.

Dated: *97 Mary G. Kany*

Secretary

Dwight H. Decker

President

[Signature]

Authorized Signature



COUNTERSIGNED BY Alliance Fund Services, Inc.

TRANSFER AGENT

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Alliance Capital 

ACCOUNT NUMBER
KC 0024352

SHARES
1000

The Alliance Fund, Inc. Class A Common Stock

INCORPORATED UNDER THE LAWS OF THE STATE OF MARYLAND

ACCOUNT No.

ALPHA CODE

4400012635

WOLFFD---B

CUSIP 01859K 10 5

SEE REVERSE FOR CERTAIN OPERATIONS

THIS IS TO CERTIFY THAT

D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

*** SIX THOUSAND ***
*** *

Is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF CLASS A COMMON STOCK OF THE PAR VALUE OF TWELVE AND ONE-HALF CENTS EACH OF
THE ALLIANCE FUND - CLASS A COMMON STOCK

transferable on the books of the said Corporation by the holder hereof in person, or by duly authorized attorney, upon surrender of this Certificate duly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the Articles of Incorporation and By-Laws of the said Corporation and amendments thereto, copies of which are on file in the offices of the Corporation and Transfer Agent, to all of which the holder by the acceptance hereof assents.

The Corporation is authorized to issue more than one class of capital stock. The Corporation will furnish a full statement of the designations and any preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends, qualifications and terms and conditions of redemption of the stock of each class which the Corporation is authorized to issue to any stockholder on request and without charge.

This Certificate is not valid until countersigned by the Transfer Agent.

IN WITNESS WHEREOF the Corporation has caused the facsimile signatures of its proper officers and its facsimile seal to be affixed hereto.



Dated:

Secretary

President

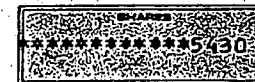
© Used under license from the owner Alliance Capital Management L.P.

Authorized Signature

COUNTERSIGNED
BY ALLIANCE FUND - CLASS A COMMON STOCK
TRANSFER AGENT

KC 15481

Alliance Capital 



The Alliance Fund, Inc.

INCORPORATED UNDER THE LAWS OF THE STATE OF MARYLAND

ACCOUNT No. 4400012835 ALPHA CODE WOLFFD---B

CUSIP 01859K 10 5
SEE REVERSE SIDE FOR CERTAIN DEFINITIONS

THIS IS TO CERTIFY THAT
D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260

is the owner of

*** FIVE THOUSAND *
*** FOUR HUNDRED THIRTY *

FULLY PAID AND NON-ASSESSABLE SHARES OF THE PAR VALUE OF TWELVE AND ONE-HALF CENTS EACH OF

THE ALLIANCE FUND, INC.

transferable on the books of the said Corporation by the holder hereof in person, or by duly authorized attorney, upon surrender of this Certificate duly endorsed. This Certificate and the shares represented hereby are issued and shall be held subject to all of the provisions of the Articles of Incorporation of the said Corporation and amendments thereto, copies of which are on file in the offices of the Corporation and Shareholder Servicing Agent, to all of which the holder by the acceptance hereof assents. This Certificate is not valid until countersigned by the Transfer Agent.

In Witness Whereof the Corporation has caused the facsimile signatures of its proper officers and its facsimile seal to be affixed hereto.



Dated: 08/31/89

Mary A. Lang
Secretary

David H. Decker
Chairman

® Used under license from the owner, Alliance Capital Management Corporation.

COUNTERSIGNED
BY *[Signature]*

TRANSFER AGENT
Authorized Signature

1.5M SURVEY

KATHERINE

71106-1121

D. BRUCE WOLFF

2433 Heyward Street ■ Columbia, South Carolina 29205
Telephone 803.609.2434

① \$30,000 LOAN SECURED WITH ALLIANCE
FUND 5430 SHARES CERT. # KC 0015481
CUSIP 01859K 10 5

WACHOVIA ACT #

003 324 002 053 7 INST 00004
Bank office
AUGUST 21, 1997

PAID IN FULL

② \$46,900 LOAN SECURED W/ 6000 SHARES
ALLIANCE FUND CERT # KC 0023631
CUSIP: 01859K 10 5

WACH ACT #

003 324 002 053 7 INST 00005
Bank office

10-24-1997

PAID IN FULL

③ \$78,000 LOAN EXTENSION OF CREDIT
ACT # 320 674 450
APRIL 14, 1999
ALLIANCE RECORD ON APPEAL 17 KC 0024352
CUSIP 01859K 10 5

Note and Security Agreement

Wachovia Bank, N.A.

Date: October 24, 1997\$ 46,900.00

FOR VALUE RECEIVED, the undersigned (hereinafter called the "Borrower") hereby promises to pay to the order of WACHOVIA BANK, N.A. (hereinafter called the "Lender") at its office where borrowed, in immediately available funds, the sum of Forty Six Thousand Nine Hundred & No/100

dollars together with any unpaid interest hereon from date of advance, in accordance with the terms contained in this Note and Security Agreement (hereinafter referred to as the "Note"). The optional provisions applicable to this Note are checked below.

Repayment:

☒ One payment in full of principal and unpaid interest due February 5, 1998 DECEMBER 31, 1997
☐ On Demand

☐ Payments of \$ _____ beginning _____ and thereafter _____

when the entire principal amount then outstanding and all accrued but unpaid interest shall be paid in full.

☐ On Demand the principal amount set forth above or the unpaid principal amount of all advances which the Lender actually makes hereunder to the Borrower, whichever amount is less. Each advance and each payment made on account of the principal thereof, shall be evidenced on an attachment hereto; provided, however, any such notation or the failure of the Lender or other holder to make any such notation shall not limit or otherwise affect the obligation of the Borrower with respect to repayment of all advances actually made hereunder. This Note and any attachment hereto shall be used to record the outstanding principal balance advanced hereunder until it is surrendered to the Borrower by the Lender, and it shall continue to be used even though there may be periods prior to such surrender when no amount of principal or interest is owing hereunder. If advances of the principal amount hereof are to be made by Lender to the Borrower after the date of this Note, Lender, at its sole discretion, is hereby authorized to make such advances under this Note upon telephonic or written communication of a borrowing request from any person representing himself or herself to be the Borrower or, in the event the Borrower is a partnership or corporation, a duly authorized officer or representative of Borrower.

Interest:

Payable: ☒ In arrears; ☐ In advance.

☒ In addition to the payments described above; ☐ Included in the payments described above.

Payable at the rate per annum of: ☐ Prime Rate plus _____ %; ☐ _____ % of Prime Rate; ☒ 8.00 % Fixed;

☐ Those rates which may be offered from time to time by the Lender and agreed to by the Borrower and so noted by the Lender on an attachment hereto. In the event of a good faith dispute among the parties to this Note as to rate under this rate option, the rate shall be the Prime Rate, adjusted for any changes in the Prime Rate as of the day such Prime Rate changes;

☐ The rate(s) set forth in Schedule I attached to this Note and incorporated herein by reference;

☐ Those rates which have been offered by the Lender to the Borrower in the Loan Agreement or Commitment Letter checked below, the provisions of which shall determine such rates; the procedure for the selection of such rates and the time periods for which such rates shall apply.

