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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Brian Gibbons, Special Circuit Court Judge

Case No. 2020-000021
Appellate Case Number 2020-000021

In the Matter of the Estate of Chris Combis

Desa Ballard, as Personal Representative of the Estate of Chris Combis.....Respondent,

v.

George Combis, Diane Combis and Chris Combis, Defendants, of Whom, George
Combis and Chris Combis are..... Appellants,

RECORD ON APPEAL

VOLUME IV

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1 MR. REDDING: Judge --

2 MR. TRUSLOW: -- for example --

3 MR. REDDING: -- to hurry -- to hurry it along, he's
4 got the exhibit up there. He could -- if he wants to, he
5 can submit a list of cites. We're going to do the same
6 thing, after the fact. You don't have to read it to her
7 and have her read it over. You already have the evidence,
8 it's just repetitive.

9 MR. TRUSLOW: I don't -- it's -- it's there for the
10 Court to read.

11 MR. REDDING: We agree.

12 THE COURT: All right. Thank you.

13 MR. TRUSLOW: But I was trying to make it more
14 convenient. I can move on. It's the first deposition,
15 it's the second -- I included what was pertinent to the
16 issues. And I can give you pages if it'll make it easier
17 or I can --

18 THE COURT: Yes, sir. Just give me pages.

19 MR. TRUSLOW: All right. On the first of George's
20 depositions it starts at page twenty (20) through twenty
21 eight (28).

22 THE COURT: All right.

23 MR. TRUSLOW: Seventy four (74) and seventy five (75).

24 THE COURT: Yeah.

25 MR. TRUSLOW: Seventy seven (77), one thirty (130),

THIS TRANSCRIPT WAS PREPARED FOR DAVID REDDING AND
JOSEPH PELLINGTON, ESQUIRE

1 one thirty two (132).

2 THE COURT: All right.

3 MR. TRUSLOW: These are specific relating to that
4 issue.

5 THE COURT: Yes, sir.

6 MR. TRUSLOW: In the second deposition of George,
7 pages sixteen (16), eighteen (18), twenty five (25), forty
8 six (46), forty seven (47), seventy (70) through eighty
9 five (85).

10 THE COURT: And I have both depositions up here?

11 MR. TRUSLOW: Yes, sir. You have the pertinent
12 portions.

13 THE COURT: Thank you.

14 MR. TRUSLOW: And it's -- there's more, but those are
15 specific to the questions.

16 THE COURT: Yes, sir.

17

18 MR. TRUSLOW (resuming):

19 Q Regarding your attempts to gather information so you
20 could define with more specificity what you were
21 looking on. You asked for items specificity first,
22 then you served *subpoenas*, and requests to produce,
23 and they weren't produced?

24 A I served *subpoenas*. I don't recall if I served
25 requests to produce.

1 Q Okay. Well, I can go back to 2014. It was actually
2 in Probate Court --

3 A Oh.

4 Q -- got removed to Circuit Court.

5 A Back then I did, yes.

6 Q All right. Now, you're trying to get more -- you're
7 being asked by Mr. -- I mean, excuse me, Mr. Redding
8 about getting specificity. And I'm looking at Exhibit
9 2. Here's -- here you are in 2013 and you're writing
10 to their counsel and one firm is representing
11 everybody, but you're asking, (as read), "What -- what
12 happened to the watch, the silver dollars;" is that
13 correct? Did I read that correct?

14 A That was October. That was the week before I filed
15 the inventory. October 17, 2013.

16 Q And you -- then on the 17th you asked for the -- (as
17 read), "A list of pistols and provide information
18 regarding make, model, and such." Were they willing
19 to do that?

20 A No.

21 Q Did they indicate -- when the question was about the
22 watch, did they indicate that the Rolex was given to
23 George's son?

24 A That's one story I've heard, yes.

25 Q And George said that was in 2011. That was after Pop

1 died?

2 A Correct.

3 Q There are a couple of pistols -- and I'm reading what
4 their agent said, their attorney said, (as read),
5 "George has the pistols. He has those."

6 A I remember that.

7 Q He -- he said, (as read), "The silver dollars were
8 given to Diane as a thank you."

9 A I didn't remember that.

10 Q All right. But it's here, this is what their attorney
11 wrote.

12 A Okay.

13 Q And did you -- and I'm going to ask you about it in a
14 second. Were they willing to describe what they had?

15 A No.

16 Q How could you do more to describe them when they
17 wouldn't even cooperate and tell you what they had,
18 wouldn't give you a photograph, wouldn't describe
19 anything?

20 A I had to go to secondary sources.

21 Q Okay. Would they even give you the money that they
22 held in trust and you were the trustee, successor
23 trustee? Were they withholding it and then -- and
24 they admit that they're doing it?

25

1 MR. REDDING: Objection. That has nothing to do with
2 this hearing.

3 MR. TRUSLOW: All right.

4 THE COURT: Overruled.

5 WITNESS DESA BALLARD: There was -- when I became the
6 successor trustee there was three thousand nine hundred
7 dollars (\$3,900.00) in change left in the trust. And I
8 tried to get that money. And Mr. Bridgman told me he had
9 the check in his hands and then after I filed the inventory
10 he said he was not going to turn it over to me. It took me
11 several years, but when Mr. Redding got involved, Mr.
12 Redding authorized the bank -- I don't remember which bank
13 it was -- to release the funds to me.

14
15 MR. TRUSLOW (resuming):

16 Q Okay.

17 A But that was several years later.

18 Q When -- and I'm looking at November of 2013. When you
19 asked for this information did they say you were
20 unethical for seeking the information? And they filed
21 a petition to have you removed, which were --

22 A They filed --

23 Q -- rejected by the Court, by the way.

24 A -- several petitions to have me removed in several
25 courts.

1 Q I'm looking at another one from Charlie Bridgman. It
2 says, quote, (as read), "Doug asked me to provide you
3 an update on the pistols. I've had an opportunity to
4 discuss it with my clients, wanted to -- to clarify,
5 only two (2) of the pistols for which you're seeking
6 information were Pop's."

7 A I remember that.

8 Q Pop had another one, a chrome plated forty five (45).

9 A That -- that's where I got that.

10 Q (As read), "It remains our position" -- if I quoted
11 this correctly, this is what their agent says, (as
12 read), "It remains our position that the remaining two
13 (2) pistols were given to Diane during Pop's lifetime
14 and my client will maintain them." Were they willing
15 to let you see them?

16 A No, they didn't ever let me see anything.

17 Q Did you ask for photographs? Here you are in
18 November, for example, right after that, (as read),
19 "Provide us with photographs, serial numbers" -- much
20 less production -- "and how you got them and the
21 history of -- and a timeline." Were they willing to --
22 - to do this?

23 A No.

24 Q What more could you do? You -- you ask them. You
25 issued *subpoenas*, they ignore them. You file motions

1 to compel, their lawyer says he's not going to give
2 them to you. How can you describe them if they won't
3 let you ever see them? This is in 2013 and then we --
4 Judge -- Judge Gibbons issues an order in 2017.

5 A Correct.

6 Q Okay.

7 A I -- and I just -- I did additional research after I
8 realized what was going on.

9 Q All right. There's a dispute about guns. Is -- am I
10 reading this correctly? Here's Mr. Bridgman on
11 November 15, 2013. (As read), "The guns -- the same
12 for the guns. They're in the safe."

13 A That -- I -- yeah, that sounds correct.

14 Q Did they ever let you see them?

15 A Never.

16 Q All right. Did you ask again -- again for the make,
17 model, and serial number on those items that they
18 have? Even if they wouldn't let you see them, just
19 photograph them, give you the make, model, and serial
20 number. Were they willing to do it?

21 A No.

22 Q And in conjunction with this -- this is on a different
23 subject. Did you find out that Diane and George had
24 stolen four hundred and sixteen thousand --

25

1 MR. REDDING: Objection.

2 MR. TRUSLOW: -- dollars (\$416,000.00) --

3 MR. REDDING: Objection.

4 MR. TRUSLOW: -- in the trust?

5 THE COURT: Overruled.

6 MR. REDDING: Well, Your Honor, just real quick.

7 THE COURT: Well, hang on.

8 MR. REDDING: That's what --

9 THE COURT: Overrule the objection, but just for her
10 to answer the question. I'm familiar with the District
11 Court's order --

12 MR. REDDING: Okay.

13 THE COURT: -- on that. Yes, sir.

14 MR. TRUSLOW: All right. If I could --

15 THE COURT: Is that -- was that the basis of --

16 MR. REDDING: Yeah. I mean, we --

17 THE COURT: -- your objection?

18 MR. REDDING: -- tried that case.

19 THE COURT: The characterization of stole.

20 MR. REDDING: Yeah. And then --

21 THE COURT: I understand.

22 MR. REDDING: -- the case is tried, so --

23 THE COURT: Yes, sir.

24

25 MR. TRUSLOW (resuming):

1 Q All right. Next, I'm -- I'm going forward to January.
2 Tell me if I'm reading this correctly. And George has
3 an attorney and he's under -- there's an order here.
4 There's a no contact order from him contacting me, my
5 -- my son that was on active duty, I believe, my wife.
6 Did George write this letter? (As read), "If you keep
7 any information" -- it says, (as read), "I told you
8 before, stop wasting" -- and this is in caps -- "stop
9 wasting my money on your stupid need to know." And he
10 admits that they -- that there is a Rolex that Chris
11 has. Is that -- did I read it correctly?

12 A Yeah, but I'm trying to remember if I was copied on
13 it. This was from George Combis directly to you and
14 you forwarded it to me.

15 Q Yes.

16 A Yes.

17 Q Regardless of who may be entitled to it, are they
18 required to abide by Judge Gibbons' order to let you
19 see them?

20 A Yes.

21 Q Here we are in 2017, August. They were asking you
22 about maybe making a proposal regarding settlement,
23 but I'm not going to go into it. But before that, in
24 August, did you ask for a detail of when -- when and
25 how the lawyers became aware that they had given you a

1 fake Rolex watch?

2 A I believe I asked you to make that request.

3 Q All right. And did we ask it? And is that of record?

4 A Yes. I asked when Mr. Pellington particularly became
5 aware there was a fake Rolex that was delivered to me.
6 And you passed that question along to them and did not
7 get an answer.

8 Q Didn't get an answer and then he shows up on the 14th
9 with a -- with a watch?

10 A A real Rolex.

11 Q A real Rolex, but the -- the band had been cut down?

12 A Shortened.

13 Q Wouldn't fit a man?

14 A Right.

15 Q You said it wouldn't fit you?

16 A It wouldn't fit me.

17

18 MR. TRUSLOW: This will -- specifically, Your Honor,
19 this is a -- on August 30th email.

20

21 MR. TRUSLOW (resuming):

22 Q Did you ask them to admit that it was a fake Rolex
23 watch on August 24th?

24 A You asked at my request and copied them, yes.

25 Q Were they -- were they willing to admit that it was a

1 fake Rolex? And as a result, did you have to get --
2 bring in a jeweler -- respective jeweler here from
3 Lancaster?

4 A I did.

5 Q Did you ask them to -- to explain the discrepancy, why
6 when we're looking for a -- for a Rolex would we get a
7 fake? Did they respond?

8 A Not to my knowledge.

9

10 MR. TRUSLOW: I can go on and on, but this is -- it
11 says what it says.

12 THE COURT: Thank you.

13

14 MR. TRUSLOW (resuming):

15 Q All right. Photographs, there was some question about
16 photographs here.

17 A In the box?

18 Q Yes.

19 A I remember.

20 Q But if you go back and look at -- at George's
21 deposition of October the 11th, 2017, pages sixteen
22 (16), twenty six (26), and twenty seven (27), isn't
23 that when George produced the photographs?

24 A I remember George bringing a picture of a fake Rolex.

25 Q The photographs of what -- the pictures that he took,

1 those were produced on -- actually, on October the
2 11th, 2017; isn't that correct?

3 A They were produced -- we -- we started the deposition
4 in September 2017. He didn't bring anything. We
5 recessed so he could bring back the documents we had
6 *subpoenaed* and he brought back, I remember, one
7 picture of a watch that he brought back.

8 Q And then we had the hearing before Judge Gibbons that
9 was on November -- starting on the 13th through the
10 17th?

11 A That's correct.

12 Q And those pictures just got mixed up in here; is that
13 correct?

14 A I don't know.

15 Q All right.

16 A I just don't remember them being in the box when I
17 opened it.

18 Q Okay.

19 A I probably would have just shoved them aside to look
20 at the actual items.

21 Q The watch that Mr. Pellington ultimately brought, was
22 it engraved or was just the name scratched in?

23 A I could not see any engraving. Once I had it
24 evaluated there is engraving in it, but it's not
25 professional -- professionally done. There's hand

1 engraving by some layperson.

2 Q Was that -- I'm calling it rough, crude scratch --
3 scratching? Do you know who did it?

4 A I don't.

5 Q Do you know when it was done?

6 A I don't.

7 Q Was that consistent with the engraving that you were
8 looking for on the back of the watch?

9 A No.

10 Q Okay. All right. Questions were asked to you about
11 the -- the twenty five (25) automatic, it's a -- it's
12 called a Fraser. And I -- but that's not -- it was
13 clear to you that's not a twenty two (22)?

14 A Nothing was clear to me, except that was a cheap gun.

15 Q Okay. Well, you could look and see twenty five (25)
16 stamped on it instead of a twenty two (22)?

17 A You could.

18 Q Okay. All right. I did it. I confess. The Court
19 has the documents, but they were talking about whether
20 there was a misplacement of something. Was -- did
21 George indicate that he had them in the safe and the -
22 - the items were actually in Diane's safe, talking
23 about two (2) guns and other items?

24 A I've heard that version as well.

25 Q Okay. All right. There was a question asked to you

1 and them I'm -- I'll be done in three (3) minutes, I
2 think. There was mention of somebody named Chris
3 Chagaris?

4 A Yes.

5 Q He's an attorney?

6 A In North Carolina.

7 Q In North Carolina. He was a friend of George's? They
8 breakfast together and they play -- I'm -- of Chris --
9 Pop. He was -- he was a lawyer, they played cards
10 together and they went to breakfast regularly; is that
11 --

12 A Let me make this clear. Chris Chagaris' father and
13 Pop were friends.

14 Q Yes.

15 A Chris Chagaris grew up interacting with this whole
16 family.

17 Q Yes.

18 A So he -- Chris Chagaris had personal knowledge of
19 certain things that I discussed with him. He also
20 served as counsel to Superior Tile at one time. And
21 he's the one I got the stock certificates from.

22 Q All right.

23 A That's after Charlie told me there were no stock
24 certificates.

25 Q Okay. And that was another person you talked to about

1 the watch, which you now find that there are three (3)
2 actual Rolex's and a fake, making four (4)?

3 A I know there's a fake. And if you can believe any of
4 George's testimony there were a total of three (3)
5 that belonged to Pop.

6 Q All right. Well, now, one last thing. You know what
7 the -- we -- we know what the history is. You get the
8 fake Rolex, you get some coins, you get one cheap gun.
9 You attempted to -- well, through me, attempted to
10 contact counsel to find out what -- you know, what's
11 going on, basically; is that right?

12 A Yes.

13 Q Did you get a response?

14 A No.

15 Q Then you filed a rule to show cause, correct?

16 A Correct.

17 Q Now, when you file the rule to show cause did they --
18 well, when we wrote to them and asked them about the --
19 -- why are we getting a fake and where is -- where is
20 the real Rolex, did they disclose that there was a
21 real Rolex?

22 A No.

23 Q When you filed the rule to show cause did they
24 disclose that there was a real Rolex?

25 A No.

1 Q When the case was noticed for November the -- the
2 13th, did they disclose that there was a Rolex -- a
3 real Rolex?

4 A They sent a letter of some sort with a picture of what
5 appeared to be a Rolex attached to it that was part of
6 the settlement discussion, which I will not discuss.
7 But it was before the hearing and the rule to show
8 cause started.