In no case shall interest exceed the maximum rate permitted by applicable law.

To the extent not prohibited by law, a late charge not to exceed 5% of the payment amount shall be assessed on any payment remaining unpaid on the fifteenth day after the payment due date.

If the interest is based upon the Prime Rate, such interest rate will be adjusted on: ☐ The day the Prime Rate changes; ☒ Other _____

Due: ☐ On principal payment dates; ☒ Other Quarterly beginning February 5, 1998

Interest will be calculated on the basis of: ☐ A year of 360 days and paid for the actual number of days elapsed; ☐ Other _____

After demand or maturity (whether by acceleration or otherwise), as applicable, interest on any unpaid balance hereof shall be payable on demand at a rate per annum equal to 150% of the Prime Rate, or if greater, 2% above the rate applicable prior to demand or maturity, adjusted for any changes in the Prime Rate as of the day such Prime Rate changes, not to exceed the maximum rate permitted by applicable law.

As used herein, "Prime Rate" refers to that interest rate so denominated and set by the Lender from time to time as an interest rate basis for borrowings. The Prime Rate is one of several interest rate bases used by the Lender. The Lender lends at interest rates above and below the Prime Rate.

All payments on this Note shall be applied, in accordance with the then current billing statement applicable to this Note, first to accrued interest, then to fees, then to principal due and then to late charges. Any remaining funds shall be applied to the further reduction of principal.

☐ The terms and conditions in a Loan Agreement dated _____ between the parties hereto as the same may be amended from time to time shall be considered a part hereof to the same extent as if written herein.

☐ The terms and conditions in a Commitment Letter dated _____ from the Lender to the Borrower, as the same may be amended, extended or replaced from time to time, shall be considered a part hereof to the same extent as if written herein.

To secure the indebtedness evidenced by this Note, together with any extensions, modifications, or renewals thereof, in whole or in part, as well as all other indebtedness, obligations and liabilities of the Borrower to the Lender or to any of Lender's Affiliates (as hereinafter defined), now existing or hereafter incurred or arising (hereinafter sometimes referred to collectively as the "Obligations"), except for other indebtedness, obligations and liabilities owing to Lender or any of Lender's Affiliates (i) that are subject to the disclosure requirements of the Truth-in-Lending Act and Federal Reserve Board Regulation Z, or (ii) that are extended for personal, family and household purposes and are subject to any state consumer protection laws, or (iii) that are subject to the limitations specified in North Carolina General Statutes Section 24-11, as amended from time to time (hereinafter collectively referred to as "Consumer Debt"), the Borrower does hereby grant to the Lender and to such Lender's Affiliate (as the case may be) a security interest in and security title to, and does hereby assign, pledge, transfer and convey to Lender and such Lender's Affiliate (as the case may be), the following described property:

Collateral described as 6000 Shares of The Alliance Fund, Inc. common stock in the name of

D. Bruce Wolff Certificate # KC023631 Cusip # 01859K 10 5

whether now owned or hereafter acquired; together with any and all additions and accessions thereto or replacements thereof, returned or unearned premiums from any insurance written in connection with this Note and any products and/or proceeds of any of the foregoing. As used herein, "Lender's Affiliates" means any entity, or entities now or hereafter directly or indirectly controlled by Wachovia Corporation or any successor thereto. In no event, however, shall the Lender or the Lender's Affiliates (as the case may be) have a security interest in any goods acquired by the Borrower for personal, family or household purposes more than 10 days after the date of this Note, unless such goods are added to or attached to the Collateral (as hereinafter defined). In addition, to the extent not prohibited by law, the Borrower hereby grants to the Lender and to such Lender's Affiliate (as the case may be) a security interest in and security title to, and does hereby assign, pledge, transfer and convey to Lender and such Lender's Affiliate (as the case may be), (i) all other property of the Borrower of every kind or description now or hereafter in the possession or control of the Lender or of any of Lender's Affiliates, exclusive of any such property in the possession or control of the Lender or any of Lender's Affiliates as a fiduciary other than as agent, for any reason including, without limitation, all cash, stock or other dividends and all proceeds thereof, and all rights to subscribe for securities incident thereto and any substitutions or replacements for, or other rights in connection with, any of the Collateral and (ii) any balance or deposit accounts of the Borrower, whether such accounts be general or special, or individual or multiple party, and upon all drafts, notes, or other items deposited for collection or presented for payment by the Borrower with the Lender or the Lender's Affiliates (as the case may be), exclusive of any such property in the possession or control of the Lender or any Lender's Affiliates as a fiduciary other than as agent, and the Lender and the Lender's Affiliates (as the case may be) may at any time, without demand or notice, appropriate and apply any of such to the payment of any of the Obligations, whether or not due, with the exception of Consumer Debt. All property described in this paragraph, in which the Borrower has granted to the Lender and the Lender's Affiliates a security interest or security title hereunder, is hereby collectively referred to as the "Collateral." If, with respect to any Collateral in the form of investment securities, a stock dividend is declared or any stock split-up made or right to subscribe issued, all the certificates for the shares representing such stock dividend or split-up or right to subscribe will be immediately delivered, duly endorsed, to the Lender as additional Collateral. The Lender and the Lender's Affiliates (as the case may be) shall be deemed to have possession, control and custody of any Collateral actually in transit to them or to any of its officers or agents.

DAVID BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

76,900 free amount

104

DATE APRIL 15, 1999

66-21/530

Pay to the Order of WACHOVIA LOAN PAYOFF \$ 78,079.13

seventy eight thousand seventy nine & 13/100

First Union National Bank

PRIME EQUITY LINE
XXXX XXXX XXXX 0567

FIRST UNION ACT # 0053240020537

Note # 4 & 5

[Signature]

South Carolina

GENERAL LEDGER

CREDIT

WACHOVIA

The following information must be included before this ticket is submitted for processing.

Account Title SC COMMERCIAL LOAN PAYMENT SUSPENSE	Originating Department <i>[Signature]</i>	MONTH 04	DAY 15	YEAR 1999
PRINT First and Last Name of Person Originating This Ticket <i>Jim Lanchitt</i>	Phone 803 790 1387	Mail Code SC3243		
The Offset for this Entry was to (ie: Cash, DDA Acct. No., GL Acct. No., etc.) <i>check</i>		Offset Account Number		
Approved Signature <i>[Signature]</i>	If Typing: Disregard separators within fields. If Hand Entry: Keep characters within boxes.			
Company 30060-SC (7/98)	GL Account Number 2 0 1 1 2 0 0 5 3 3 9 0 5 9 1 0	Responsibility Center (RC)	Amount \$ 30460.00	

Description/Purpose of Transaction

Customer Name:

Customer Account No. CR OFF

Acct

Inst

Posting

Breakdown: PRIN S

INT S

FEES S

Date Due

30,000.00
AMOUNT MUST EQUAL TOTAL AMOUNT ABOVE

460.00

⑈02699218⑈ ⑈501282013⑈ ⑈20053 3905910⑈

South Carolina

GENERAL LEDGER

CREDIT

WACHOVIA

The following information must be included before this ticket is submitted for processing.

Account Title SC COMMERCIAL LOAN PAYMENT SUSPENSE	Originating Department <i>[Signature]</i>	MONTH 04	DAY 15	YEAR 1999
PRINT First and Last Name of Person Originating This Ticket <i>Jim Lanchitt</i>	Phone 803 790 1387	Mail Code SC3243		
The Offset for this Entry was to (ie: Cash, DDA Acct. No., GL Acct. No., etc.) <i>check</i>		Offset Account Number		
Approved Signature <i>[Signature]</i>	If Typing: Disregard separators within fields. If Hand Entry: Keep characters within boxes.			
Company 30060-SC (7/98)	GL Account Number 2 0 1 1 2 0 0 5 3 3 9 0 5 9 1 0	Responsibility Center (RC)	Amount \$ 47619.13	

Description/Purpose of Transaction

Customer Name:

Customer Account No. CR OFF

Acct

Inst

Posting

Breakdown: PRIN S

INT S

FEES S

Date Due

46900.00
AMOUNT MUST EQUAL TOTAL AMOUNT ABOVE

719.13

⑈02699219⑈ ⑈501282013⑈ ⑈20053 3905910⑈

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ON DEMAND

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Warner
Cable
ENJOY
BETTER

RoadRunner

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Official Site
VESKare® (sol/fenac/n succinate)
Find Important...

Read Message

Usage

Compose Get Mail Search Mail Address Book Settings

Inbox (1,064)

Reply Reply All Forward View Header Delete Report SPAM Printable View Move

Drafts (8)

Sent Mail

Deleted Items

Junk Mail

Manage Folders

caroline.andrews1@wellsfargo.com

dwolff@sc.rr.com, Stephen.A.Pueblo@wellsfargo.com

Subject: RE: stock certificates

Priority: Normal Date: Friday, November 30, 2012 3:07 PM Size: 4 KB

Bruce,

I escalated this early this morning. It is being researched by our resolution team. I'll let you know when they get back to us. It is in their hands now. But they are the correct department to go to for such a complicated issue. Everything else has been a dead-end, but this team is on it now. Thanks!

Caroline W Andrews
Store Manager - Columbia Main
1441 Main Street
Columbia, SC 29201
(803) 251-4400
(803) 765-3870 Fax
NMLS:555272

This message contains confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation

-----Original Message-----

From: Bruce Wolff [dwolff@sc.rr.com]
Sent: Friday, November 30, 2012 3:04 PM
To: Pueblo, Stephen A.
Cc: Andrews, Caroline W.
Subject: stock certificates

Steve,

Wanted to check with you again to see if you were able to get in contact with anyone in the same office as Linda Lloyd.

Thanks,

Bruce Wolff

mobile 803-609-2434

Previous Message | Next Message

Official Site
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Find Important...

Hi Caroline,

My name is Raeleigh Palmer and I'm with the Wells Fargo Resolution Team. I will be assisting with your escalation regarding David Wolff's stock certificates.

I will be reaching out to our business partners at Business Direct for assistance with this request. I will be updating you as often as possible until the case is completely resolved, but if you have any questions in the meantime, please don't hesitate to contact me directly. I can be reached by email or at the phone number below - 406/651-6825.

I look forward to working with you - have a great day!

Thanks,
Raeleigh

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo DSSG | 2324 Overland Ave | Billings, MT 59102
B6955-01P
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.palmer@wellsfargo.com

Andrews, Caroline W

From: Palmer, Raeleigh J
Sent: Friday, December 07, 2012 12:00 PM
To: Andrews, Caroline W
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Hi Caroline,

I got an update this morning, but it's unfortunately that the product group is still researching. Occasionally, with these older legacy Wachovia accounts, we run into extended research times. My business partner in Business Direct has assured me she will continue to update me as often as possible so I may update you. Please let me know if you have any questions/concerns in the meantime.

Have a great weekend!

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo DSSG | 2324 Overland Ave | Billings, MT 59102
86955-01P
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.j.palmer@wellsfargo.com

From: Palmer, Raeleigh J
Sent: Thursday, December 06, 2012 4:46 PM
To: Andrews, Caroline W
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Hi Caroline,

Nothing today, I will update you as soon as I can tomorrow! Have a great day!

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo DSSG | 2324 Overland Ave | Billings, MT 59102
86955-01P
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.j.palmer@wellsfargo.com

From: Palmer, Raeleigh J
Sent: Wednesday, December 05, 2012 2:29 PM
To: Andrews, Caroline W
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Hi Caroline!

I got an email from my Business Direct business partner and she's waiting to hear back from the Product Management team – that's what's causing the delay. She's asked them for an update ASAP, but will be updating me on Friday at the latest! ☺

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo DSSG | 2324 Overland Ave | Billings, MT 59102
80955-0119
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.j.palmer@wellsfargo.com

From: Palmer, Raeleigh J
Sent: Wednesday, December 05, 2012 10:24 AM
To: Andrews, Caroline W
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Hi Caroline,

I just wanted to check in with you – I haven't heard anything from our business partner yet, but I got a read receipt for the email I sent her. I'm hoping it won't be much longer. This must have been more complicated than she originally realized. I apologize for the delay!

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo DSSG | 2324 Overland Ave | Billings, MT 59102
80955-0119
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.j.palmer@wellsfargo.com

From: Andrews, Caroline W
Sent: Wednesday, December 05, 2012 7:16 AM
To: Palmer, Raeleigh J
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Okay, thank you!

Caroline W Andrews
Store Manager - Columbia Main
1441 Main Street
Columbia, SC 29201
(803) 251-4400
(803) 765-3870 Fax
NMLS:555272

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From: Palmer, Raeleigh J
Sent: Tuesday, December 04, 2012 7:03 PM
To: Andrews, Caroline W
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Hi Caroline,

Still researching with Business Direct - I expected to have an update from them by end of business today, but my contact is apparently gone for the day. I have an email in to her and hope to have an update for you first thing tomorrow. Have a great day!

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo OSSG | 2324 Overland Ave | Billings, MT 59102
866.555-0119
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.j.palmer@wellsfargo.com

From: Palmer, Raeleigh J
Sent: Monday, December 03, 2012 8:44 AM
To: Andrews, Caroline W
Subject: RE: Resolution Team Case# 83607677 - David Wolff

Good morning, Caroline!

Business Direct is researching our request! I will update you as soon as I hear from them. Have a wonderful Monday!

Raeleigh Palmer
Customer Service Representative
Resolution Team

Wells Fargo OSSG | 2324 Overland Ave | Billings, MT 59102
866.555-0119
Phone: 406.651.6825 Fax: 866.388.2720 Alt. Phone: 866.773.7658

raeleigh.j.palmer@wellsfargo.com

From: Palmer, Raeleigh J
Sent: Friday, November 30, 2012 9:40 AM
To: Andrews, Caroline W
Subject: Resolution Team Case# 83607677 - David Wolff


Date: Friday, November 16, 2012 9:39 AM
From: caroline.andrews1@wellsfargo.com
To: dwolff@sc.rr.com
Subject: RE: found documents

Hi Bruce,
I was in a meeting yesterday. I heard you came by. We have done everything that we can do at this point. I was told that it could take up to 10 days. I wish I could make it happen fast for you, but it's really not anything that is controlled at the branch level. I'll let you know as soon as I hear something. Have a great weekend.