9 Q It was actually afterwards, but it's a --

10 A Maybe it was after.

11 Q And it's dated -- it's dated the 13th, but actually it
12 came in that evening, I think.

13 A Oh. Okay. We -- we convened that day. We didn't
14 have a court reporter. I remember that.

15 Q Okay. I think that's all. Thank you.

16

17 MR. REDDING: Nothing.

18 THE COURT: All right. Thank you, ma'am. You can
19 step down.

20 WITNESS DESA BALLARD: Thank you, Your Honor.

21 (Complies.)

22 THE COURT: Uh-huh. All right. How many more
23 witnesses do you have, Mr. Truslow?

24 MR. TRUSLOW: If I can just consult with my client?

25 THE COURT: Okay. Yeah. Y'all take some time and

1 figure out what we're going to do.

2 MR. TRUSLOW: I think we're done, Your Honor.

3 THE COURT: You want to rest?

4 MR. TRUSLOW: Yes, sir.

5 THE COURT: All right. Petitioner rests.

6 MR. REDDING: Motion?

7 THE COURT: Yes, sir.

8 MR. REDDING: All right. I've got two (2) claims here

9 --

10 THE COURT: Well, how long is your motion going to be
11 before we -- do I need to take a lunch til 2:00?

12 MR. REDDING: No.

13 THE COURT: Okay. Go ahead.

14 MR. REDDING: I've got two (2) claims here. One is a
15 civil contempt and then there's criminal contempt. Civil
16 contempt standard is clear and convincing evidence.

17 THE COURT: Criminal contempt is beyond a reasonable
18 doubt.

19 MR. REDDING: Beyond a reasonable doubt. Civil
20 contempt is aimed at the parties. In other words, we've
21 done something to harm the parties about the case.
22 Criminal contempt, aimed at you, done something wrong to
23 the Court. So two (2) totally different things.

24 The -- as to the civil contempt, just want to stress
25 one thing and I'll return to it a couple times. It rises

1 from three (3) *subpoenas* and nothing else. Three (3)
2 *subpoenas* directed at three (3) different people. Watches
3 is Chris, coins is Diane, and George is the guns. None of
4 those *subpoenas* has any specificity whatsoever, none. And
5 we reasonably complied with each one.

6 Now, it's not true that they didn't do anything, as
7 Ms. Ballard says several times, by the date that they were
8 required to by the order they did produce what's in that
9 box (indicating). Although, now Ms. Ballard is calling
10 into question what's in the box. That's our side. That's
11 -- what's in the box went to Ms. Ballard's office. Her
12 contention isn't, though, it wasn't -- that it was late,
13 that's not her contention. Her contention is not that it
14 didn't contain items that we're -- that answered the
15 general description of guns, and coins, and watches, just
16 that they weren't the right ones she says. But if you look
17 at the *subpoenas* there's not enough specificity in those to
18 determine what it is that she's asking for. So there
19 really is no way to provide what she now seems to say she
20 wanted.

21 In fact, we didn't find out with any specificity what
22 she said she wanted until she made her motion for
23 sanctions, that was the first time. The motion for show
24 cause order was the first time that we saw actually what
25 she's looking for is a specific watch described with

1 particularity that she says Chris Combis has. Then we find
2 out with specificity what denomination and how the coins
3 were supposedly packaged. Then we find for the first time
4 with specificity what these guns apparently look like.
5 She's testified now as to how she went back and did all
6 these things, but much of the information she got she got
7 from Linda. So that was available to her when she wrote
8 the *subpoenas*. It was also available to her when she did
9 her initial inventory, but for whatever reason declined to
10 provide it.

11 To this day, I'm not clear how Chris Combis, who has
12 nothing to do with this case whatsoever, is only here
13 because he had the bad luck of his grandfather giving him a
14 watch, which watch we don't know. Your -- that's the only
15 reason that he's here. To this day, if you were to put him
16 in jail for civil contempt and he says to me, (as stated),
17 "How do I get out of here?" I have no idea because, to
18 this day, I have no idea what Desa Ballard says is the
19 right watch.

20 We have two (2) watches. The one in the box, which is
21 -- is platinum. She says it's a fake. She says everybody
22 should know that, but I don't know why she contends we
23 should know that. If you weighed them and you know -- you
24 know more than me about watches. I don't know how to tell
25 one from another. She says the gold one that we gave after

1 we got the motion for show cause we -- so, (as stated),
2 "Maybe it's this one. Is this the one?" to try to purge
3 it. (As stated), "That," she says, "is a real Rolex, but
4 it's not the right one." (As stated), "Well, how do you
5 know that?" (As stated), "Because I got pictures of Pop at
6 a reunion in 1987." Well, you looked at the pictures, Your
7 Honor. I can't even see what those -- I don't even -- you
8 can't tell -- it looks like a yellow watch, but that's all
9 I can tell. She has absolutely no evidence as to what that
10 original -- and that's the word she used --

11 THE COURT: All right. Talk to me about the -- I got
12 you on the watch.

13 MR. REDDING: Okay.

14 THE COURT: I'm so tired of hearing about this watch.

15 MR. REDDING: Me too.

16 THE COURT: Tell me about -- and that's -- I mean, I
17 have a good idea about the watch. Okay. Talk to me about
18 the -- the pistol/gun or -- and/or the coins.

19 MR. REDDING: All right. So you -- there are two (2)
20 pistols that have been produced for appraisal. There are
21 two (2). There's one in the box and, I believe, the Court
22 has the other. Those two (2) pistols conform to what's in
23 the *subpoena*.

24 THE COURT: No, there's only one pistol that's been --

25 MS. BALLARD: There's one pistol.

1 THE COURT: -- that's what's in the box.

2 MR. PELLINGTON: There's a second one, Your Honor,
3 that came out during the hearing. It's not in the box
4 anymore. It was my understanding that Ms. Ballard had
5 possession of it.

6 THE COURT: I don't recall that, but --

7 MR. PELLINGTON: Okay.

8 THE COURT: The record will be what the record is. Go
9 ahead.

10 MR. REDDING: All right. So there is a pistol. Ms.
11 Ballard asked for all firearms. That's a very broad
12 request. A -- this is the firearm that -- that George
13 produced. I don't know if that's the right -- honestly, I
14 don't know because I look at -- and I was in the Army for
15 nine (9) years. And I looked at her motion for sanctions.
16 I can't tell what she's after. There's not enough
17 specificity even now to produce what she says because
18 there's no serial numbers on that. Weapons have serial
19 numbers. There's no way, really, to know. And all of her
20 evidence is based on hearsay, double hearsay, and sometimes
21 triple hearsay after --

22 THE COURT: Talk to me about the coins.

23 MR. REDDING: All right. On the coins. Linda herself
24 when she testified -- the only person really to know, said
25 the last time she saw them was the year 2000. I mean,

1 that's nine (9) years before he died. Coins being
2 fungible, those coins could have ended up anywhere.
3 There's no competent evidence anywhere of what those coins
4 were at the time that Pop died because that's really the --
5 the nut of this whole thing.

6 There's really two (2) things that Ms. Ballard has to
7 prove to carry her burden of clear and convincing evidence.
8 First, that these things existed in the first place with
9 specificity. Not just a Rolex, or guns, or coins, with
10 specificity what they were. That they were in existence.
11 She hadn't done that. Second, she has to prove that they
12 were in Pop's possession when he died. The biggest hurdle
13 they have to that is when Pop died he didn't live with
14 either three (3) of these people. He lived with Linda
15 Combis. That's the most logical and reasonable place for
16 his personal items to be. I don't see any *subpoenas* from
17 Ms. Ballard to Linda Combis saying, (as stated), "Produce
18 all these items." It's more logical that they'd be with --
19 with her than they would be with my clients. She has no
20 competent evidence. No one's come to Court to testify as
21 to any of those things ever being in the possession of Pop
22 when he died. He could have sold the watch, if it existed.
23 He could have given the guns to somebody or hidden them,
24 which Linda Combis said that Pop was in the habit of doing.
25 He could have given away the coins, which she said he was

1 in the habit of doing. There's just no evidence that at
2 the moment Pop died these specific items were in the
3 positions of -- possession of any of my clients.

4 Without those two (2) things there really is no way
5 for Ms. Ballard to carry a burden. And I'm not saying -- I
6 mean, I think she thinks that I'm picking at her about
7 this, I'm not. It would be nearly impossible for anyone in
8 her position when you take somebody who dies in 2009 in
9 South Carolina and the estate isn't opened for four (4)
10 years -- for four (4) years, it would be almost impossible
11 for anyone, with memories being what they are, for a guy
12 who didn't make lists of anything he had. I mean, in the
13 trust when it says property there's a picture of a dollar
14 bill. For whatever reason, he didn't write anything down.
15 We don't have any insurance schedules. We have no idea
16 what he might have had. I -- I'd sympathize with Ms.
17 Ballard. I understand how difficult it would be. I'm not
18 picking at her. I believe that she did everything she
19 could possibly do, but to -- for my clients to be in
20 contempt to produce something that they contend that they
21 do not have, that's the heart of contempt. Not only if the
22 -- it's not just whether they're willing, it's whether
23 they're able to purge the contempt. She hasn't proven that
24 they're able to do it because there's no proof that the
25 things ever existed in their position. And that is her

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1 burden to prove.

2 Now, I just want to address a couple of issues because
3 I think they're actually red herrings. It doesn't matter
4 if the Rolex is fake or not. Pop may well have died with a
5 fake Rolex on his wrist. That's the Rolex (indicating).
6 It -- if it turns out that the one produced was fake then
7 in our -- our testimony is, at trial, that that's the one
8 that was on his wrist. Mr. Truslow can put on witnesses to
9 dispute that.

10 In fact, Ms. Ballard doesn't need these items in her
11 hand now to proceed to trial. I would contend, if I was
12 representing her, that she's better off the other way. She
13 can bring in Chris Chagaris, and Tom Moore, and anybody
14 else who claims they've seen all these things to come to
15 Court. Chris Chagaris can come to Court -- I've seen him
16 do it -- put his hand on the Bible and say, (as stated),
17 "Yeah, it was a million dollar Rolex." I can't stop that.
18 It would be better for us to be able to produce knowing
19 this was the actual watch. I would say we can't do that
20 now because it would be an inconsistent position. We've
21 taken the position that the only watches we -- Chris ever
22 had are, first, the platinum one, the one in the box, and
23 second, the gold one. After the motion to show cause we
24 came and handed it to Desa in Court. That's -- that's it.

25 I mean, if Chagaris persuades the jury that -- I don't

1 know enough about watches to make up a hypothetical that --
2 you know, the -- the golden Rolex of all time was actually
3 on Pop's watch -- on his wrist the moment he died. Heck,
4 we've got to disprove that. They're not harmed in any way
5 by not having these documents or these -- these things to
6 appraise. It works to their -- it works to my client's
7 detriment if they successfully persuade the jury of those
8 two (2) things, but that's far different -- that's
9 preponderance of the evidence at the trial in front of the
10 jury.

11 At this point it's contempt, which is punitive. And
12 that's why there's the higher burden of proof of clear and
13 convincing. And they -- they're nowhere near that. The
14 only competence that they -- evidence they have that's not
15 hearsay comes from Lauren Combis, who is in the throws of a
16 divorce from Chris. and Linda Combis, who is in the midst
17 of a long, protracted battle with her brother. There's no
18 -- and those -- those two (2) parties -- and I'm going to
19 hand up a summary of their testimony at the end of this --
20 those two (2) witnesses' testimony on many occasions was at
21 odds with one another. So that's what we have.

22 I believe for us to go forward on this the Court would
23 have to find that there was contempt. Have to find that --
24 that they've carried their burden of clear and convincing
25 evidence of contempt. And then it would be our burden to

1 show, for whatever reason, not to -- that -- that you
2 shouldn't hold them in contempt. And I would say at this
3 point there really is no -- the Court's as -- as -- I think
4 bent over backwards to allow them with the transcript from
5 George Combis who may or may not testify. You have all the
6 evidence you could possibly see. And none of that evidence
7 is competent to prove by clear and convincing that these
8 things ever existed and they were in Pop's possession when
9 he died.

10 THE COURT: Thank you, Mr. Redding. Briefly, Mr.
11 Truslow? This is a motion for involuntary nonsuit under
12 Rule 41.

13 MR. TRUSLOW: I think the matter is for Your Honor.
14 The motion should be denied. I can explain it in more
15 detail if you -- if you need, but there's ample evidence
16 that this was not a simple mistake. What they want to
17 argue, one, is that we don't have -- we -- we couldn't
18 identify items with more specificity --

19 THE COURT: Talk to me as to criminal contempt.

20 MR. TRUSLOW: Sir?

21 THE COURT: Let -- talk to me as to your burden of
22 proving criminal contempt.

23 MR. TRUSLOW: Yes, sir.

24 THE COURT: Has your client or have you proved beyond
25 a reasonable doubt that these respondents should be held in

1 criminal contempt?

2 MR. TRUSLOW: Yes, sir. We -- we have.

3 THE COURT: Tell me why.

4 MR. TRUSLOW: Number -- number one, they say they have
5 -- I'm going to go with one of the obvious things. They
6 say they have two (2) watches. They said -- I mean, excuse
7 -- two (2) guns. They're in the safe, they won't provide
8 them. They won't let us photograph them. They won't
9 photograph them. They won't give us serial numbers so we
10 could trace them.

11 I think you're going to see in the record -- matter of
12 fact, I know you'll see in the record that it's replete.
13 That they won't give us the documentation so that we could
14 identify things with more specificity, but they do
15 acknowledge there --

16 THE COURT: As to my -- as to my order to compel is
17 why we're here. All right. Not the ongoing litigation --

18 MR. TRUSLOW: Yes, sir.

19 THE COURT: -- concerning this probate matter. As to
20 my order, which is in response to *subpoenas* not being
21 complied with, how have you carried the burden of proving
22 beyond a reasonable doubt?

23 MR. TRUSLOW: Well, by way of background, they --
24 they've established that there were two (2) guns and
25 they've only produced one that -- which is that -- that

1 twenty five (25) automatic.

2 THE COURT: Yes, sir.

3 MR. TRUSLOW: On the watches, if you -- if you -- when
4 you look at the transcript there was actually -- there were
5 actually what we thought was one Rolex watch, you ordered
6 them to produce it Your Honor. And I would suggest it's
7 more than simply parsing words for them to say, (as
8 stated), "Oh, we didn't know what you wanted, a -- a real
9 Rolex. We thought this -- this thing that you've been
10 fighting over for -- for now, six (6) years was -- was
11 sufficient." Again, they wouldn't provide any of the
12 documentation to show what it was.

13 George testified -- and you've got -- you have this in
14 -- in your -- in the transcripts, George said that his --
15 he had bought his father a watch and given it to him. His
16 father had given it back to him to give to Chris. And he
17 said he gave it to him in 2011 when he died in 2009. He
18 said his father had a second watch and George -- you'll see
19 during his deposition, he was holding out his hand. He had
20 a second Rolex watch that he said his father had -- had
21 bought. He says that's the one real Rolex he'd given to
22 his grandson, Carter, between his first deposition and his
23 second. And then we have his original Rolex. They
24 certainly -- Your Honor, it -- it defies all credibility, I
25 guess, it -- disingenuous to say they thought we were

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1 looking for a twenty five dollar (\$25.00) Rolex. We didn't
2 know how to make it more specific, Your Honor couldn't have
3 made it more specific. You know what -- I think it's clear
4 we all knew what we were looking for.