Caroline W Andrews
Store Manager - Columbia Main
1441 Main Street
Columbia, SC 29201
(803) 251-4400
(803) 765-3870 Fax
NNLS:555272

This message contains confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

-----Original Message-----
From: Bruce Wolff (dwolff@sc.rr.com)
Sent: Thursday, November 15, 2012 2:20 PM
To: Andrews, Caroline W
Subject: found documents

Caroline,

I found my file and I can suspect what happened. Should I just stop by the branch?

Bruce Wolff

803-609-2434

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AFFIDAVIT OF LOST STOCK CERTIFICATES

State of South Carolina)
)

Richland County)

I, _____ Banking Officer employed by Wells Fargo Bank, N.A. formerly known as Wachovia Bank, N.A., being first duly sworn under oath, deposes and says:

1. A current Wells Fargo Bank, N.A. Branch Location address is 1441 Main Street- Lobby, Columbia, South Carolina 29201
2. The following three certificates below were hypothetically pledged on April 14, 1999 as collateral for a commercial loan for D. Bruce Wolff also known as David Bruce Wolff with Wachovia Bank, N.A. now known as Wells Fargo Bank, N.A.
3. D. Bruce Wolff is the legal and beneficial owner of following Alliance Bernstein Disc Growth Class A Stock (the fund):

Certificate No. KC 0015481	Dated 8-31-1989	5430 shares
Certificate No. KC 0023631	Dated 8-20-1997	6000 shares
Certificate No. KC 0024352	Dated 3-22-1999	6000 shares
4. None of the above certificates, Nor any of the rights of the shareholder therein have in whole or in part, been assigned, transferred, gifted or otherwise disposed of.
5. Wells Fargo Bank, N.A. has performed an exhaustive search since November 15, 2012 and is unable to locate any of the certificates as of this date. We are aware of the 1.5% fee of the current market value of the shares for a Surety Bond from the Hartford Casualty Insurance Company for the benefit of D. Bruce Wolff to indemnify the fund and Alliance Global Investor Services, Inc.

DATED this _____ day of December 2012

At Columbia, South Carolina

Signature-Bank Officer- Wells Fargo Bank, N.A.

Medallion Signature Guarantee

SUBSCRIBED AND SWORN to before me, the undersigned Notary Public,

This _____ day of December 2012

Notary Signature

Notary Public in and for the State of South Carolina

My Commission Expires _____

2

9

175

3. None of the above certificates, Nor any of the rights of the shareholder therein have in whole or in part been assigned, transferred, gifted or otherwise disposed of.
4. I am entitled to the full and exclusive possession of the above certificates.
5. The above certificates were hypothetically pledged on April 14, 1999 as collateral for a commercial loan with Wachovia Bank, N.A. now known as Wells Fargo Bank, N.A.
6. Wells Fargo Bank, N.A. has performed an exhaustive search since November 15, 2012 and is unable to locate any of the certificates as of this date. Wells Fargo Bank, N. A. is aware of the 1.5% fee of the current market value of the shares for a Surety Bond from the Hartford Casualty Insurance Company for the benefit of D. Bruce Wolff to indemnify the fund and Alliance Global Investor Services, Inc.
7. I am making this Affidavit for the purpose of requesting AllianceBernstein Investments to replace or exchange the above certificates and that the 17,430 shares be held in electronic form. If the above certificates are ever found, I agree to surrender them immediately to AllianceBernstein Investments San Antonio, Texas if they are returned to me.

***See copies of original certificates and the first class mail sheets

At Columbia, South Carolina

R. Bruce Wolf

Signature

Thurs 13th day of December, 2018
Manila A. Brunson
Notary Signature

UNIONATED GUARANTEE
MEDICATION GUARANTEE
SHEPHERD'S MEDICATION

[Signature]

RECEIVED SIGNATURE
DO 138540
A. J. SHEPHERD, JR., M.D.

Record on Appeal p. 182

0068329

11-24

Office AU #

1210(8)

CASHIER'S CHECK

SERIAL # 6832900233

ACCOUNT# 4861-009066

Purchaser: D BRUCE WOLFF
 Purchaser Account: 100323755612
 Operator I.D.: sc360000 sc000941

PAY TO THE ORDER OF ***ALLIANCEBERNSTEIN***

December 13, 2012

One thousand eight hundred twelve dollars and no cents

\$1,812.00

WELLS FARGO BANK, N.A.
 705 SALUDA AVE
 COLUMBIA, SC 29205
 FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
 STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
 AND REISSUANCE, AS A CONDITION TO CANCELLATION AND
 REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A
 FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 1,812.00

NON-NEGOTIABLE

Purchaser Copy

FB0000 12332283

PRINTED ON LINE MARK PAPER. TO VIEW FOR ADDITIONAL SECURITY FEATURES SEE BACK OF CHECK.

0068329

11-24

Office AU #

1210(8)

CASHIER'S CHECK

6832900233

Operator I.D.: sc360000 sc000941

PAY TO THE ORDER OF ***ALLIANCEBERNSTEIN***

December 13, 2012

One thousand eight hundred twelve dollars and no cents

\$1,812.00

WELLS FARGO BANK, N.A.
 705 SALUDA AVE
 COLUMBIA, SC 29205
 FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 1,812.00

Richard Levy
 CONTROLLER

Security Features Included: Details on Back

0068329 11-24 1210(8) 6832900233 4861-009066

ALLIANCEBERNSTEIN
P.O. BOX 786003
SAN ANTONIO, TX 78278-6003



Confirmation Statement



D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

000212

Date 11/21/12 Page 1 of 1

UBS FINANCIAL SERVICES INC
1501 K ST NW STE 1100
WASHINGTON DC 20005-1410

Dealer No. 2000
Branch OWS
Advisor No. OWS 34
Advisor Name BRYAN P DAVENPORT

Learn more about how AllianceBernstein works to build and preserve investor wealth. Visit www.alliancebernstein.com.