5 Now, when we -- we asked for it, they won't do it.
6 They won't honor a *subpoena*. We filed a motion to compel,
7 it comes to be -- to be heard before you. Your Honor, how
8 easy would it have been for them to say, (as stated),
9 "Well, we got the -- oh, I -- we got one, but we" -- they
10 didn't disclose that they had another one. And Your Honor,
11 I think that's very important as this is August. They
12 didn't disclose that there was another watch when we file
13 the motion to compel. They didn't disclose that there was
14 another watch when Your Honor issued the order. They
15 didn't indicate there was another one when they produced
16 the fake Rolex. Only when we actually, physically show up
17 in Court does Mr. Pellington come in with a second watch
18 that is a Rolex, but is attempting to resolve the whole
19 case then -- there. He cannot argue -- sincerely, it just
20 defies all logic for him to say, (as stated), "Oh, we -- we
21 held this back from when Your Honor issued the order until
22 we show up in Court." They should have done it long before
23 then. So we think we have sufficient evidence, gun, and
24 everything that we've said so far.

25 THE COURT: All right. Thank you. You know, this is

1 really not -- it's just this -- this matter is being tried
2 by me as to finder of fact and as the judge of law. It
3 would fall under Rule 41 inside the rules of civil
4 procedure, it's really not a directed verdict motion since
5 I am the trier of fact. It would be actually a 41(b) or
6 41© motion for what's called an involuntary nonsuit if the
7 plaintiff has failed to meet his or her burden at the
8 presentation of its case and the evidence. So that --
9 that's how I'm judging this case at this point in time.

10 The petitioner has rested. And after hearing the
11 arguments of counsel as to the Rolex I'm going to grant the
12 respondent's motion as to criminal contempt. I'm going to
13 deny it as to civil contempt. As to the gun and/or --
14 and/or pistol, I'm going to grant respondent's motion as to
15 criminal contempt, deny it as to civil contempt. As well
16 as to the coins, grant it as to criminal contempt, denied
17 as to civil contempt. I don't believe, in -- in this
18 Court's opinion and based upon everything I've heard, that
19 the petitioner has risen to the level of -- the highest
20 level of proof in our land of beyond a reasonable doubt.
21 So I, therefore, find that the petitioners failed to
22 sustain this burden of proof as to any alleged criminal
23 contempt on behalf of respondents.

24 However, I do find, based upon the evidence that's
25 presented in the record thus far, that the petitioners have

1 -- at least to get past the hurdle of hearing their
2 defense, if there was going to be any defense offered -- I
3 believe they have offered enough evidence to get past the
4 evidentiary hurdle to pursue the clear and convincing
5 evidence standard for civil contempt. Okay.

6 MR. REDDING: Thank you, Your Honor.

7 THE COURT: That's the ruling of the Court. Any other
8 motions at this time before we take a break?

9 MR. REDDING: Nothing from respondent.

10 MR. PELLINGTON: No, Your Honor.

11 THE COURT: All right. Thank you. We're going to be
12 down for an hour for lunch. We'll reconvene at 2:15.
13 Okay. Thank you very much.

14
15 (OFF THE RECORD FROM 1:14 P.M. TO 2:19 P.M.)

16
17 THE COURT: All right. We're reconvening after a
18 lunch recess. Mr. Redding, are you ready to proceed, or
19 Mr. Pellington? Who's going to be handling it?

20 MR. REDDING: I will, Your Honor. Defendant's don't
21 intend to put on a case other than to -- to put into the
22 record what happened right at the close of evidence before
23 we walked out of here. As the Court may recall -- well --

24 THE COURT: Let's deal with this. Thanks for
25 reminding me.

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1 MR. REDDING: Oh, okay.

2 THE COURT: All right. This -- this is what --

3 MR. REDDING: That's what I --

4 THE COURT: -- you wanted to talk about?

5 MR. REDDING: That's what I want to put on record.

6 THE COURT: All right. There is another pistol that
7 is in my possession that was dropped off this morning upon
8 entering the -- it has the date on it of 11/13/17 and --

9 MS. BALLARD: May I see it, Your Honor?

10 THE COURT: Yes. There's a Ziploc bag with the date
11 11/13/17 on it.

12 MS. BALLARD: This is the one I brought today.

13 THE COURT: Okay. And you handed that to security?

14 MS. BALLARD: Yes, sir.

15 THE COURT: And the security brought that to me?

16 MS. BALLARD: Yes, sir.

17 THE COURT: All right. Just leave that on the
18 evidence table then. And Y'all can decide what y'all want
19 to do with it. All right. And there -- there's another
20 pistol in the box.

21 MS. BALLARD: There is?

22 THE COURT: That's number three (3).

23 MR. TRUSLOW: Your Honor, I was going to -- I was
24 trying to look at the transcript and I -- I don't --

25 THE COURT: Hang on. There may not be. I don't know.

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1 MR. TRUSLOW: There is --

2 THE COURT: I'm fixing to find out.

3 MR. REDDING: I believe there's two (2) pistols, Your
4 Honor.

5 THE COURT: Okay.

6 THE LAW CLERK: Oh, it's not in here, now. Remember
7 these --

8 THE COURT: Oh, yeah. They took it. All right. They
9 -- can y'all go get that other pistol?

10 COURTROOM SECURITY: (Complies.)

11 THE COURT: Thank you.

12

13 (OFF THE RECORD DISCUSSION)

14

15 THE COURT: Cindy, can you take the gun out of the
16 box? That gun (indicating) out of the box, the one that
17 was just brought to you, and put that on the table right in
18 front of you.

19 COURTROOM SECURITY: (Complies.)

20 THE COURT: Okay. All right.

21 MR. TRUSLOW: May I -- may I have a look at --

22 THE COURT: Yes, sir. Y'all -- both the lawyers can
23 come up here and look at -- or all the lawyers can come up
24 here and look at both pistols.

25 ALL ATTORNEYS: (Comply.)

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1 (OFF THE RECORD DISCUSSION)

2
3 THE COURT: Okay.

4 MR. TRUSLOW: Yes, sir. I'm -- I was trying to look
5 for a record. Maybe Mr. Pellington can help us. I can see
6 that these two (2) guns --

7 THE COURT: Let's refer to them as pistols.

8 MR. TRUSLOW: Sir?

9 THE COURT: Let's refer to them as pistols.

10 MS. BALLARD: The one in the plastic bag is the one --

11 MR. TRUSLOW: The one in the plastic bag --

12 THE COURT: One is a pistol and the other one is a
13 pistol.

14 MR. TRUSLOW: Yes. Your Honor --

15 THE COURT: Right.

16 MR. TRUSLOW: -- this is dated -- this is in a plastic
17 bag, it says 11/13/13 on it. And this is -- this is the
18 one that was delivered to Ms. Ballard (indicating).

19 THE COURT: Correct.

20 MR. TRUSLOW: This one is -- it's not serialized in
21 sequence, but this one is the -- it's a Fraser (indicating)
22 and it's got a different serial number. It's got a zip tie
23 on it, but I don't -- quite frankly, I don't -- I don't
24 recall this being --

25 THE COURT: I don't know. It's almost -- been almost

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1 two (2) years.

2 MR. TRUSLOW: Yes, sir.

3 THE COURT: I'm just telling you that it was in the
4 box. Mr. Pellington?

5 MR. PELLINGTON: They were both in the courthouse when
6 the previous hearings were heard in November of 2017.

7 THE COURT: Okay.

8 MR. PELLINGTON: And they were both referred to in the
9 -- in the transcript.

10 THE COURT: Okay.

11 MR. TRUSLOW: Your Honor, I don't understand how that
12 could be. If one gun was delivered to Ms. Ballard and then
13 they've got a second gun in that they -- they've got in the
14 box somehow. I'm trying to find out how things got in
15 there.

16 THE COURT: I don't know. I -- I'm just going by what
17 was in -- what's been represented to the Court that was in
18 the box that was presented today that's in evidence. What
19 was in the contents of the box included that pistol, which
20 is not in the Ziploc bag. So now we have two (2) pistols
21 in -- in the courtroom. And I don't know what a Fraser is
22 as opposed to the other one.

23 MS. BALLARD: Your Honor, the conclusion of the
24 hearing in November of '17 you told me to take possession
25 of the gun, and the watch, and have them appraised, and I

1 did.

2 THE COURT: Okay.

3 MS. BALLARD: There were not two (2) guns at the time.

4 THE COURT: Okay.

5 MR. PELLINGTON: That's not true, Your Honor.

6 THE COURT: All right.

7 MR. REDDING: All right. And Your Honor, I would like
8 to point out that box is Petitioner's Exhibit. Petitioner
9 put that box into evidence with the contents of what were
10 in the box. I didn't do that.

11 THE COURT: Okay.

12 MR. REDDING: I went up to it and looked at it, saw
13 that Mr. Truslow -- pistol number one (1) was in that box,
14 he put it into evidence. Pistol number two (2) when we
15 argued that it existed at the close, Mr. Truslow got up and
16 said, (as stated), "There is no second pistol," at which
17 point the deputy came over and said, (as stated), "Ms.
18 Ballard gave me another pistol this morning." Now, I'm not
19 saying that something improper happened. I'm just pointing
20 it out to you that two (2) pistols were brought to Court.

21 THE COURT: Yeah. I'll make a findings either way
22 either. I -- I just -- I know that there's two (2) pistols
23 here. I think both -- do both sides agree that both those
24 pistols should be in evidence?

25 MR. REDDING: They are in evidence.

1 MR. TRUSLOW: Your Honor, when we left -- when we left
2 they had -- they've had possession of that box for the last
3 two (2) years.

4 THE COURT: Okay.

5 MR. TRUSLOW: And I don't -- I'm looking for -- in the
6 transcript, I'm at page one fifteen (115), it looks like
7 there's one -- one gun. And -- and Your Honor, properly,
8 designated Ms. Ballard to take it to -- so she could have
9 it appraised.

10 THE COURT: Okay.

11 MR. TRUSLOW: If there was a second gun in there at
12 the time that's something that I'm just not aware of. I
13 could look in the -- when I looked in the box today what I
14 saw was a Fraser -- it's a Bauer twenty five (25) automatic
15 with plastic handles that looked very, very similar to what
16 Ms. Ballard had. We had -- when we came into the
17 courthouse we provided it to the deputies, I assume,
18 without looking at the serial numbers on there, that it was
19 the one that had been provided to Ms. Ballard. Now, I'm
20 finding out there's a -- there's a second one.

21 THE COURT: Okay.

22 MR. TRUSLOW: In that case --

23 THE COURT: I'll -- I'll address the pistol issue with
24 whatever I decide to do in regards to this entire hearing,
25 but for now -- but that one is in evidence (indicating) --

1 I guess, both of them are in evidence now. The question is
2 who possesses them now, me --

3 MS. BALLARD: This one has not --

4 THE COURT: -- or you?

5 MS. BALLARD: Your Honor, this one has not been put
6 into evidence (indicating).

7 THE COURT: All right. Are you --

8 MS. BALLARD: That's the one I thought was --

9 THE COURT: -- moving that into evidence now?

10 MS. BALLARD: I don't know. Am I?

11 MR. TRUSLOW: Yeah.

12 MR. REDDING: They don't have -- their case is closed.
13 I'll move it into evidence.

14 THE COURT: All right. Good. All right. Both side -
15 - all right. That's without objection then. So both
16 pistols are now in evidence. All right. They're in the
17 possession of the Court. Okay. Now, having said that, I
18 guess, the second pistol needs to be appraised. Okay.

19 MS. BALLARD: I'll take it and do it, if that's what
20 you want.

21 THE COURT: All right. I'm ordering you, Ms. Ballard,
22 then to come retrieve second pistol.

23 MS. BALLARD: (Complies.)

24 THE COURT: Okay. She has retrieved second pistol.
25 I'm ordering that you have that appraised --

1 MS. BALLARD: Yes, sir.

2 THE COURT: -- provide that appraisal to opposing
3 counsel --

4 MS. BALLARD: Yes, sir.

5 THE COURT: -- and then you will return it to the
6 courthouse with the Ziploc bag just like you did that one
7 (indicating) with today's date on it.

8 MS. BALLARD: Yes, sir.

9 THE COURT: All right. The record is clear.

10 MR. REDDING: With that defendant rests.

11 THE COURT: All right. Good. What's that?

12 MR. REDDING: Defendant rests, Your Honor.

13 THE COURT: All right. Defendant rests. All right.
14 Anything else? Let's hear argument then. Come -- y'all
15 let me -- you've got the burden of proof, so you'll go at
16 the end Mr. Truslow. Let me hear from you, Mr. Redding.

17 MR. REDDING: Your Honor, I didn't put on any
18 evidence, so wouldn't I be able to argue last?

19 THE COURT: Okay. That's fine. Mr. Truslow? That's
20 correct. Nothing was introduced. All right. Go --

21 MS. BALLARD: Except the gun.

22 THE COURT: -- ahead. Well, here's the thing. You
23 know, since I'm trying this nonjury it really doesn't
24 matter to me who argues first or last. I'm going to let
25 y'all -- and out of fairness to both sides, if y'all want

1 to -- y'all can argue. Okay. I'm not putting any limits
2 on it. Y'all tell me what you want to tell me, and tell me
3 what I need to do, and why. I will tell you I'm not making
4 it -- just maybe cut to the chase. I'm not making any
5 decision today, obviously, because I have that appraisal
6 pending. In addition, I'm probably going to request both
7 of you to prepare proposed orders for my signature setting
8 forth the history and that kind of stuff. So in regards to
9 that you can kind of delineate your arguments accordingly,
10 but -- go ahead.

11 MR. TRUSLOW: Your Honor, I would point out to -- to
12 start with that if we're going to have this other gun
13 looked at we're probably -- I would expect we would try to
14 check the serial number, find out when it was purchased,
15 what the details are, and then we'd -- we're going to have
16 to probably come back anyway, so we might as well reserve
17 arguments for later rather than now.

18 Secondly, I'm not sure since you're sitting as a judge
19 alone, with all respect, unless you want us to tell you
20 something we think -- I -- I would suggest that the record
21 is -- the record is clear and I would rely on the record.
22 I -- if Mr. Pellington wants to talk, it seems later would
23 be better, but if he wants to do it now --

24 THE COURT: I mean, I guess the issue is do y'all want
25 to -- I guess, what you're asking is you want to have the

1 pistol appraised first to see what it is, what the serial
2 number is, what it's value is?

3 MR. TRUSLOW: I think so. I think that'd --

4 THE COURT: Okay.

5 MR. TRUSLOW: -- be the best --

6 THE COURT: And then -- and then y'all come back at
7 some future date and argue to me then, if -- if necessary?

8 MR. REDDING: Judge, I mean, the pistol's either worth
9 a thousand dollars (\$1,000.00) or a hundred thousand
10 dollars (\$100,000.00), that doesn't effect the argument.
11 That doesn't effect the burden of proof.

12 THE COURT: The contempt argument.

13 MR. REDDING: Yeah. That doesn't --

14 THE COURT: I understand.

15 MR. REDDING: -- have anything to do with it. You
16 know, we've been down here twice already -- three (3)
17 times, actually. So to come down here again just to argue
18 when I find out what they say the pistol's worth, it
19 doesn't matter to us.

20 THE COURT: That's -- that's -- okay. That's a good
21 point, Mr. Redding. That's going to be an issue for
22 whenever the --

23 MR. REDDING: Trial?

24 THE COURT: -- estate matter is heard. And we're
25 going to get to that in a moment when we have our status

1 conference on setting --

2 MR. REDDING: Yeah.

3 THE COURT: -- this matter for a final hearing to,
4 hopefully, resolve the underlying estate matter.

5 MR. REDDING: Yes, sir.

6 THE COURT: All right. But for the contempt matter,
7 tell me why I should hold them in contempt and what, if
8 any, remedies should be -- understanding that you're going
9 to be able to supplement this oral argument by way of
10 proposed orders. Go ahead.

11 MR. TRUSLOW: Your Honor, first, as -- as to this gun
12 being worth ten thousand dollars (\$10,000.00) or even a
13 thousand dollars (\$1,000.00), that's ludicrous, but what we
14 wanted to do was check the serial numbers and to see -- see
15 who purchased it and --

16 THE COURT: Okay.

17 MR. TRUSLOW: -- and when, under what circumstances.
18 There should be a record, unless it was a private sale.

19 THE COURT: And there is going to be a record. The
20 court order is going to be issued by -- you're going to
21 submit to me an order where I ordered Ms. Ballard as the
22 personal representative of the estate -- of the trustee,
23 excuse me, to have it appraised. And submit that
24 accounting of that appraisal --

25 MR. TRUSLOW: Yes, sir.

1 THE COURT: -- to me.

2 MR. TRUSLOW: Yes, sir.

3 THE COURT: We'll go from there. All right.

4 MR. TRUSLOW: If you want me to argue today, I -- I
5 will.

6 THE COURT: Yeah. Go ahead. Just -- just kind of
7 summarize why -- what -- what you want. What do you --
8 what do you want?

9 MR. TRUSLOW: We think that they ought to be held in
10 contempt of Court. They ought to pay legal fees. Your
11 Honor, also, I think it's under sixty one (61) -- excuse
12 me, if I can -- we -- you have the authority under 62-1-111
13 to award fees and costs in this proceeding since it's been
14 --

15 THE COURT: What -- what are the fees and costs?

16 MR. TRUSLOW: Your Honor, we're not through with the
17 case, so we -- it's -- it's a -- kind of a --

18 THE COURT: What are they today, just for this issue?

19 MS. BALLARD: Approximately, a hundred thousand
20 (100,000).

21 MR. TRUSLOW: It's somewhere between eighty (80) and a
22 hundred thousand dollars (\$100,000.00).

23 THE COURT: All right. Go ahead. I'm listening.

24 MR. TRUSLOW: Your Honor, when we started this case
25 Ms. -- Ms. Ballard -- I'm always reminded of the adage, (as

1 stated), "No good deed goes unpunished." What you had was
2 you had two (2) sets of lawyers that -- that were having
3 trouble working things out. Family didn't trust each
4 other. Son said, (as stated), "There's no more money."
5 Daughters say, (as stated), "How could that be?" We've got
6 the man who was the -- built Ericsson Stadium, Bank of
7 America, was the biggest and the best tile person in the --
8 in the southeast, according to the testimony.

9 We -- they couldn't figure it out that they were at
10 odds. They started the case in North Carolina. They --
11 Mr. Nosal was representing the -- the -- I'm going to call
12 them the sisters. They filed for discovery. And when the
13 motion to compel came to be heard, the -- Mr. Combis' side
14 -- George Combis' side moved the case to Federal Court.
15 What we learned in about the first six (6) weeks of law
16 school, you have a home state defendant -- you can't remove
17 a case to Federal Court when you're the home state
18 defendant. They were sanctioned appropriately. The matter
19 came back for the -- for the motion to compel. Then they
20 agreed to move it South Carolina and probate the matter.
21 That's when Ms. Ballard became involved because they
22 couldn't agree on what to do and when.

23 Your Honor, from the beginning there was a -- George
24 Combis was designated as a personal representative of the
25 estate. It was obvious why he didn't open an estate, but

1 that's -- that appears to be for the Federal Court. Ms.
2 Ballard attempted to do her job. She talked to everybody
3 she could think about -- to think of. She did a very,
4 very, very thorough job asking about what the assets were,
5 or why is this the way it is. At first, George and Diane
6 Combis were -- were very pleasant to deal with. There
7 wasn't any question, Your Honor.

8 And you've got the documents there. There's no
9 question that there were two (2) guns. There was no
10 question that there was a watch. There -- but what
11 happened is as soon as Ms. Ballard filed an inventory that
12 included a question about, you know, who owns the stock --
13 because they're looking for the documentation to -- to see
14 where a sale took place. (As stated), "What about this --
15 what about this four hundred and sixty two thousand dollars
16 (\$462,000.00) that's missing? What about this two hundred
17 and thirty thousand dollar (\$230,000.00) note that -- that
18 George and his -- that his company was supposed to pay
19 back?" It became obvious what had happened and why they
20 hadn't opened an estate.

21 We move forward, 2013. Ms. Ballard is involved.
22 She's, again, doing her due diligence trying to find out
23 what happened and why. Again, there are two (2) guns.
24 There's a watch. There's some -- some money or coins, but
25 we weren't sure how much. Counsel would make a big point

1 that we couldn't identify it. The reason was they wouldn't
2 tell us. We ask for photographs, serial numbers, anything
3 you could give us so we could describe it further. The
4 response we get -- and Your Honor has it before you -- (as
5 stated), "It's none of her business." George says he's not
6 going to do it.

7 We move forward. We're in Probate Court. They try to
8 have Ms. Ballard removed. They allege that she's unethical
9 and it goes downhill from there. They -- they lose. They
10 make the same arguments in North Carolina. They make the
11 same arguments before you and you made your finding that
12 she was doing things properly. So before we could have
13 another motion to compel -- compel heard -- she filed,
14 originally, in 2014 to try to get the documentation. They
15 wouldn't -- they wouldn't show it. They said, (as stated),
16 "Well, it's in Diane's safe. And we're going to maintain
17 possession of it." They wouldn't give us insurance
18 records. They wouldn't respond to *subpoenas* for the
19 records. They wouldn't produce.

20 We ended up in Federal Court, but this issue, Your
21 Honor, I want to make clear. The issue of guns, watches,
22 and such is not for the Federal Court. Judge Lewis made
23 that clear. Judge Anderson made that clear. They weren't
24 going to be a super Probate Court for those purposes, but
25 at the conclusion of the case -- Judge Anderson's taking a

1 hands off approach and he's going -- he -- he says, (as
2 stated), "Okay. We go back."

3 We go back to Probate Court where we were properly
4 supposed to go. We seek the information again, not a peep.
5 They won't do it. George and -- I mean, excuse me. Chris
6 and -- and Diane don't even show up for a deposition. They
7 don't move to -- as George did before Your Honor moved to
8 quash the -- to quash or to have that heard. They just
9 don't show up. So we go to Charlotte, they don't show up,
10 nothing -- you know, that didn't go anywhere. We get --
11 they -- we tried to take George's deposition, issue a
12 subpoena. They don't object to the subpoena -- and this is
13 significant. They didn't object. They just didn't produce
14 anything, but they objected to taking the deposition.

15 Your Honor ruled in our favor. We got to start taking
16 a deposition. Guess what? George didn't bring any
17 documents. You have it before you. He said, (as stated),
18 "Well, I thought it about it for about thirty (30) seconds"
19 -- and I'm -- I don't think I'm paraphrasing -- "I decided
20 I wasn't going to do it. It's none of your business."
21 Then as you'll see, he said, (as stated), "Well, federal
22 judges in North Carolina told me, you know, I didn't have
23 to do any of this." We drilled down, which you have before
24 you, and he admitted he had lied. He lied. It wasn't a
25 mistake, it wasn't an accident, he had absolutely lied.

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1 Then he said his CPA said it was none of our business. We
2 drill down on -- on that and it's just one thing after
3 another that they haven't shown respect for the courts.

4 They say Diane -- this is what Charlie Bridgman said,
5 their agent, (as stated), "Diane has these documents" --
6 excuse me -- "these -- these items in her safe." We say,
7 (as stated), "Well, at least -- how about" -- and you've
8 got it before you -- "at least photograph them." I asked
9 for a history. I give them a timeline of what we -- we
10 thought. And what we get -- as my son says -- (as stated),
11 "We heard crickets." Nothing. Doesn't respond.

12 Your Honor, Charlie Bridgman had gotten out of the
13 case at some point in time. George said he fired him. Mr.
14 -- they were -- George was representing, I think, the
15 corporations and himself in Federal Court for a while. And
16 you know how that turned out, can't -- can't do that. Mr.
17 Redding became involved. First, he was representing -- in
18 his *pro hac vice* that he's only representing Diane. I
19 would urge you, again, to read footnote three (3) from the
20 Fourth Circuit Court of Appeals about representing all the
21 people that -- at the same time. It became a moving
22 target.

23 We asked for this documentation. We asked to describe
24 it so we can get it. I don't take any joy in being here.
25 I'm sure the Court doesn't enjoy it either. I want this

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1 case resolved. My client wants it resolved, but you've got
2 to have cooperation on both sides and doing what we always
3 -- in my day -- called, (as stated), "hide the weenie,"
4 just give us the slaw and no -- and no meat. They give us
5 -- they give us one (1) -- one (1) watch, which is
6 obviously a fake. You've got George's testimony, Your
7 Honor, where he says there were -- actually there were
8 three (3) Rolex's and a fake. There was the one that he --
9 he -- Pop had bought one, he'd given one, and we've got the
10 one that Pop had had for a long time. And what they
11 deliver is the fake.

12 And I would suggest that -- I take -- I take my oath
13 very seriously. If -- if somebody says, (as stated), "I'm
14 looking -- Doug, I'm looking for the watch." And I said,
15 (as stated), "Oh, you mean the real one while I gave you
16 the -- the fake one?" Parsing words like that just doesn't
17 sit well. It's clear, I think, beyond any -- any doubt for
18 the purposes of this hearing that the Court was being --
19 not only were we being taken care -- taken advantage of and
20 toyed with, the Court system was, and more -- most
21 importantly, Your Honor was. Everybody knew what we were
22 looking for. We weren't looking for a twenty five dollar
23 (\$25.00) piece of -- a fake -- a fake Rolex. We were
24 looking for a real Rolex.

25 Your Honor, from the time this -- we filed the motion.

1 Well, we -- we asked for it, they didn't produce it. We
2 filed a motion to compel, they didn't disclose that there
3 were two (2). We came before Your Honor, they didn't
4 disclose that there were two (2). Your Honor, issued an
5 order, they didn't disclose that there were two (2). We
6 had a rule to show -- we had a rule to show cause, they
7 didn't disclose that there were -- there were two (2) or
8 three (3) -- three (3) -- what we now know as three (3)
9 watches. Only when we -- on the day we appeared for the
10 testimony do they say, (as stated), "Oh, here -- here is a
11 watch and if you'll drop everything we'll let you have this
12 one." Your Honor, it's far too little too late.

13 They knew what they were doing. Whether they had
14 provided a sealed box to their attorneys, and they just
15 passed it on, or whether they had gone through it? The
16 fact remains they knew what we wanted and they knew they
17 were giving us something other than what we wanted and
18 other what -- other than what the -- the Court had ordered.
19 If they had any question, if there was any confusion -- and
20 I think it's a rhetorical question -- wouldn't they --
21 wouldn't it make sense to ask us, or ask Your Honor, or
22 disclose that they've got two (2) -- two (2) watches? And
23 they don't. Your Honor, I think that's -- that's
24 abundantly clear that there was contempt. There was
25 contempt for Your Honor, contempt for the court system,

1 wouldn't allow Ms. Ballard to do her job.

2 On the guns you have before you, there's no question
3 they have a Rolex watch. They have two (2) guns. They say
4 they are in Diane's safe. She is the only one that has
5 access to it. The guns are there. We were assured and
6 reassured that they had them, but they just wouldn't
7 disclose what they were, what they looked like, serial
8 numbers, anything so we could -- we could trace these.
9 Then they provide one (1) gun. And again, it's the same
10 thing where they -- they don't come before Your Honor and
11 say, (as stated), "Oh, there's a second gun," or, (as
12 stated), "We overlooked this. We made a mistake. We're
13 sorry. Golly, it was a big safe, and there was a lot in
14 it, and I just missed it." None of that. They -- they
15 wait until -- til too little too late.

16 On the -- on the coins, Your Honor, quite frankly,
17 that's a little bit of a misnomer and it's a little bit
18 more difficult. The reason is it's because we ask them to
19 tell us what you have and they won't tell us. So we're
20 doing the best we can. We're concerned -- and you'll see
21 in the testimony about -- George had -- George had two
22 hundred thousand dollars (\$200,000.00) in cash -- cash,
23 cash. Seventy thousand dollars (\$70,000.00) --

24 MR. REDDING: Judge, you specifically --

25 MR. TRUSLOW: -- that he paid his father.

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1 MR. REDDING: -- sustained my objection to that
2 evidence.

3 THE COURT: Yes, sir. I understand. I gotcha.

4 MR. TRUSLOW: You've got the transcript, Your Honor.

5 THE COURT: Yes, sir.

6 MR. TRUSLOW: There's -- there's seventy thousand
7 dollars (\$70,000.00) and it goes on and on. And Ms.
8 Ballard's trying to get to the bottom of this. And what
9 we're looking for is we -- we first looked for cooperation.
10 You know, we ought to be -- we ought to help clients be
11 peace -- you know, be peacemakers. We ought to help them
12 get to a resolution and not play games. When they won't do
13 that, we have rules. We seek information, they -- they
14 won't play by the rules, so we come to Your Honor. And you
15 issued an order.

16 It's problematic because -- because it -- it's been a
17 constant moving target where they're not providing
18 information. And Your Honor can clearly -- from the
19 evidence, and -- or lack of cooperation, Your Honor can
20 clearly draw an inference on two (2) levels: not testifying
21 and not producing. The inference in the testimony would
22 not be favorable at all to the -- I'm going to say the
23 respondents, defendants.

24 I think I've worn out -- I may have worn out my
25 welcome. I --

1 THE COURT: Well, two (2) of the respondents
2 testified. Mr. Combis --

3 MR. TRUSLOW: Yes.

4 THE COURT: -- did not testify. You are correct. I
5 can adversely infer from his lack of testimony. This is a
6 civil proceeding. I've already ruled on the criminal --

7 MR. TRUSLOW: And --

8 THE COURT: -- aspect. But I can get -- I can -- if
9 I'm going to, I can exact an adverse inference to his
10 testimony, what his testimony would reveal. And I'll
11 consider that as I decide what I'm going to do.

12 MR. TRUSLOW: And -- and Your Honor, that -- I'll
13 bootstrap one other thing and then I'll -- I'll sit down.
14 One of the reasons that there was the -- very, very
15 concerned about this because we had -- we had this -- it's
16 not only evidence, but a finding of misappropriation of
17 what was then in 2007, five hundred and sixty two thousand
18 dollars (\$562,000.00) --

19 THE COURT: Is that the matter -- that's the matter
20 that went in front of Judge Anderson?

21 MR. TRUSLOW: Trust. Yes. They stole the money.

22 THE COURT: In Court of Appeals --

23 MR. TRUSLOW: They --

24 THE COURT: -- did what they did.

25 MR. TRUSLOW: Yes.

1 THE COURT: Has that -- has that matter been resolved
2 yet?

3 MR. TRUSLOW: Yes, sir. With finality as it relates
4 to -- to Diane. She's -- she's the one that -- the
5 testimony was she -- she misappropriated it to pay off
6 their -- hers and George's personal debts secured with
7 their home. She did it at the direction of her -- of her
8 husband, but they stole it. He -- she stole it.

9 MR. REDDING: Objection. That's -- that's completely
10 improper.

11 THE COURT: All right. Sustained. I mean, I -- I
12 know where this is going. This is argument, but go ahead.
13 I mean, I've read the Court -- I've read the Court of
14 Appeal's decision. I know what they -- they did what they
15 did.

16 MR. TRUSLOW: With that --

17 THE COURT: I'm just asking has that been resolved,
18 that been complied with? We're not pending to cert in the
19 U.S. Supreme Court. Nothing was remanded to the District
20 Court, correct?

21 MR. TRUSLOW: Only one thing and that relates to
22 George's, or his company's, response -- he's the alter ego
23 of his company. We allege that relates to the two hundred
24 and thirty thousand dollars (\$230,000.00) that he owed the
25 estate, but he didn't open an estate. And if he didn't

1 open an estate, he didn't pay the money back.