Mutual Fund Activity

Fund Name AllianceBernstein Disc Growth Class A Fund/Account Number 44/4400012835 Ticker CHCLX

Trade Date	Confirm Date	Transaction Description	Dollar Amount	Share Price	Shares this Transaction	Total Shares Owned
		Beginning Balance as of 11/21/12				17,430.000
11/21	11/21	CERTIFICATE STOPPED			5,430.000	17,430.000
11/21	11/21	CERTIFICATE STOPPED			6,000.000	17,430.000
11/21	11/21	CERTIFICATE STOPPED			6,000.000	17,430.000
		Ending Balance as of 11/21/12				17,430.000

536334

REDEMPTION CONFIRMATION 2012

ALLIANCEBERNSTEIN DISC GROWTH CLASS A

D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

UBS FINANCIAL SERVICES INC
1501 K ST NW STE 1100
WASHINGTON DC 20005-1410

OWS 34 BRYAN P DAVENPO

ACCOUNT NO. 4400012835 WOLFFD--B
PLEASE REFER TO ABOVE ACCOUNT NUMBER IN ALL CORRESPONDENCE AND MAIL TO: P.O. BOX 786003 SAN ANTONIO, TX 78278-6003

CONFIRM DATE	TRADE DATE	TRANSACTION	TRANSACTION DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TOTAL SHARES OWNED
		BEGINNING BALANCE				17,719.529
11/14	11/14	SHARES REDEEMED	1,957.22	6.760	289.529	17,430.000
11/21	11/21	CERTIFICATE STOPPED			5,430.000	17,430.000
11/21	11/21	CERTIFICATE STOPPED			6,000.000	17,430.000
11/21	11/21	CERTIFICATE STOPPED			6,000.000	17,430.000
12/14	12/14	CERTIFICATE DEPOSITED			5,430.000	17,430.000
12/14	12/14	CERTIFICATE DEPOSITED			6,000.000	17,430.000
12/14	12/14	CERTIFICATE DEPOSITED			6,000.000	17,430.000
12/17	12/17	SHARES REDEEMED	98,980.00	7.070	14,000.000	3,430.000

13-6021421	YOUR DISTRIBUTION OPTION IS		SHARES YOU NOW OWN		
	INCOME DIVIDENDS	CAPITAL GAINS	CERTIFICATE SHARES HELD BY YOU	UNISSUED SHARES HELD BY AGENT	TOTAL SHARES OWNED
	CASH	CASH		3,430.000	3,430.000

Detach this confirmation and retain for your records before cashing or depositing check.

REDEMPTION CHECK

ALLIANCEBERNSTEIN DISC GROWTH CLASS A

ALLIANCEBERNSTEIN

CHECK NUMBER	ACCOUNT NUMBER	DEALER NUMBER	CHECK DATE
2674248	4400012835	2000	12/17/12

\$98,980.00
VOID AFTER SIX MONTHS

Ninety eight thousand nine hundred eighty and 00/100 Dollars

TO THE ORDER OF

D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

PAYABLE AT
STATE STREET BANK
AND TRUST COMPANY
BOSTON, MA

[Signature]

AUTHORIZED SIGNATURE

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REDEMPTION CONFIRMATION 2012

ALLIANCEBERNSTEIN DISC GROWTH CLASS A

D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

UBS FINANCIAL SERVICES INC
1501 K ST NW STE 1100
WASHINGTON DC 20005-1410

OWS 34 BRYAN P DAVENPO

ACCOUNT NO. 4400012835 WOLFFD--B ALLIANCE GLOBAL INVESTOR SERVICES, INC.
PLEASE REFER TO ABOVE ACCOUNT NUMBER IN ALL CORRESPONDENCE AND MAIL TO: P.O. BOX 786003 SAN ANTONIO, TX 78278-6003

CONFIRM DATE	TRADE DATE	TRANSACTION	TRANSACTION DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TOTAL SHARES OWNED
		BEGINNING BALANCE				17,719.529
11/14	11/14	SHARES REDEEMED	1,957.22	6.760	289.529	17,430.000
11/21	11/21	CERTIFICATE STOPPED			5,430.000	17,430.000
11/21	11/21	CERTIFICATE STOPPED			6,000.000	17,430.000
11/21	11/21	CERTIFICATE STOPPED			6,000.000	17,430.000
12/14	12/14	CERTIFICATE DEPOSITED			5,430.000	17,430.000
12/14	12/14	CERTIFICATE DEPOSITED			6,000.000	17,430.000
12/14	12/14	CERTIFICATE DEPOSITED			6,000.000	17,430.000
12/17	12/17	SHARES REDEEMED	98,980.00	7.070	14,000.000	3,430.000
12/27	12/27	SHARES REDEEMED	24,343.00	7.100	3,428.592	1.408
12/27	12/27	OVERNIGHT DELIVERY CHARGE	10.00	7.100	1.408	.000

13-6021421	YOUR DISTRIBUTION OPTION IS		SHARES YOU NOW OWN		
	INCOME DIVIDENDS	CAPITAL GAINS	CERTIFICATE SHARES HELD BY YOU	UNISSUED SHARES HELD BY AGENT	TOTAL SHARES OWNED
	CASH	CASH			.000

Detach this confirmation and retain for your records before cashing or depositing check.

REDEMPTION CHECK

ALLIANCEBERNSTEIN DISC GROWTH CLASS A

ALLIANCEBERNSTEIN

CHECK NUMBER 2679200 ACCOUNT NUMBER 4400012835 DEALER NUMBER 2000 CHECK DATE 12/27/12

Twenty four thousand three hundred forty three and 00/100 Dollars

TO THE ORDER OF: D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

\$24,343.00

VOID AFTER SIX MONTHS

PAYABLE AT STATE STREET BANK AND TRUST COMPANY BOSTON, MA

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AUTHORIZED SIGNATURE

22

REDEMPTION CONFIRMATION 2012

ALLIANCEBERNSTEIN DISC GROWTH CLASS A

D BRUCE WOLFF
PO BOX 6287
COLUMBIA SC 29260-6287

UBS FINANCIAL SERVICES INC
1501 K ST NW STE 1100
WASHINGTON DC 20005-1410

DWS 34 BRYAN P. DAVENPO

ACCOUNT NO. 4400012835 WOLFFD---B
PLEASE REFER TO ABOVE ACCOUNT NUMBER IN ALL CORRESPONDENCE AND MAIL TO: ALLIANCE GLOBAL INVESTOR SERVICES, INC.
P.O. BOX 786003 SAN ANTONIO, TX 78278-6003

CONFIRM DATE	TRADE DATE	TRANSACTION	TRANSACTION DOLLAR AMOUNT	SHARE PRICE	SHARES THIS TRANSACTION	TOTAL SHARES OWNED
11/14	11/14	BEGINNING BALANCE				17,719.529
		SHARES REDEEMED	1,957.22	6.760	289.529	17,430.000

YOUR DISTRIBUTION OPTION IS		SHARES YOU NOW OWN		
INCOME DIVIDENDS	CAPITAL GAINS	CERTIFICATE SHARES HELD BY YOU	UNISSUED SHARES HELD BY AGENT	TOTAL SHARES OWNED
CASH	CASH	430.000		17,430.000

Detach this confirmation and retain for your records before cashing or depositing check.

REDEMPTION CHECK

ALLIANCEBERNSTEIN DISC GROWTH CLASS A

ALLIANCEBERNSTEIN

CHECK
NUMBER
2661805

ACCOUNT
NUMBER
4400012835

DEALER
NUMBER
2000

CHECK
DATE
11/14/12

5-2
110
Authentic Check - Rub Hard - Logo will change color on heat
\$1,957.22
VOID AFTER SIX MONTHS

One thousand nine hundred fifty seven and 22/100 Dollars

TO THE ORDER OF

D BRUCE WOLFF***

PO BOX 6287
COLUMBIA SC 29260-6287

PAYABLE AT
STATE STREET BANK
AND TRUST COMPANY
BOSTON, MA

[Signature]

AUTHORIZED SIGNATURE

IN CASE OF LOSS, THIS CHECK IS VOID AND MUST BE REPAID TO THE ISSUING INSTITUTION



May 14, 2010

D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287



**Important changes to your Wachovia Business Line of Credit
account ending in 4266.**

Dear Business Owner:

As you know, Wachovia is now a part of Wells Fargo. We are writing to let you know that you will see a few changes to your Wachovia Business Line of Credit account in June 2010.