2 The Fourth Circuit has determined that -- that went
3 back to Judge Anderson that the issue was a very narrow
4 issue as -- when the statute of limitations start. And the
5 money was payable thirty (30) days after death, but you had
6 to have somebody to pay it to. So it had to be payable to
7 a personal representative, Ms. Ballard, upon her
8 appointment, upon her identification that the money was
9 due, brought a lawsuit. So we expect that -- that will be
10 resolved in our favor --

11 MS. BALLARD: September the 16th.

12 MR. TRUSLOW: -- very soon. That's about five hundred
13 thousand dollars (\$500,000.00), so --

14 THE COURT: Okay.

15 MR. TRUSLOW: -- we're not talking about little
16 amounts of money. And then --

17 THE COURT: Okay.

18 MR. TRUSLOW: -- then we deal with legal fees in --

19 THE COURT: Sure.

20 MR. TRUSLOW: -- another context.

21 THE COURT: All right. Go ahead. Anything else?

22 MR. TRUSLOW: No, sir.

23 THE COURT: Thank you, Mr. Truslow. Mr. Redding?

24 MR. REDDING: First of all, Judge, I object to just
25 about everything he said because almost none of it was in

1 evidence. And almost none of it had anything that had to
2 do with watches, coins, and guns. And much of it was
3 scurrilous. I mean, to say somebody stole something when
4 there's a specific finding in another case about it, that's
5 just improper.

6 THE COURT: Yes, sir. I sustained --

7 MR. REDDING: So I -- I object for the record.

8 THE COURT: I sustained your objection.

9 MR. REDDING: Thank you, Your Honor. All right. Now,
10 as to what matters here because I didn't hear Mr. Truslow
11 say anything about -- hardly anything about what mattered
12 before the Court. He didn't cite you any law and he didn't
13 -- at the end of the day, he didn't tell you what he
14 actually wanted, which is the first question you asked him,
15 (as stated), "What do you want?" What is it that he would
16 like you to do about the situation that he claims has
17 arisen.

18 Now, first thing, just some law, which is all cited in
19 the brief, (as read), "Contempt can only exist when the
20 record is clear and specific as to acts or conduct upon
21 which the finding of contempt is based." I mean, it's got
22 to be clear and specific acts, regardless of all these
23 other things Mr. Truslow has brought up. It doesn't matter
24 if George Combis is the world's worst person, all that
25 matters is -- with respect to him -- whether or not he

1 failed to comply with the *subpoena*. As to him, it's only
2 about the guns. That's all that matters. Whether or not
3 the guns are specifically identified so that in response to
4 the *subpoena* they could be produced. And whether or not
5 they've proven that they were, in fact, in the possession
6 of Pop when he died, so I'd say Mr. Combis -- George Combis
7 could have them. I mean, there's just no evidence of that.
8 So there really is no way to get -- go forward on that.

9 Second, the second piece of law, (as read), "When the
10 petition for contempt reveals that its purpose is to
11 enforce the orders of the Court, that's civil contempt."
12 Mr. Truslow repeatedly just now argued criminal contempt
13 measures, how we've harmed the Court, harm -- none of that
14 is relevant now anymore because now it's just civil
15 contempt. So the only purpose of an order -- what he
16 should have asked you to do -- is to enter some kind of
17 order that would compel the Combis' to respond individually
18 to each *subpoena*. That's what he should have asked you to
19 do, to hang some sort of legal Sword of Damocles over their
20 head so they did it, so that you could compel a response.
21 He hasn't suggested to you what that would be, nor has he
22 suggested to you how my clients could purge the contempt by
23 producing something specific.

24 At this moment, I have no idea which watch is the
25 right one. I keep hearing Mr. Truslow, now, in his

1 argument and Ms. Ballard, when she was testifying, say, (as
2 stated), "They should know what we want." How the heck
3 could we know that? I mean, if you can't say, (as stated),
4 "This is the gun. This is the -- this is the make. This
5 is the model. This is the serial number. We believe you
6 have it." How can we prove a negative to prove that we
7 don't have it? I mean, it just -- it's illogical on its
8 face to do that. And yet, he hadn't even argued that one
9 way or another, what he would have you put in your order
10 that by a date certain that George Combis, for example,
11 produces a forty five (45) caliber M19 pistol -- pistol,
12 right? If he could do that. And -- and here's what it
13 looks like, here's what it -- if he could do that.

14 I mean, right now Chris Combis can go buy a brand new
15 Rolex off the shelf somewhere, the most expensive Rolex
16 there is, bring it in and Ms. Ballard could say, (as
17 stated), "Oh, no. That's not the one." There's no way for
18 him to purge his contempt. They -- Mr. Truslow could say,
19 (as stated), "Well, it's a bazooka that was actually what
20 we're looking for." I mean, it could be anything because
21 they don't specify what it is that my clients are supposed
22 to produce.

23 Now, that is why they did not carry their burden to
24 show willful disobedience. For there to be willful
25 disobedience there would have to be a showing of both of

1 those things. I want to pick up a theme that Mr. Truslow
2 repeatedly makes is we -- they always told us what it was,
3 we could figure it out for ourselves. And remind the Court
4 that in the verified petitioner request for rule to show
5 cause, the one I asked Ms. Ballard about, the one that she
6 admitted that she wrote for herself -- herself, she
7 included many specific factual allegations about the things
8 that she said she was seeking that she conceded that she
9 never put in the *subpoenas*, for the first time show up in
10 her verified complaint. I mean, that's the first we saw of
11 them.

12 Mr. Truslow says, (as stated), "Well, they brought in
13 this watch at the last second." No, we brought it in after
14 we read the -- after we read it. After we found out what
15 it is that she said they looked like, that's when the
16 second watch appeared. There's not -- there are no
17 shenanigans in that. There's -- there's nothing -- there's
18 nobody here trying to fool the Court. They're trying to
19 purge their contempt before there's a ruling. Mr. Truslow
20 would punish Chris Combis for trying to bring another watch
21 in that maybe is the right one. Now, testimony is that Ms.
22 Ballard, as soon as she saw it says, (as stated), "That's a
23 Rolex." How she knows? I don't know, but she -- (as
24 stated), "That's not the right one." What is the right
25 one? Still, at this moment, I don't know what it would be.

1 Now, as far as these fees go -- as far as these fees
2 go, that's part of their case in chief. I think during her
3 testimony Ms. Ballard said at some point in time she's
4 going to be seeking fees and -- and put -- I guess, would
5 put in an affidavit, that's how you've got to do it. I got
6 the right to confront her on that affidavit. I didn't
7 really understand what he meant, but it sounded like Mr.
8 Truslow said there's eighty (80) or ninety thousand dollars
9 (\$90,000.00) worth of fees arising from this hearing? I
10 mean, I get a chance to cross-examine her on the
11 reasonableness of those. How could -- how could -- that
12 could possibly be. Besides, it's not her fees that are at
13 issue, it'd be Mr. Truslow's fees that are an issue. They
14 don't even have the right person.

15 If they were going to put it in they would have to
16 follow what comes out of the case of Enoree Cannon 385 S.C.
17 643. And in that case a finding of fees was specifically
18 overturned because there was no evidence of the fees in the
19 case in chief. It has to be put in. They failed to do
20 that. I don't know if it was their intention to do it,
21 they weren't ready to do it, none of that even matters. It
22 just kind of explains why Mr. Truslow wants to come back
23 another time and put on even more evidence. I mean, how
24 many days have we been down here on what is a very simple
25 issue? Whether or not the watch existed, whether or not

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1 the pistols existed, and whether or not the coins existed
2 with sufficient specificity, so that they can then prove at
3 Pop's death these folks (indicating) had them. And they
4 simply cannot do that.

5 Everything else is just an effort with a repeated
6 allegations about -- as far as conduct, my conducts,
7 unethical conduct by me, by Mr. Pellington, by any lawyer
8 that's ever represented these folks. It's just an effort
9 to persuade the Court that it should do something, but
10 still, at this moment, I don't know what it is Mr. Truslow
11 would ask you to do. You have the power to enter an order
12 to compel the Combis' individually with each individual
13 *subpoena* to do something, but I -- you alluded that you're
14 going to ask us to write orders. I don't know what I would
15 put in it. I don't know what -- how I'd identify the
16 watch. I don't know I'd identify the pistols. It's --
17 it's unclear to me how I'll do that.

18 So I would contend to the Court that you could end up
19 putting them in jail until they produce something that
20 either they don't have or can't prove they -- that they
21 even turned over. That's just not the appropriate remedy
22 for this. If the Court were to find, for some reason --
23 and I would contend that there's not sufficient evidence of
24 this either -- that there was a discovery abuse -- because
25 that's what we're talking about, a -- it's discovery. It's

1 -- it doesn't go to the heart of anything else, just
2 discovery. *Subpoena* were made, responses are insufficient,
3 the Court has Rule 37 before it, the Court could do
4 something under that. The would be the most. Contempt is
5 just not in view here.

6 So we would ask the Court to dismiss that motion going
7 forward. Where we are with the case is there should be a
8 trial -- I suppose there will be -- of -- of these three
9 (3) very narrow issues. The plaintiffs can put on their
10 evidence. Mr. Chagaris can testify about the -- about him
11 seeing Pop wearing a watch at breakfast, or whatever he's
12 going to say, and the jury either will or will not believe
13 that. Ms. Ballard can actually bring somebody to Court who
14 can testify with competent evidence, if they can get him
15 qualified as an expert, to say, (as stated), "I understand
16 from Mr. Chagaris' description of the watch that it might
17 be this watch. And if it is, this is what it's worth. But
18 in fact, this is what it would have been worth back in the
19 day," -- because he'd have to do that. That would all be
20 fine for trial and that's where we are.

21 That -- at this point in time, none of that would be
22 right. We should go forward to trial. If they can prove
23 that case, great for them. But what they haven't done here
24 is proved contempt and we'd ask you to dismiss that motion.

25 THE COURT: Thank you, sir. Anything in reply? And

1 again, if he -- if he wants to, I'll come back to you as
2 well. I'll let y'all --

3 MR. REDDING: Sure.

4 THE COURT: -- have -- both have a say --

5 MR. REDDING: I think I've said my piece.

6 THE COURT: -- and a bite of the apple if you want to.
7 Yes, sir?

8 MR. TRUSLOW: I think we can address it in our
9 proposed orders.

10 THE COURT: Okay. All right. Well, here's what I'm
11 going to do. I alluded -- I did allude to this about
12 fifteen (15) minutes ago. Gentlemen, I'm going to ask that
13 y'all do submit proposed orders, proposed finding of fact
14 as to these matters presented. And of course, y'all both
15 made very persuasive and eloquent arguments as to your
16 respective positions. And I -- y'all are -- have lots of
17 really good lawyers in this -- in this room. Okay. And I
18 understand y'all may not like each other and that -- and
19 that's okay.

20 But I want you to set forth your view of the evidence,
21 and the law, and what I should do, and why in the proposed
22 order. And of course, I -- I've never been one just to
23 sign one order over the other. I usually just mix and
24 match, which is why y'all -- you know, try to, hopefully,
25 come up with something. And I want to think about this

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1 some more, so I will take it under advisement. Okay.

2 Anything else for the purpose of this hearing on this
3 matter?

4 MR. REDDING: Yes, sir. As to our proposed orders --

5 THE COURT: Yes, sir.

6 MR. REDDING: -- I believe the law requires that the --
7 - your findings be specific.

8 THE COURT: Yes, sir.

9 MR. REDDING: I mean, and that -- that should be that
10 way.

11 THE COURT: Yes, sir.

12 MR. REDDING: If either party is going to make
13 specific contentions about finding -- in other words, to
14 say this is what the evidence show, I would ask the Court
15 to direct us to cite it to the record itself --

16 THE COURT: Okay.

17 MR. REDDING: -- not just to say this is what he said
18 or she said, but to cite it to the actual record.

19 THE COURT: Yes, sir. All right. Anything -- yes,
20 Ms. Ballard?

21 MS. BALLARD: Your Honor, you asked me to do a
22 proposed order about taking possession of that gun and
23 having it appraised. And I will do a proposed order on
24 that. I wasn't clear whether you asked for a proposed
25 order on the *pro hac vice* and the requirement that they

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1 file with the Supreme Court.

2 THE COURT: He can do that one.

3 MS. BALLARD: Okay.

4 THE COURT: Because I -- that was his motion.

5 MS. BALLARD: Thank you.

6 THE COURT: All right. Yes, sir. Mr. -- thank you
7 for bringing that up, Ms. Ballard. Just -- Mr. Redding, do
8 an order. I had granted your motion for *pro hac vice* with
9 opposition and I said why I granted it. I went through the
10 requirements and I just required that you -- you know, *sua*
11 *sponte*, go ahead, pay the fee to the Supreme Court. And I
12 made that finding to allow you to go forward to represent
13 your clients today. I went ahead and granted that without
14 going through the proper process, and let them go through
15 the proper process on the back end. Okay.

16 MR. REDDING: Yes, sir.

17 THE COURT: Okay. Thank you. All right. Anything
18 else for the purpose of this hearing?

19 MR. REDDING: Negative.

20 THE COURT: All right.

21 MR. TRUSLOW: No, sir.

22 THE COURT: All right.

23 MR. TRUSLOW: No, sir. We've got it all --

24 THE COURT: Anything?

25 MR. REDDING: Yes, sir. What --

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1 THE COURT REPORTER: I'll push it.

2 THE COURT: There we go. Good. There we go. All
3 right. So and that way -- okay. Y'all get fifteen (15)
4 days after that because y'all pretty much have an idea of
5 what's in the record already. Okay. So I'm going to give
6 you til October 5th. Okay. That's sixty (60) days from
7 now to get the transcript, if you want one, and prepare
8 proposed orders. Okay.

9 Now -- and then, you know, I don't know how long it's
10 going to take for me to make a ruling. I hope it won't
11 take too long, but obviously y'all need that to decide what
12 we're going to do next.

13 All right. So anything else for this -- for this
14 matter?

15 (No response.)

16 THE COURT: All right.

17 MR. REDDING: Not -- not from defendant.

18 THE COURT: All right. This -- this matter is
19 adjourned. We're off the record.

20

21 (WHEREUPON, the hearing in the above-
22 entitled matter was concluded 3:03 p.m.)

23

24

25

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STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND) CERTIFICATE

Be it known that I, the undersigned Patricia A. Szoke, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing transcript represents a true, accurate and complete transcript of record of all the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, before the Court of Common Pleas for Lancaster County, South Carolina, so given on August 5, 2019, to the best of my skill and ability;

That I am not related to nor an employee of any of the parties hereto, nor a relative or employee of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action.

IN WITNESS WHEREOF I have here unto set my hand this 21st day of September, 2019.

Patricia A. Szoke

Patricia A. Szoke, CVR
 Official Court Reporter
 Notary Public for South Carolina
 My commission expires 8/17/2020.

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 JOSEPH PELLINGTON, ESQUIRE

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF LANCASTER
20140CP-29-00306

Desa Ballard, as Personal Representative of the Estate of
Chris Combis,
Vs.

George Combis, Chris A. Combis, Diane Combis

Winnsboro, South Carolina

December 18, 2019

Before the Honorable Brian M. Gibbons

APPEARANCES

For the Plaintiff: Douglas Truslow, Peter Nosal

For the Defendants: Ty McTier, Brian McCoy

Reported by: Michael C. Watkins

Official Court Reporter

1 THE COURT: Thank y'all for being here, glad we were
2 able to accommodate you and coming down here to the lovely
3 Winnsboro and Fairfield County Courthouse. I'll be glad to
4 hear from you. Mr. McTier, how are you?

5 MR. MCTIER: I'm doing all right, Your Honor, how about
6 yourself?

7 THE COURT: Yes, sir, good.

8 MR. MCTIER: Good morning, Your Honor. This is our
9 motion to reconsider your order for contempt. At this point
10 in time Braden Jones and I myself specifically only
11 represent George Combis so I'll be representing Mr. George
12 Combis. Mr. Brian McCoy is here on behalf of Chris Combis.

13 THE COURT: All right.

14 MR. MCTIER: Your Honor, we made a motion to reconsider
15 your contempt order, a few of the grounds, which really
16 they're all based on the basis that this is a discovery
17 issue. It initially started out with discovery documents, a
18 motion was made under Rule 37 and that turned into a couple
19 of day hearing. Our position, one, is if civil contempt is
20 the roof, the base of this house that we're in now is the
21 subpoena, and it was not specific. It did not say a
22 specific type of gun. Pop's trust documents did not set out
23 specific types of guns or contents of the safe because those
24 are the only two items that go to George Combis. Since the
25 initial subpoena did not have that information, once that

1 information came about Mr. Combis still did not have the gun
2 described in the petition, and it was not ordered to be
3 produced because he doesn't have it. And although you
4 dismissed the criminal contempt portions, the remedy that
5 you put under the civil contempt, it's our position that
6 that fine along with the remedy is really criminal contempt
7 in nature because you're using the authority of the Court to
8 vindicate the authority of the Court, and some of the
9 actions that you mentioned happened in front of you, and
10 that direct intent we contend is criminal in nature and not
11 civil contempt, and because that was dismissed, anything
12 that happened in front of you, we would contend, would be on
13 the criminal side and not on the civil side. When it really
14 comes down to it, the items that they're seeking my clients
15 didn't have and there was no order that said you had to
16 produce this specific item and I'm going to sanction you for
17 not giving that gun with the pearl grips, this rifle, okay?
18 Because you didn't make a specific finding as to those items
19 as to George Combis, I am going to find that you have had
20 possession of that and you have to give those items up or
21 you're going to be held in contempt, and because that didn't
22 happen, there was not enough evidence for that, it's our
23 position that you can't base contempt upon that ground. So
24 for those reasons we ask that you reconsider your order or
25 at least modify it as to charge. And with the contents of

1 the safe, Diane testified that George allowed her to get the
2 items out and Diane wasn't found to be in contempt, so
3 really I think it can only be based on the guns portion
4 because Diane was let out. As far as the attorney's fees in
5 conjunction with the ability to pay the fine, the way this
6 is set up, Your Honor, we contend is more in line with a
7 criminal contempt, because you're not telling them you have
8 to remedy a password of mine, I'm creating a new order to
9 pay a fine, then if you don't pay the fine then you're going
10 to go to jail. Because there's --

11 THE COURT: The fine being the fees you mean?

12 MR. MCTIER: The fees, right, and not --

13 THE COURT: Because I didn't order a fine. The Court
14 has the authority under civil contempt, as I understand, to
15 order a fine, incarceration or a combination, but I did not
16 do that. I just want to make sure the record is clear, I
17 did not order a fine. I ordered -- the way they can purge
18 contempt would be to pay what I considered to be reasonable
19 attorney's fees incurred with the prosecution of the action
20 to make the estate whole, I just wanted the record to be
21 clear to whatever appellate issues go up as to the intent of
22 the Court. Go ahead.

23 MR. MCTIER: Yes, Your Honor. And I believe you were
24 talking about compensatory contempt, which I do see your
25 point, Your Honor, in that. It's our contention that it has

1 to be directly related to the contemptuous conduct, which ...
2 would be George not producing a specific item.¹ But if
3 there's no finding as to George, who had that item --
4 because the only person who had any direct knowledge as to
5 these guns is Linda, and she admitted she didn't have any
6 knowledge about guns and the testimony just didn't line up,
7 and it's really, really old testimony along with the other
8 evidence that the Court looked at was hearsay testimony from
9 other individuals that were not present. It's hearsay and
10 it's old hearsay. And for that based on the only direct
11 knowledge we have of these guns, it's not enough to say
12 "George, you had access to these guns," because there's not
13 enough evidence really even under the preponderance of the
14 evidence, but definitely under clear and convincing to say,
15 "George, you had this 1911 pearl handheld gun, it's in your
16 possession and you're going to either give it up or I'm
17 going to put you in jail." That's normally how the contempt
18 goes. There's a finding that a specific item either was not
19 given up or was disposed of, but there's no evidence
20 pointing to that, and because of that we contend that the --

21 THE COURT: I put the cart before the horse.

22 MR. MCTIER: Right. That's really our basis on that
23 ground. And as far as the attorney's fees, I know Ms.
24 Ballard is an attorney and a good attorney, but she's a
25 party to this action and awarding her attorney's fees, we

1 contend, was not proper. As far as the court award, I do
2 not believe that being a personal representative you have to
3 be an attorney, I believe you can do that without being
4 counsel. Just because she is counsel, and she's a good
5 counsel, does not mean that you get to tack on a party's
6 attorney's fees, so we object on that basis and we ask the
7 Court to reconsider that. Also the items produced. There
8 are statements that those items were not the items
9 responsible, but that's it, that's what our client had.
10 They are not gun people, they just -- "Here is what we have,
11 here you go, sort it out, out of an abundance of caution
12 we're giving it up." So anything dealing with this second
13 gun that came into play, that second gun does not match any
14 of the descriptions, and really that was us telling our
15 client, "Anything you have you better give it up." And
16 there's still -- we looked at it, didn't believe it fit the
17 description but out of a sheer abundance of caution that
18 item was produced, and it still does not line up with the
19 description, and because there was no finding on that
20 particular item that it was not produced, that he had it or
21 that he somehow disposed of that, then any finding on
22 contempt based on that just does not flow. Under Rule 37,
23 which they initially moved under for fees, at the very least
24 we would ask for another hearing and to postpone the payment
25 until we figure out and look at the factors, the Cheapos

1 Truck Stop factors to determine, okay, what items of
2 contempt are you finding and how does it relate to the
3 attorney's fees, and kind of break it out, and Rule 37
4 actually of the South Carolina Rules of Civil Procedure
5 allows for that. Another basis for our motion is deposition
6 testimony was entered against George, and because this fee
7 is so high and it's -- it looks so much like criminal
8 contempt -- I know we disagree on that, but George's
9 deposition testimony coming into this particular proceeding
10 we contend was error just based on that and the nature of
11 the contempt. Also in our motion there are no citations to
12 the record as to George and also to Mr. McCoy's client,
13 Chris, although with Diane there's specific citations in the
14 record. Based on the cases you have to find specific facts,
15 and if the Court does uphold its order we respectfully ask
16 the Court to identify which parts of the transcript actually
17 amounted to a contempt so that way we could pinpoint on
18 appeal. And I believe -- I was not there that day so don't
19 hold me to this, but I believe you said something to the
20 effect to make sure you had specific citations to the
21 record. And although it has it for Diane, at the very least
22 we would ask that the Court pinpoint the citations for the
23 record that base the contempt, so that way on appeal we can
24 address, okay, this person said this and it led to your
25 decision. And other than -- we also addressed the Taylor

1 Factors. The Court addressed two, three and five of the six
2 Taylor Factors, but did not, in our opinion, address one,
3 four and six, which are the -- and this is Taylor versus
4 Medenica, 331, South Carolina 575. And the factors that
5 were not addressed in our estimation are the nature, extent
6 and difficulty of the case, four, the contingency of
7 compensation, and six, the customary legal fees for similar
8 services. Now, really number four is the big one because
9 when you're dealing with contingency fees sometimes you're
10 kind of playing with house money in that you haven't
11 actually paid that amount. I get that it's time, it's not
12 completely a dispositive factor but it sure is important,
13 and we at least like to address that at a separate hearing.
14 And finally, this kind of ties in with the first argument,
15 the identification of trust property. We're dealing with a
16 trust, and that trust, the documents -- I draft these things
17 and I've learned a lot from this case about what to do and
18 what not to do with the inventory, a lot, and there's no
19 specific identifications of these items. I mean, that's a
20 no-no. It's not Ms. Ballard's fault, she did not draft this
21 estate document, but it is what it is. And it even goes
22 back further than the subpoena, you have the estate items,
23 then the subpoena, which was vague as well. And not only
24 that, but up until the petition we have no idea what items
25 we're working with, just gave them everything we had and

1 they were still found in contempt. Because the items -- if
2 it's their contention they're not the right items -- part of
3 the trust and they wouldn't form a basis for contempt under
4 this proceeding. For those reasons, Your Honor, we just
5 respectfully ask that you reconsider your order, or at least
6 trim it down and identify the specific issues for appeal.
7 And one last thing and I'll let Mr. McCoy address some
8 points as well, but depending on the timing of your order
9 and how this plays out there's a big payment coming up, and
10 also we believe we have a very good argument for the
11 criminal contempt just because it's close. I do understand
12 the Court's reasoning on that, but we would ask that until
13 we get this worked out that you would stay that payment, or
14 at least allow us to stay that while we appeal it.

15 THE COURT: And I'm glad you brought that up, I am
16 going to address that issue since the time is fairly near.
17 I know y'all have been working with y'all's schedules and
18 the Court has been working with its schedule to accommodate
19 this hearing. I know the request was made by you and
20 Mr. McCoy some months ago to have this hearing, about six,
21 seven, or eight weeks ago, and I'm aware of that and I'll
22 address that at the end once I hear from everybody.
23 Anything else on your behalf, Mr. McTier?

24 MR. MCTIER: That's it, Your Honor, thank you for your
25 time.

1 THE COURT: Before I come back to you, Mr. Truslow, you
2 can address -- because essentially it's the same motion, let
3 me hear from you, Mr. McCoy, and then I'll come to you and
4 then we'll talk about execution of the judgment and going
5 from there. Yes, sir?

6 MR. MCCOY: May it please the Court, Your Honor? The
7 last time I was before you related to these parties I was
8 not an attorney on this case, which I'll call the trust
9 case. Since then a potential conflict arose, I believe, and
10 so I now represent Chris and only Chris in this case. Your
11 Honor, as counsel for Chris and focusing on Chris, the only
12 aspect of this proceeding that relates to Chris is the Rolex
13 watch. And specifically, there was only one subpoena item
14 that related to Chris, and that said requested production
15 of, and I'm reading from your order, "The original Rolex
16 watch allegedly gifted to you by the deceased for
17 appraisal." So I think it's important to parse the language
18 of the request as we do with any contract or statute,
19 because the language is important. And in this case the
20 responsibility for the language and its discovery and
21 drafting the subpoena is on the party drafting it, which is
22 the trustee in this case. And so the language used, the
23 original Rolex watch, imports a couple of facts that were
24 known to the -- apparently known to the party requesting it,
25 and then had the right to be assumed by the party receiving

1 it, and that is because it says the original Rolex, that
2 indicates that there's more than one watch, and, in fact, we
3 know there was more than one watch, that's undisputed. And
4 it also indicates that they're only seeking one of the
5 multiple watches, and the one they're seeking, according to
6 the definition given, is the original Rolex. So the
7 recipient of the subpoena, Chris, probably in consultation
8 with counsel has decided, "What do I have to do in response
9 to this subpoena?" Well, you have to produce one watch, and
10 that one watch is the original Rolex. So what is the
11 original Rolex? The definition of original is first in
12 time. So Chris then, according to the subpoena that he was
13 provided, had to produce the Rolex that he got first in
14 time, and there was one, and that's the one that he
15 produced. There is no question, it is undisputed that that
16 Rolex watch was produced timely, not disputed. So the party
17 responsible for the language -- so then we find out later,
18 Judge, and I think it's found out -- well, we know it was
19 found out for sure when it's produced, which is about three
20 months later at the first hearing that you had on this
21 motion, the motion to compel, because it was produced that
22 day. So, again, out of an abundance of caution is what the
23 order says, a gold Rolex was produced. The first one, what
24 Chris deemed to be the original Rolex, was silver, and I
25 think we learned later, maybe at that hearing, that the

1 silver one is maybe not an authentic Rolex, but it says
2 Rolex, and the gold one is an authentic Rolex. So you need
3 to bear in mind, the language that was used requested the
4 original Rolex. I think all of the testimony -- or there
5 was no disputed testimony that that was the original Rolex,
6 the first in time that Chris had received, so he accurately
7 responded timely to the subpoena. There is some findings,
8 maybe a finding in the order that indicates some malfeasance
9 because Chris didn't say, or I guess maybe didn't raise the
10 question, "Oh, which one do you want? I've got more than
11 one here." But the question itself indicates they knew
12 there was more than one. It wouldn't have said the original
13 Rolex, it would have said the Rolex watch. If it would have
14 said the Rolex watch and Chris has more than one, then maybe
15 he had a duty to say "Oh, which one?" But they chose the
16 language and that's the language that you're parsing, and it
17 said the original Rolex. And again, the language. If they
18 wanted the gold Rolex they could have said the gold Rolex
19 and we wouldn't be here. We wouldn't have had any of these
20 attorney's fees incurred, it would have been the gold Rolex.
21 Okay. Now, there was a finding where you questioned, I
22 guess, whether or not he knew or should have known whether
23 it was a real or authentic Rolex, and I don't think you have
24 the information to make that decision, so we, of course,
25 would challenge that finding. But even if one was known to

1 be fake and another one real, they should have then asked
2 for the real Rolex. So really you've got to decide, the
3 party that did the language is the one that's responsible
4 for it. So even if he should have known there was a real
5 one and a fake one, he produced the original. They're both
6 Rolex watches, it says Rolex on it, that's in the findings
7 as well. So we just think in the heightened standard for
8 this -- so you held it's not criminal contempt partly based,
9 I think, on the report you got from the SLED investigation.
10 But in any event it's a heightened standard, it is clear and
11 convincing evidence as you hold, and you have to find it was
12 willfully disobeyed as you held, and you held that for Diane
13 on some of the things she was accused of. If you parse the
14 language to this and you hold the party responsible for it,
15 I respectfully suggest you couldn't make that finding that
16 this was contempt because they use the language, and that
17 language allowed the result that actually happened, the
18 original Rolex watch was produced and was produced timely.
19 And I will say, Your Honor, it seems to me that as a show of
20 good faith there were between the August 8th order -- oh,
21 let me add, Your Honor, the motion to compel order that was
22 your order of August 8th, that's what ultimately -- Chris
23 was held in contempt of, that order orders Chris, "It is
24 ordered that items sought for production in the subpoenas be
25 produced by August 15th." So it essentially didn't in any

1 way clarify or change the language used as the original
2 Rolex watch. So your order that he was held in contempt of
3 court just said comply with the subpoena, the subpoena says
4 the original Rolex watch, and we contend, of course, that he
5 complied with that. Even if, you know, even if the other
6 findings that we disagree with that he somehow knew or
7 should have known that it was a fake, even if that is a
8 valid finding, it doesn't change the fact that he still
9 complied with what the subpoena said, which is produce the
10 original Rolex watch and that's what he did. And anyway, I
11 was going to say I think it shows a sign of good faith. I
12 believe that between the August date and the hearing in
13 November of '17, so about three months later, there was
14 another petition, or there was some information produced
15 that indicated there was another Rolex watch that might have
16 been the subject of what they were requesting. So that
17 watch was brought to -- again, I'm reading from your order
18 because I wasn't there, you know, that watch was brought to
19 the November 2017 hearing. So again, it seems to me it
20 shows, okay, the gold watch may be in question, yeah, I've
21 got that one too, you know, out of an abundance of caution
22 he brought it. So my first argument would be under those
23 facts, and particularly, Your Honor, focusing on the
24 language used and the party that was responsible for that
25 language, I don't think there could be a contempt finding

1 under these facts, particularly in light of the heightened
2 standard of clear and convincing evidence, and the mental
3 state requirement that he willfully disobeyed it, just based
4 on that language that they chose to use in the subpoena that
5 finding could not be made. In any event, Your Honor, as you
6 say in the order elsewhere, the civil contempt is purged --
7 civil contempt is different than the criminal contempt -- is
8 purged when the order is complied with. So at the latest --
9 again, even if you still disagree about whether it was
10 contempt, at the latest the contempt was purged when the
11 gold watch was produced in November of 2017. And Your Honor
12 awarded attorney's fees for a period, based on the
13 affidavit, the attorney's fees ran from April of 2017 all of
14 the way to October of 2019. So again, even if a finding of
15 contempt you would agree that still stands, it certainly
16 would not merit or warrant attorney's fees after the time
17 the gold watch was produced, that's when the contempt was
18 purged. So we would certainly then argue again as a first
19 alternate that no fees should have been awarded after the
20 date the watch was produced in November of 2017.
21 Furthermore, Your Honor, we agree with the argument of
22 Mr. McTier that the trustee in this case, Ms. Ballard, while
23 is a respected attorney, she's acting in the capacity of an
24 attorney in this case, she is a trustee and therefore
25 awarded attorney's fees to her are not warranted.