What you need to know

- Your account number will remain the same.
- The reverse side of this letter and the enclosed Customer Agreement Addendum contain information about the changes to your account terms effective in June.
- Please continue to make your monthly payments as usual.

If you have questions about these changes, please call 1-877-270-6693, Monday through Friday from 7:00 a.m. to 8:30 p.m. Central Time.

Thank you. We appreciate your business.

Sincerely,

Steve Milani
Vice President
Business Direct Lines of Credit

Wachovia Business Line of Credit account terms
Effective June 2010

Credit Limit	\$78,000
Interest Rate	Wells Fargo Prime* + 0.50%
Annual Fee	\$100.00
Minimum Monthly Payment	Interest and fees, \$10 minimum
Late Payment Fee	5% of minimum monthly payment
Late Payment Grace Period	10 days
Over Limit Fee	\$0

*Wells Fargo Prime Rate is 3.25% as of May 1, 2010.

Important notice about the discontinuation of Wachovia account features

Our records show that you receive month-end billing statements. Beginning June 2010 this option is no longer available and you will be billed on a standard billing cycle. Please be alert to upcoming statements and payment due dates.

WELLS
FARGO

P.O. Box 29483
Phoenix, AZ 85038

August 30, 2010

D Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287

Subject: Important information about your Business Line of Credit account ending in 4266

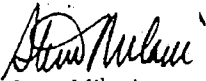
Dear D Wolff:

We are writing to let you know that in June we inadvertently applied the Late Fee Amount of \$11.88 to your Business Line of Credit account. We apologize for any confusion this may have caused, and have credited to your account \$11.88. The adjustment was noted on your account at the end of June.

If you have questions, please call Wachovia at 1-877-270-6693, Monday-Friday, 8:00 a.m. to 9:30 p.m. Eastern Time.

Thank you. We appreciate your business.

Sincerely,



Steve Milani
Vice President
Product Management Manager
Business Direct Lines of Credit

Record on Appeal p. 190



P.O. Box 29483
Phoenix, AZ 85038

September 29, 2010

D. Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287



Subject: Information about the terms and conversion of your Wachovia Business Line of Credit account ending in 4266

Dear D. Wolff:

Previously, we sent you a letter letting you know that in June 2010, the terms of your Wachovia Business Line of Credit account would change. We're writing today with more details about those changes and an update on the conversion of your account to a Wells Fargo Business Line of Credit in October 2010.

Your business line account terms

The terms of your account were revised in June 2010. On the reverse side of this letter we have provided supplemental information about the changes, including important details on overdraft protection, payments, and fees.

What you need to know about the conversion to Wells Fargo

During the weekend of October 9, 2010, your account will convert automatically to a Wells Fargo Business Line of Credit.

- Your account number will not change.
- Starting with the first billing statement after the conversion, you will begin receiving monthly statements from Wells Fargo.
- Your Wells Fargo monthly statements will look different from your Wachovia statements, and you'll see a new payment mailing address and customer service telephone number.
- Links to your line of credit account, such as overdraft protection and automatic payment, will continue after the conversion.

How to contact us

- Through Friday, October 8, 2010, if you have questions, please call Wachovia at 1-877-270-6693, Monday - Friday, 8:00 a.m. to 9:30 p.m. Eastern Time.
- Over the weekend of October 9, 2010, access to your account will be limited as we transfer your account information.
- Beginning Monday, October 11, 2010, if you have questions, please call Wells Fargo's National Business Banking Center at 1-800-CALL-WELLS (1-800-225-5935), 24 hours a day, 7 days a week.
- For more detailed information, you may visit our website at wellsfargo.com/wachovialines.

Thank you. We appreciate your business.

Sincerely,

Steve Milani
Vice President
Product Management Manager
Business Direct Lines of Credit

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Wachovia Business Line of Credit

Annual Fee	\$100.00 Effective June 2010, the annual fee is no longer based on your account credit limit.										
Late Payment Fee	5% of minimum monthly payment If all of a minimum monthly payment is not received within 10 days of the Payment Due Date shown on your billing statement, Wells Fargo may impose a late payment fee.										
Payment Due	The minimum monthly payment is equal to the greater of (a) interest on the outstanding Advances plus unpaid fees accrued during the current billing period, (b) the Overlimit Amount (as defined in your Account Agreement), or (c) \$10.00. If the Outstanding Balance is less than \$10.00, the minimum monthly payment will be the Outstanding Balance.										
Overdraft Protection	Effective October 2010, the Overdraft Protection advance fee will be charged to your line of credit account instead of your deposit account. The charge for each Overdraft Protection advance is based on the amount of the advance as follows: <table><tr><td>Overdraft Advance of:</td><td>Charge Amount:</td></tr><tr><td>up to \$25</td><td>\$10.00</td></tr><tr><td>\$25.01 to \$100</td><td>\$12.50</td></tr><tr><td>\$100.01 to \$500</td><td>\$15.00</td></tr><tr><td>\$500.01 or more</td><td>\$20.00</td></tr></table> If the linked deposit account is an unconverted Wachovia checking account, the amount(s) advanced for overdraft protection will be in \$100 increments.	Overdraft Advance of:	Charge Amount:	up to \$25	\$10.00	\$25.01 to \$100	\$12.50	\$100.01 to \$500	\$15.00	\$500.01 or more	\$20.00
Overdraft Advance of:	Charge Amount:										
up to \$25	\$10.00										
\$25.01 to \$100	\$12.50										
\$100.01 to \$500	\$15.00										
\$500.01 or more	\$20.00										

Unless noted, the original loan agreement and June addendum still apply. Use of the Account or personalized checks, or a request for a transfer from the Account by anyone authorized by the Customer, shall be evidence of the Customer's acceptance of the terms and conditions of the established agreement and addendum.

To ensure ongoing service and access to credit,
please respond by **December 1, 2010**

WELLS
FARGO

Your Wells Fargo BusinessLine® Authorization Form

You need to return this form by **December 1, 2010**

2 easy ways to respond:

Fax: By December 1, fax your completed authorization form toll-free to 1-866-365-9746, 24 hours a day, 7 days a week.

Phone: For questions or to authorize by phone, call 1-888-371-1044, Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time. Please mention reservation number 100400026722 when you call.

This authorization form is for:

TELEPHONE #
803-779-2433

D. Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287

Reservation number:

100400026722

Authorization form

- I. **Business information:** Please update information that is no longer current. Account conversion is valid for the listed business and owner(s) only. If business or ownership has changed, your current Wachovia Business Line of Credit will be closed and an application for a Wells Fargo BusinessLine line of credit will be sent to you to re-apply.