1 THE COURT: Even if it's as my order states to make the
2 estate whole as a compensatory contempt vehicle? Because
3 that was the intent to award it to both, not only the
4 attorney for Ms. Ballard for contempt, but it was also the
5 intent of the Court to -- you know, because that's an
6 expense of the estate, and for the estate to be made back
7 whole and to be remedied that's why I ordered that, and I
8 thought that order made it clear. Do you have any further
9 argument on that?

10 MR. MCCOY: Well, perhaps, Your Honor. But I think I
11 will have to confess a little bit lack of facts on my part.
12 But I would argue that Ms. Ballard is entitled to whatever a
13 reasonable compensation that a trustee is entitled, but I
14 don't think -- in fact, we would disagree that that is an
15 attorney's fees, whether the rate should be same as attorney
16 fees. And I don't know that those fees that she seeks in
17 this case through her affidavit were actually paid by the
18 trust, I don't know. But I would argue that if Your Honor
19 is inclined to award her anything it would be reasonable
20 trustee fees, not reasonable attorney's fees.

21 THE COURT: Your position is protected in the record.

22 MR. MCCOY: Yes, sir, thank you. Another argument we
23 would have against the order is the joint and several
24 liability. In this case, Your Honor, it was pretty clear --
25 it's very clear -- it could be separated, it could be

1 distinguished, it was divisible. The only thing that Chris
2 was a part of this motion was because of the watch, so that
3 can be separated out, and I would say must be separated out
4 from any actions and later then fees related to George's
5 alleged conduct, and also separated out from Diane's fees,
6 and then later fees that are related to Diane's alleged
7 conduct. But as the order makes it joint and several, I
8 just think that's in error, because in this case certainly
9 the responsibility -- the alleged responsibility, the
10 alleged fault can be divided out, it's separate things, so I
11 think it must be separated out and identified individually
12 rather than joint and severally. And then finally, Your
13 Honor, on the attorney's fees, again I've made my argument,
14 I don't think any certainly can be awarded after the
15 contempt was purged when the watch is produced, that would
16 eliminate everything after the November of 2017 date. But
17 then even though the time prior to that that actually -- if
18 your finding of contempt remains and you're inclined to
19 award attorney's fees for that, you would need to separate
20 out, I mean, the attorneys would need to separate out the
21 time spent relating to the watch and Chris versus the time
22 spent relating to George and the items he was to produce,
23 and the items for Diane and the items she was supposed to
24 produce, which ultimately found wasn't contempt and
25 therefore that time would not be awardable at all. And I

1 just think it needs to be separated out that way, and I
2 contend -- I have their bill here -- that you can't do it,
3 it can't be done. And again, that's the burden of the
4 attorneys or the parties seeking the fees is the burden to
5 segregate it so that Your Honor can decide which ones could
6 be awarded, and when it's just not done they just don't get
7 it, it's not awardable. And, Your Honor, I will just join
8 in the arguments that were made in the brief and that Mr.
9 McTier made as they relate to my client.

10 THE COURT: All right, thank you. Anything else, Mr.
11 McTier, from you before I go to the other side?

12 MR. MCTIER: I'll wait on Mr. Truslow.

13 THE COURT: All right, thank you. And I'll give y'all
14 an opportunity to respond. Before I hear from the remaining
15 attorneys. Look, I can count -- I've been at this almost 15
16 years, it's hard to believe, and I can count on one hand the
17 number of times I've allowed oral argument on a motion to
18 alter or amend because I know how uneasy it is for the
19 lawyers, especially the ones asking for me to change my mind
20 or reconsider it, is to argue against what I did and why I
21 did wrong, I understand that, it's a lot easier on appeal to
22 do that. And so thank y'all for I guess towing the line so
23 to speak and getting right to the heart of the issues. So
24 anyway, let me hear the response of the non-moving party and
25 we will go from there.

1 MR. TRUSLOW: Your Honor, before I go into the body of
2 my argument I want to sincerely on behalf of all of the bar
3 thank you for your efforts on Judge Short's behalf and also
4 Mr. Santana, we all appreciate all you've done in this
5 magnificent effort. Your Honor, I'm reminded that this case
6 goes back to the time when George Bush was president, that's
7 how long this has been going on and it needs to come to an
8 end. The petitioner is incorrect in calling this a trust,
9 the issue before you related to the estate. The trust case
10 was tried before the federal court, the federal court
11 rendered its decision, the appeal went up, it was affirmed,
12 this is not part of the trust, this is part of the estate.
13 The estate case went back -- or a component of it went back
14 before the federal court, but the federal court has said
15 they weren't going to be micromanaging estate items relating
16 to things like guns and some coin collections and watches
17 and such, that would go back to Your Honor. It would
18 actually go back to the probate court. Now, why is this
19 important? Because in 2013 Ms. Ballard was selected as the
20 personal representative of the estate. She was required to
21 identify the asset, she did her investigation, they agreed
22 to pay her as personal representative a fee at a certain
23 rate. She was obligated to identify the assets, which she
24 did. She identified that the -- what we're dealing with
25 today really is watches and guns. They were required to

1 turn them over to Ms. Ballard but they refused to do it.
2 They first said they would do it, then they refused. They
3 indicated that she had them, not just one but they indicated
4 that they had them but they refused to honor their
5 obligation to turn them over to Ms. Ballard. They said they
6 kept them in a safe. Ms. Ballard repeatedly asked for them,
7 the response was they kept claiming that she was -- and I'm
8 glad to hear the attorneys be more complimentary of Ms.
9 Ballard and saying she is a respected attorney, which she
10 is, but she was acting as the personal representative, but
11 at the time they kept accusing her of unethical conduct and
12 it got worse and worse and worse, and Your Honor heard some
13 of that and issued an order and it was not favorable to the
14 other side. Ms. Ballard was trying to do her job. The case
15 ended up in federal court and then when this gets resolved
16 we go back to probate court, we ask them again to provide
17 the items, they won't do it. We had asked them again since
18 2013, "Hey, if you're not going to give them to us, which
19 you should do, or let us even see them, how about photograph
20 them? How about with guns they're all serialized, how about
21 that? If you've got a Rolex watch," which they say they
22 have, "show us that." Your Honor, they're fighting since
23 2013 about a fake Rolex watch? I mean, the light has got to
24 come on at some point in time that this is a substantive
25 important issue, there are a lot of legal fees that are

1 being incurred, a lot of fees that are going to be due the
2 estate and we're entitled to get to the end of it. They
3 wouldn't honor a subpoena and it's incongruous that they
4 would claim we couldn't identify things with more
5 specificity because they hold on to them but they're hiding
6 the ball so to speak. They won't show it to us. They won't
7 photograph it, they won't indicate a serial number so we can
8 follow through and follow the 4473's and find out about the
9 purchase, who bought it and when it was manufactured, what
10 kind guns they were and so on and so forth. When they
11 wouldn't -- I would say figuratively speaking having grown
12 up here in Fairfield County, we would say they wouldn't plow
13 a straight line, they wouldn't honor a subpoena we sought
14 relief from Your Honor. Your Honor would figuratively tell
15 them gently but forcefully what they're supposed to do,
16 comply with the rules, and what we got was we got from
17 George, George delivered a Saturday Night Special and a fake
18 Rolex. I'm not criticizing the attorneys at that point in
19 time, but I've heard what they had to say that they didn't
20 know, they were supposed to give the real things and they
21 only gave one gun, a cheap Saturday Night Special, but there
22 were two but they wouldn't identify them. At some point in
23 time the light has got to come on. You say in writing you
24 had the evidence, you say you've got two and you're to
25 produce one, what happened to the other? A watch? Oh,

1 there's -- because they got the communication because when
2 this thing was turned over to us -- and it was obviously a
3 fake Rolex. I remember Your Honor was able to heft it and
4 compare the two, we could see right away that it was a fake,
5 communicated that to counsel and what did we get?
6 Figuratively crickets, no response. I think we're -- I'm
7 not criticizing the attorneys, I'm guessing, or I'm
8 assuming, I think the presumption is is that George and/or
9 the son didn't tell them there was a second watch. Your
10 Honor, they had a long, long period of time from when this
11 fake Rolex and this one gun was produced and we complained
12 and we told them the specifics of what and why and how to at
13 least disclose what they had, turn it over to us. They knew
14 at that point in time that that was not the watch we were
15 looking for, and what they did was I remember, and it wasn't
16 Mr. McTier, but their attorney came in and said, "Oh, this
17 is a watch. Oh, you're not looking for a fake original
18 watch, you're looking for a real one?" Oh, well, here is a
19 watch." And, Your Honor, they were the ones that put in the
20 SLED report, which was not at all favorable to them. So,
21 Your Honor, you had George's deposition testimony that came
22 in, showed you the utter disregard for the legal process for
23 Your Honor's order. You got it right. You got it right for
24 all of the right reasons and your order should stand. I've
25 used some terms that the colloquial because I grew up here,

1 because there is not much education in the second kick of a
2 mule, and they still haven't learned today, the case goes on
3 and on and we need to get this case resolved. Your Honor,
4 regarding the fees, Your Honor got it right. I brought a
5 case if you need to see it, but you've already gotten it
6 right under Miller that these were compensatory, these
7 weren't necessarily in the nature of fees. I can pass up a
8 case if Your Honor needs with -- it won't hurt.

9 THE COURT: Sure, just hand that to my clerk.

10 MR. TRUSLOW: I just pulled a case, but the one that's
11 referred to is the Miller case.

12 THE COURT: Just give me the name of it. What is it?

13 MR. TRUSLOW: It's Miller versus Miller, at 652
14 Southeastern Second 754.

15 MR. MCTIER: Your Honor, I've already cited this case
16 but I will just give this up.

17 THE COURT: Yeah, hand that to me. All right. Go
18 ahead.

19 MR. TRUSLOW: I'm sorry, Judge. Your Honor, while
20 we're on the attorney's fees issue, there was a timely
21 objection to a submission, this is also -- this is being
22 raised at this time and not -- it's not timely to argue that
23 at this point. They missed the point, Your Honor was
24 correct on the award that was made to compensate. Again,
25 Your Honor, I wanted to reference several things that were

1 argued. I reemphasized, they keep saying this is a trust
2 case and they're just mistaken, this is in the estate. It's
3 not part of the trust, that case was resolved by the Fourth
4 Circuit Court of Appeals favorable to my client, this
5 related to the estate and they're just mistaken. Your
6 Honor, the argument that they -- that they didn't have any,
7 knowledge or know what we were looking for, Your Honor had
8 the record that showed that we had asked for this -- it was
9 listed on the inventory and it was supposed to be turned
10 over to Ms. Ballard but they didn't. The attorneys said
11 that they had secured it, and they said they would turn it
12 over and I think they said they had it but then they later
13 turned it over to their clients and they were all
14 representing the clients together.

15 MR. MCTIER: I just want a time frame here.

16 THE COURT: Go ahead. I'll let him finish and then
17 I'll come back to you.

18 MR. TRUSLOW: Now I think they realized that that may
19 have been a problem and Mr. McTier and Mr. McCoy
20 respectively are here and I congratulate them for that.
21 Again, they want to argue about subpoenas without more
22 specificity but they wouldn't provide the documentation to
23 give it more specificity. We did the best we could. They
24 had it, they knew it, even when they knew there was a
25 problem they wouldn't specify it. They had it months on

1 months on end until we appeared before Your Honor in
2 November of, I think, '17 to produce it and didn't do so.
3 It's also noteworthy that, Your Honor, in support of what
4 you did then the decision that you made and the conclusions
5 you drew that George did not testify. I would congratulate
6 the attorneys for being wise not to call him given some of
7 his conduct in the courtroom trying to hold up his hand,
8 coach witnesses about things, and you had an opportunity to
9 see all of that. So Your Honor, one thing where I think
10 that the -- that the moving party might arguably have a
11 point but we can take care of it today is they're arguing
12 that there might be an overlay of criminal versus civil
13 contempt. I have a proposed order that's almost identical
14 to what you had, but we made sure that the -- take away any
15 argument that they might have regarding civil versus
16 criminal contempt, and I'll pass that up to Your Honor. I
17 am looking at the -- it's really the last two paragraphs.
18 So Your Honor, it was a civil contempt. In essence you have
19 the experience that a lot of judges don't, Your Honor, as
20 having served on the family court bench, and I've heard Your
21 Honor say, I've heard many family court judges tell people
22 that they own the keys to the jailhouse and they make the
23 choices and there are consequences. Your Honor, regarding a
24 delay.

25 THE COURT: Yeah, talk to me about a stay.

1 MR. TRUSLOW: Your Honor, we're opposed to it, and the
2 reasons are, as I said before, this started with George
3 Bush. There has been at least since 2013, they haven't
4 turned these things over to us, they wouldn't turn it over
5 then, they wouldn't turn it over throughout the proceedings,
6 they wouldn't turn it over with the subpoena, they wouldn't
7 turn it over when they were ordered to do it. You have an
8 order -- even when there was a rule filed for contempt they
9 didn't turn it over. They didn't turn it over until --
10 under mysterious circumstances until they came to court.
11 They've known what's going to happen. Your Honor, I would
12 also note that when they wanted to have this hearing they
13 originally said they couldn't do it before January and I was
14 saying, "Come on, we've got to finish this case at some
15 point in time, we don't want to see it go on and on and on."
16 There has to be a time when things are over and Your Honor
17 has been very -- you have the federal court's order, Your
18 Honor has been very understanding, judicial, patient, but
19 there comes a time when matters need to be concluded and
20 kicking the can down the road isn't going to be helpful to a
21 resolution. I'm at the point, maybe it's in my career, my
22 age, I hope I was always like this, you can have lawyers
23 that want to keep on litigating, you can have people that
24 want to get on to resolution. My client and I want to get
25 to resolution and putting it off isn't going to serve the

1 ends of justice in our respective opinion, but, of course,
2 the decision is yours. But that's our take on things, it
3 needs to be over with.

4 THE COURT: Thank you, Mr. Truslow. Mr. Nosal,
5 anything you want to add?

6 MR. NOSAL: Your Honor, I do want to kind of piggyback
7 on what Mr. Truslow said. From what I can tell, I might be
8 wrong, but I think these are lawyers number eight and ten
9 for the Combis', and I'm lawyer number one for Mary and
10 Linda, and Mr. Truslow is lawyer number one for Ms. Ballard.
11 I was there because I filed the paperwork. I walked the
12 petition to open the estate into Judge Estridge's office,
13 hand delivered it to them. They fought us on the fact that
14 Pops was a resident of South Carolina when he died. We
15 reached an agreement in Judge Estridge's courtroom where Ms.
16 Ballard, a neutral PR, would serve. We called a couple of
17 PR's, they declined, Ms. Ballard kindly agreed to do it.
18 There is an agreement where George and Diane consent to Ms.
19 Ballard, she agrees to serve as long as they pay her her
20 customary rate to serve as the PR, and they also agreed to
21 cooperate in the administration of the estate, and that was
22 in 2012, I think. And here we are again and they just keep
23 hiring new lawyers. Their previous lawyers say, "Yes, I've
24 got the guns in the safe. Yes, we're going to cooperate,"
25 and then they fire them and then they hire new lawyers and

1 their lawyers come into court and argue that Ms. Ballard,
2 while serving as a PR should be paid trustee's fees where
3 their clients have signed agreements to pay her her hourly
4 rate to serve as the personal representative and to serve as
5 the trustee, and it's just -- it has to end at some point.
6 I congratulate them, I think they're getting paid and that's
7 good for them, but at some point you can't just keep hiring
8 new lawyers to push this case to the right and hope that
9 Ms. Ballard is going to give up and go away, or hope that
10 Mary and Linda are going to die or that I'm going to get
11 sick of it, because we're going to keep showing up no matter
12 who shows up on their side. It's ridiculous, it's
13 absolutely ridiculous and it needs to stop. This should not
14 be stayed, it needs to stop now so we can close this file.