Legal business name (please print)		Business phone number ()
Business address		
City	State	Zip

- II. **Authorize today:** Be prepared and send your authorization in immediately.

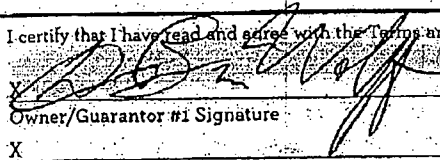
You authorize conversion, subject to final approval of your Wachovia Business Line of Credit to a Wells Fargo BusinessLine line of credit in order to maintain access to your unsecured credit source.

Regardless of when you contact us, today or by December 1, 2010, the conversion of your account to a Wells Fargo BusinessLine line of credit will not take place until February 2011. Until that time, continue to bank as you usually do.

Remember, in order to convert your Wachovia Business Line of Credit to a Wells Fargo BusinessLine account, we must receive your authorization by December 1, 2010.

If the information you supplied on this authorization form changes prior to December 1, 2010, you must contact us at 1-888-371-1044, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Central Time.

- III. I certify that I have read and agree with the Terms and Conditions on the reverse side of this authorization form, including the personal guaranty.

X			11-29-10
Owner/Guarantor #1 Signature	Title	Date	
X			
Owner/Guarantor #2 Signature	Title	Date	

Keep a copy of this authorization form for your records

Record on Appeal p. 193

L3429 Y33 \$3815

Added
7-6-18

SUBJECT TO APPROVAL & NEW WRITTEN AGREEMENT
WITH SAME TERMS AND REC. FOR COLLATERAL

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Wells Fargo BusinessLine Terms and Conditions

By signing the front of this Authorization Form, I accept on behalf of the Business named on reverse ("Customer") the terms and conditions of this Authorization, including the terms and conditions of the Wells Fargo BusinessLine Customer Agreement that has been provided to Customer with this Authorization. I certify that I am authorized to submit this Authorization Form on behalf of the Business and that any information provided in connection with this Authorization Form, including federal and state income tax returns (if any), are true, correct, and complete. I authorize Wells Fargo Bank, N.A. ("Bank") to obtain consumer and business reports from and to report credit information to others, including the Internal Revenue Service and state taxing authorities, about me and my business. I agree to notify Bank promptly of any material change in such information. I agree that if there has been a material change in such information, a new application for credit may be required before conversion to a Wells Fargo BusinessLine account will be approved. I agree to pay Bank's costs and attorneys' fees in enforcing the Customer Agreement. I agree that use of any feature of the BusinessLine account or BusinessLine® MasterCard® card may be used as evidence of the foregoing authorizations, acceptances, and agreements. I agree that if I, in my individual capacity, have agreed to jointly and severally unconditionally guarantee and promise to pay to Wachovia all indebtedness of the Customer at any time arising under or relating to the Wachovia Business Line of Credit that is to be converted to a Wells Fargo BusinessLine line of credit, such guaranty will apply to this Authorization Form, the Customer Agreement, and indebtedness incurred under the Wells Fargo BusinessLine line of credit as well as any extensions, increases, or renewals of that indebtedness.

I agree that all guarantors of and individuals personally liable for debt incurred by the Customer, on the Wachovia Business Line of Credit agreement, will have full access to the Wells Fargo BusinessLine account.

I agree that if a credit limit increase is requested on my Wachovia Business Line of Credit before my Wachovia account converts to a Wells Fargo BusinessLine line of credit, the Wells Fargo BusinessLine credit limit will be increased by the amount approved by the Bank, and any use of the Wells Fargo BusinessLine Account will further evidence my acceptance of the increased credit limit.

Important notice about credit reporting. I agree that Bank may report information about my Account(s) to credit bureaus and consumer reporting agencies in the name of my Business and in the name of any guarantor(s), and that late payments, missed payments, or other defaults on your Account(s) may be reflected in my and guarantor(s) credit report(s) and consumer report(s).

Telephone monitoring and contacting you. From time to time Bank may monitor and record telephone calls regarding your Account to assure the quality of our service. You agree, in order for Bank to service the Account or to collect any amounts you may owe, that we may from time to time make calls and send text messages to you, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with your Account, including mobile, telephone numbers that could result in charges to you. You also expressly consent to Bank sending email messages regarding your Account to your email address.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account.

Welcome to Wells Fargo BusinessLine®

Enjoy cash flexibility with your BusinessLine line of credit

WELLS
FARGO

April 19, 2011

D. Bruce Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287



Subject: Important information about your new Wells Fargo BusinessLine® line of credit

Dear D. Bruce Wolff:

As you authorized, your Wells Fargo BusinessLine of Credit (formerly a Wachovia account) has been converted to a Wells Fargo BusinessLine® line of credit. We're pleased to welcome you as a BusinessLine line of credit customer and provide important information to help you get started.

What you need to know about your BusinessLine account

The Wells Fargo BusinessLine line of credit offers exceptional benefits and the spending flexibility you need to help grow your business.

- Your BusinessLine line of credit account comes with a Wells Fargo BusinessLine® MasterCard® card and access checks — two excellent tools you can use to purchase inventory, pay bills, or cover expenses.
- Your BusinessLine MasterCard card and additional access checks will be mailed to you between April 25 and 27. Please activate your card right away to use it for business expenses anywhere MasterCard is accepted.
- Safely dispose of your old Wachovia or Wells Fargo checks for account ending in 4266. If you've recently written an access check, please monitor your account to ensure the check has cleared, as it may not be honored once your old account is closed on May 5, 2011. (If it has not cleared, you may need to write a new check from your BusinessLine account.)
- Going forward, your monthly statement will include your new account number. Make note of your account number for future inquiries and to use when setting up new services.

Please review the enclosed brochure, which contains additional information about how your BusinessLine line of credit can help you meet the cash demands of your business.

If you have questions, please call our National Business Banking Center at 1-800-CALL WELLS (1-800-225-5935), 24 hours a day, 7 days a week.

Thank you. We appreciate your business.

Sincerely,

Steve Milani
Product Management Manager
Business Direct Lines of Credit

Key points to note about your account conversion

- ▶ Soon you'll receive new Wells Fargo access checks and a Wells Fargo MasterCard card. Safely dispose of your old Wells Fargo or Wachovia checks.
- ▶ From April 19 - May 4, the most up-to-date account information may not be available on our automated system. For assistance, call us at 1-800-CALL WELLS.
- ▶ To ensure ongoing service, please reestablish alerts, bill pay, and payroll services with your new account number.
- ▶ Review the reverse side of this letter for more information about the conversion and your new BusinessLine account.

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Together we'll go far



Important account conversion information

- The balance on your new Wells Fargo *BusinessLine* line of credit will be reflected on your first monthly statement as a balance transfer from your old Wells Fargo *BusinessLine* line of credit account.
 - If you are enrolled in Online Banking, once the old account is closed, the transaction history will no longer be available to download from the account activity page on wellsfargo.com. However, historical statements will be available and associated with your new account.
 - Scheduled recurring payments from the old account will be transferred to your new account automatically.
 - If you have set up recurring payments with merchants (subscriptions, cell phone, internet services, etc.), please provide those merchants with your new card number to ensure uninterrupted service.
 - Overdraft protection currently in place will transfer automatically. No action is necessary.
 - For alerts, bill pay or payroll, please reestablish these services with your new *BusinessLine* line of credit account number that will be printed on your MasterCard card and statements.
 - From April 19 - May 4, available credit and balance information obtained through our automated voice system for your old Wells Fargo *BusinessLine* line of credit account may not be up-to-date through our automated voice system. Please speak with a Wells Fargo representative to obtain the most current information. The conversion will be complete once your old account is closed on May 5, 2011.
 - The last four digits on your checks and MasterCard card are the same. Please compare the numbers to ensure you're using the correct checks.
- If you have questions about your *BusinessLine* line of credit, please call our National Business Banking Center at 1-800-CALL WELLS (1-800-225-5935), 24 hours a day, 7 days a week.

Important account information

BusinessLine MasterCard cardholder information

Your line of credit may be issued up to four *BusinessLine* MasterCard cards for additional account guarantors or authorized users. Each cardholder will have full access to the available funds in your account. All requests for a *BusinessLine* MasterCard card need to be made in writing by an authorized representative of the business entity and the individual account guarantor. For your information, we have defined these types of users below. Please refer to your Wells Fargo *BusinessLine* Customer Agreement for full terms and conditions.

Account guarantor

An account guarantor is an individual who signed as an authorized representative of the business and as a personal guarantor of the business' debt to the bank, who has full access to account funds, and who has the ability to obtain information about the account from customer service and online banking. An account guarantor is personally liable for the entire debt incurred on the account.

Authorized user

An authorized user is any person other than an account guarantor who has full access to account funds and the ability to obtain information about the account from customer service and online banking. An authorized user is not personally liable for the entire debt incurred on the account.

BusinessLine MasterCard card transaction finance charges

As detailed in your Wells Fargo *BusinessLine* Customer Agreement, there is a transaction finance charge when you use your card to get cash at the ATM, over the counter at a retail outlet, or at a banking location. There are no transaction finance charges on SUPERCHECKS™, online or telephone transfers, online bill payments, or card purchases made without using a PIN.

BusinessLine access checks

These checks cannot be used to make a payment on any Wells Fargo account.

Customer agreement

Please refer to your Wells Fargo *BusinessLine* Customer Agreement for the terms and conditions of your account.

Definition of payment due

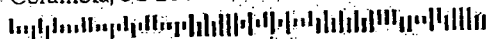
Payment due is equal to the sum of finance charges, bank fees, and other charges rounded to the next higher dollar, with a \$25 minimum. If the new ending balance is less than \$25, then the current payment due is equal to the new ending balance. Your minimum monthly payment must be received by the date due as reflected in your statement; otherwise, late fees will be assessed to your account as defined in the Wells Fargo *BusinessLine* Customer Agreement. There isn't a grace period applicable to the date payment is due.



For your immediate use...

April 26, 2011

D Bruce Wolff
D BRUCE WOLFF
PO Box 6287
Columbia, SC 29260-6287



Dear D Bruce Wolff:

Attached are checks to access your new Wells Fargo *BusinessLine*® line of credit account. A full book of checks is being printed and on its way to you. In the meantime, please use the attached checks for your immediate business needs.

Safely dispose of your old Wachovia or Wells Fargo checks for account ending in 4266, as they are no longer valid. To easily match your new checks with your new account number, compare the last four digits of the check account number and the last four digits of your new *BusinessLine*® MasterCard® card number. They will be the same.

These checks are a convenient way to access your *BusinessLine* line of credit. With an interest rate that is significantly lower than the cash advance rate on most credit cards, and no cash advance or transaction fees, your access checks can be used to:

- Pay a vendor or supplier
- Write a check to yourself and deposit it into your business checking account
- Invest in capital improvements

You can also access your *BusinessLine* line of credit online at wellsfargo.com/biz or by using your *BusinessLine*® MasterCard® card wherever MasterCard is accepted.

If you have any questions about your checks or your *BusinessLine* line of credit, or if you would like to request a telephone transfer, please contact us at 1-800-225-5935. We are available 24 hours a day, 7 days a week to take your call.

Thank you. We appreciate your business.

Sincerely,

Steve Milani
Product Management Manager
Business Direct Lines of Credit

See reverse for offer details.

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Record on Appeal p. 197

Summary of optional benefits available on your *BusinessLine* line of credit

Free automatic payment	Prevent late payments. At no extra charge, set up automatic payments to your <i>BusinessLine</i> account at your convenience. You determine the amount to pay.
Free <i>BusinessLine</i> ® MasterCard® cards	Up to 4 MasterCard® cards per account. Get up to four personalized <i>BusinessLine</i> MasterCard® cards for your account.
Free <i>BusinessLine</i> checks	Easy access to the funds in your account. Order free checks to use for any business need, such as paying a supplier, buying more inventory, or even upgrading equipment. Call 1-800-225-5935, 24 hours a day, 7 days a week.
Free telephone and online transfers	No charge to transfer funds. Transfer funds from your <i>BusinessLine</i> account to your Business Checking Account online or by telephone at no extra charge by calling our National Business Banking Center at 1-800-225-5935.
Wells Fargo Business Online Banking and Business Bill Pay	24 hour convenient access to your accounts. Access your accounts online for FREE with Wells Fargo Business Online® Banking. If you enroll in Business Bill Pay, you will be able to pay bills directly from your <i>BusinessLine</i> account at no additional charge at www.wellsfargo.com/biz .
Credit protection	Plan for a rainy day. If you're ill or injured and unable to work, credit protection benefits will defer your payments.
Overdraft protection	Avoid bounced checks. Link your <i>BusinessLine</i> account to your Wells Fargo business checking account and avoid overdrafts.
Rate protector	Avoid rising interest rates. Cap the current interest rate on your <i>BusinessLine</i> line of credit for 12 months from the date you enroll in the Rate Protector Program.

To learn more about any of these benefits, please call 1-800-225-5935, 24 hours a day, 7 days a week.

Important information about using these *BusinessLine* account checks

- Please be sure you have sufficient available credit before using any *BusinessLine* checks. If you're not sure how much credit you have available, check your balance online at wellsfargo.com or call 1-800-225-5935.
- These checks cannot be used to pay other Wells Fargo credit accounts.
- Transactions for this offer will not earn Wells Fargo BusinessLine Rewards® program points or other rewards points.

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Perry H. Gravely, Circuit Judge

Appellate Case No. 2018-002070

Wells Fargo Bank, N.A., ...Respondent,

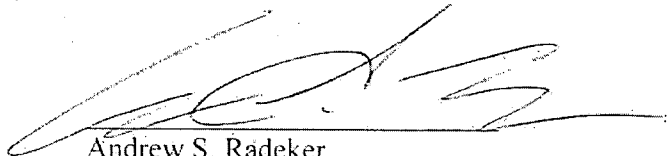
v.

D. Bruce Wolff, ...Appellant.

CERTIFICATE OF COUNSEL

I certify that the record on appeal contains all material proposed to be included
by any of the parties and not any other material.

Respectfully submitted,



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(803) 779-2211
Attorney for Appellant