15 THE COURT: Thank you. Mr. McTier?

16 MR. MCTIER: A few points, Your Honor. Punish George,
17 make the estate whole. I get it, I understand where you're
18 coming from. I was there that day George held up his hand,
19 he made me angry. I saw a man who is broken and has his
20 sisters trying to put him in jail, that is where we are,
21 that is George Combis right now. I just -- until I put
22 myself in his shoes for just a second I was angry as his
23 counsel, then I realized his sisters on that stand tried to
24 put him in jail for items that may or may not be in someone
25 else's possession. The only reason that we're south of the

1 Frugal Macdoogal line is that Pop was living with Linda when
2 he died. He was a North Carolina citizen. George, Diane
3 and Chris were North Carolina citizens. The only reason
4 we're here today is he was there when he died. There's
5 ample testimony that his mind began to slip in his later
6 years, things were just all over the place. I'm not sure
7 if, someone can correct me if I'm wrong, is there one single
8 item that we turned over that they contend is a part of the
9 estate? I don't know. Everything we turned over, "No,
10 that's not it, that's not it." How are we going to satisfy
11 a demand where if they're just going say, "No, that's not
12 it," over and over and over? It's a game we can't win, not
13 here anyway. We think we can win on appeal just based on
14 the record. If there's a specific finding as to this
15 estate, it doesn't matter the estate or the trust is part of
16 the will so it's going to go into the trust anyway. And
17 they obviously had evidence of things that we didn't see
18 until after the order and the petition came down, "Okay.
19 Here the is the specific items, we still don't have them."
20 And going to Mr. McCoy's client just for a quick second,
21 even the watch they say, "That's not the right watch." Is
22 there anything that we've turned over that actually applies?
23 We think it does. But if they're just going to say, "No,
24 no, no," we can't win, we cannot win on this level. And
25 if -- we're going to feel comfortable at this stage going up

1 on appeal. But the purpose is in your contempt order, and I
2 get it, but to vindicate the authority of the Court that's
3 criminal content, and so it bleeds over into the criminal
4 ground and that part was already dismissed, that coupling
5 the enormous award in the attorney fees, I've never seen one
6 that big before, along with a jail sentence joint and
7 several, it's just too much for this case. Your Honor, to
8 make the estate whole. Now, judgment collection is under
9 way in North Carolina, it's going strong that they have at
10 least a chance of getting some property, so I don't know
11 what they're going to decide in the future. But as far as
12 that, I remember you said something at the last hearing that
13 really stuck in my mind, "I'm not going to have a North
14 Carolina Judge tell me what to do," and I kind of think that
15 argument goes the other way, which is you won't be able to
16 tell a North Carolina Judge, "Hey, I'm going to help the
17 collection efforts here versus in North Carolina where it
18 belongs with North Carolina citizens." So punish George,
19 make the estate whole. If that's really what the Court
20 wanted to do that would fall under the criminal side and not
21 the civil contempt, it just bleeds over too much. And I
22 heard George Bush a few times, that goes into our camp, this
23 is an old, old case. The memories are old. There's no
24 way -- I couldn't be able to recall what happened. My
25 clients, their clients, it's just we produced stuff, no

1 that's not it. I'm sorry.

2 THE COURT: Where were you in 2008 or 2009, Mr. McTier?

3 MR. MCTIER: I was at Southeastern Louisiana playing
4 baseball.

5 THE COURT: Not even in law school yet.

6 MR. MCTIER: Yeah, a long time ago.

7 THE COURT: I understand.

8 MR. MCTIER: Your Honor, for those reasons because you
9 can't tie it to specific items -- maybe I'm wrong. Maybe
10 there's items that they contend, "Okay, yeah, that is a
11 proper item to get over," I just don't think there is any
12 that we have produced and we can't win.

13 THE COURT: Thank you, sir. All right, Mr. McCoy?

14 MR. MCCOY: Yes, Your Honor. First let me stand
15 corrected. I'm a relative baby to this case as you know,
16 and I believe Mr. Truslow indicated that I incorrectly said
17 trustee and he's right and I apologize for that when I said
18 she was acting as her own trustee, I should have said
19 personal representative, I get them a bit mixed up. So I
20 acknowledge that and hope Your Honor understands my relative
21 newness to this case. There was also the discussions about
22 the history of this case. I understand that there is a
23 history to the case, but the issue we're here for today does
24 not have such a history. The subpoena was issued on
25 March 16th of 2017, timely objections were filed on

1 March 30th, 2017, two weeks later. May 15th of 2017 they
2 filed a motion to compel. August 8th, 2017, Your Honor
3 entered the order of the motion to compel, the MTC order,
4 which required them to produce the items asked for in the
5 subpoena by August 15th. On August 14th my client produced
6 the silver Rolex watch, the original one. Two to three
7 months after that in November of 2017 the gold Rolex watch
8 was produced. That's a fairly small time frame we're
9 talking about. And I didn't have time, of course, to review
10 the order that they submitted asking Your Honor, the
11 proposed order granting the motion for reconsideration, but
12 I can tell you at the top of page two, which is about as far
13 as I got says, "Similar to the second gun appearing during
14 these proceeding, the gold Rolex, which was produced during
15 these proceedings more than two years after production was
16 ordered, is shrouded in secrecy." That's not accurate. It
17 was produced within three months, the gold one, so that's
18 just not accurate, and maybe there's a comment. The
19 footnote in the Court's order found the gold watch that was
20 produced after the contempt proceedings began was, in fact,
21 the gold Rolex that belongs to Pop and Chris' possession at
22 the time the subpoena was served on them. Your Honor, I ask
23 you to separate out, of course, the watch, that's all that
24 Chris is involved in. He produced a watch. It sounds like
25 maybe they intended for their subpoena to say the authentic

1 Rolex watch, it didn't say that, it says the original Rolex
2 watch. So again it comes down to the language of the
3 proceeding, and there was a lot of conflating, I believe, of
4 the time periods involved and the items produced. Just
5 focusing on the watch, the original Rolex watch was produced
6 timely undisputed. The gold Rolex watch, which wasn't asked
7 for, certainly wasn't clearly asked for, wasn't properly
8 identified, was produced within three months. So there are
9 vast timeframes in this case I'm sure that I don't truly
10 appreciate, but the one we're here on and with respect to
11 the watch, it's a very narrow timeframe. And, again, Your
12 Honor, I would ask that you separate out the watch and just
13 focus on that. And one thing I want to add, and I think
14 Your Honor has commented on this, that there are serious
15 deadlines coming up and we would ask to the extent possible,
16 and I hope I'm not overstepping, that if we could have a
17 ruling prior to that time, of course, that would be very
18 helpful.

19 THE COURT: Sure. All right. Anything briefly? Very
20 briefly.

21 MR. TRUSLOW: Yes, sir. I'm not going to reargue, the
22 record is clear why there was a delay on multiple levels.
23 But what I did want to talk about was this, is the argument
24 that was made and it goes to the jurisdiction, they wanted
25 to suggest that Pop was not a resident of South Carolina.

1 Your Honor, in the record is the homestead exemption that
2 reflects that Pop was a resident of South Carolina. Number
3 one, this is where his home was, it was in Lancaster County.
4 Ultimately they fought and fought and fought back from when
5 Mr. Nosal was -- they litigated the case in North Carolina
6 where they ended up getting sanctioned there by the federal
7 court for delaying tactics. But when the case got back to
8 South Carolina they agreed that South Carolina was the
9 proper jurisdiction. They agreed to probate the matter in
10 Lancaster County. There was -- again, there was a homestead
11 exemption, this is where his home was and the argument that
12 would be made now that perhaps this Court doesn't have
13 jurisdiction --

14 MR. MCTIER: That's not the argument I made.

15 THE COURT: He's not -- he just mentioned that.

16 MR. TRUSLOW: If it were argued it ought to be just
17 dismissed out of hand, we're in the proper place for all of
18 the right reasons.

19 THE COURT: All right. Y'all let me speak for just a
20 moment and then we'll close the record on this and we will
21 go from there. All right, you know, let me start off by
22 saying, you know, like I mentioned about 15 minutes ago,
23 it's very rare for me to allow oral argument for motions to
24 alter or amend, or what lawyers call motions to reconsider.
25 There's really no such thing as a motion to reconsider, it's

1 called a motion to alter or amend under 59E, but everybody
2 calls it a motion to reconsider, and the reason being is
3 because usually I have all of information there and I've
4 thought about it and pondered about it. You know, this case
5 is very unique in that both parties submitted detailed, very
6 detailed proposed orders and I took a fair amount of time
7 going through each of those orders and inserting language,
8 adding some of my own language, and basically combining the
9 two y'all sent and me reaching my decision, and so that's
10 why I allowed the oral argument to go forward just to create
11 a good record. These are sophisticated parties on both
12 sides, okay? They have lived with this case like y'all like
13 to say since President Bush was in the White House, and so
14 being that there are sophisticated parties there's been many
15 judges examining in the record in this case. You know,
16 that's why I allowed the original argument because I think
17 there needs to be a clear record on everything and what the
18 intent of the Court was. I don't think anybody, at least I
19 hope not anybody because that wasn't my intent, can argue
20 that there is not a complete record for what I did and why I
21 did it. I mean, we've had numerous hearings on these issues
22 and I've allowed in stuff, I've allowed arguments on
23 objections. This is a perfect example of why we have
24 appellate courts, you know, why appellate courts sit in
25 three judge panels and so three judge can get together and

1 determine whether I made error or not. You know, I think I
2 got it right mostly. You know, some of the things that were
3 brought up this morning have made me pause and I am going to
4 take an opportunity to look through everything, all of my
5 notes again and read the stuff y'all handed up, and then
6 decide whether or not I am going to reconsider, alter or
7 amend anything previously in the order, but that's why we
8 have the appellate process. And, you know, being that this
9 case -- I understand your argument, Mr. Truslow and Mr.
10 Nosal, that there has to be finality, there has to be an
11 end, but I don't see how granting a stay would not be fair
12 to the other side here. I understand they may have lost in
13 the U.S. Court of Appeals, they may have lost in district
14 court, it appears they may have lost in this court, but, you
15 know, my ego ain't that big. I understand I make mistakes
16 sometimes, and that's why we have appellate courts, okay?
17 If I did something wrong here, as they think I did, they
18 have a right to have that reviewed. And, you know, this
19 is -- you know, contempt of court I don't take it lightly,
20 it's a very drastic remedy. Thank you for bringing up my
21 prior service as a family court judge, I dealt with that
22 almost on a daily basis, and yes, I put people in jail for
23 failing to pay child support, it was civil contempt. They
24 were able to purge their contempt by paying a certain amount
25 of money to release themselves from custody. That's a

1 drastic remedy. This is a civil case. While I had the
2 opportunity to create that good record for appellate
3 purposes, that was the whole purpose of me, and I think I
4 said this at the last hearing, pausing or taking a recess on
5 this case back from the fall of '17. I was hearing things
6 that concerned the Court as to the rights, the due process
7 rights of Mr. Combis and Mrs. Combis and Chris Combis,
8 that's why I paused. I was hearing details about alleged
9 breach of trust. I was hearing safe cracking details, which
10 is a felony in South Carolina which is punishable, I
11 believe, up to life in prison, or maybe 30 years. It was
12 serious allegations made so that's why I paused everything
13 and said, hold on, we're going to have SLED investigate this
14 and make sure there's no criminal activity going on. And
15 ultimately, of course, SLED did investigate this at my
16 request and found what they found. Of course, that's just
17 one of the pieces of this big puzzle that I tried to piece
18 together to come up with what I believe at the time that I
19 issued the order was an appropriate remedy. You are
20 correct, Mr. McTier, I didn't the evidence submitted, of
21 course, Mr. Truslow and Ms. Ballard and Mr. Nosal probably
22 don't agree with me on that, and that's fine, I didn't think
23 the evidence was submitted to prove criminal contempt
24 against your client, and Mr. McCoy, your client. But, you
25 know, at the time, and of course the order speaks for

1 itself, I did find that there were -- they were in civil
2 contempt. Anyway, here is what I'm going to do. Obviously
3 y'all have given me a lot to ponder on, let me cut to the
4 chase, I'm going to take this under advisement. Y'all have
5 been in front of me enough to know that I don't like to sit
6 on things for a long time, okay, because I agree, this
7 process needs to go forward. I certainly am
8 contemplating -- I knew when I issued the order there was
9 going to be an appeal, that's why I tried to make as good a
10 record as possible. So I'm going to say right now for
11 whatever it is, I'm not totally familiar with the appellate
12 court rules, whatever I do, and it may be January before I
13 decide this because we do have the holidays coming up and
14 y'all have all kinds of other things going on as well as I
15 do, obviously my decision stays implementation of the
16 effects of my order for them to pay by December 31st. I
17 will not have a ruling by then, I can assure you of that, or
18 if they don't pay by then to turn themselves in by
19 January 5th, we're probably going to be past that as well.
20 If I don't reconsider, alter or amend my order I have no
21 problem, and I will, you know, just staying the
22 implementation of that order pending appellate review. I
23 think that's fair considering the entire record of this
24 case. Again, I go back to these are sophisticated parties,
25 they have been there, done that. I am balancing the history

1 of this case, Mr. Truslow and Mr. Nosal, I understand y'all
2 want finality on it. But, you know, hey, they've gone this
3 far already, what's another couple of months, six months
4 going to be? So that's kind of the way I'm looking at it.
5 Because, you know, them possibly being subjected to being
6 incarcerated for, I forget the amount I ordered, 90 days,
7 six months, whatever it is, that's a big deal. And so
8 understanding that that is such a drastic remedy, the
9 lawyers, all of y'all have made excellent points, I have no
10 problem with an appellate review of what I did, and if I got
11 it wrong it will be a corrected, if I got it right they will
12 have additional time to do what they have got to do and
13 we'll see what happens, okay? So that's the order of the
14 Court at this point it time, I am going to take under
15 advisement and we will go from there and I'll be in touch
16 once I've made a decision.

17 MR. TRUSLOW: Your Honor, there is now another action
18 and we're attempting to serve George Combis when we filed,
19 there is a motion to allow us to serve attorneys. It
20 appears that he is ducking service once again and we're
21 having a very difficult time getting service. We filed a
22 request to be allowed to serve his attorney, it seems like
23 this is a convenient time to deal with it.

24 THE COURT: I can dispense with this in 30 seconds.
25 Mr. McTier, has your client authorized you to accept service

1 on his behalf?

2 MR. MCTIER: They're suing me personally so I can't
3 represent him. I'm more worried about ex parte
4 communications here, I don't think anybody here represents
5 George now.

6 MR. TRUSLOW: This is Desa Ballard versions Diane,
7 Chris and George.

8 THE COURT: Well, Mr. McTier does not appear able to
9 argue that today and I'm not going to deal with that, okay?
10 Okay. Thank you.

11 MR. MCCOY: For clarification, I mean, my client is
12 going to want to know what happened here today, do I
13 understand that Your Honor has decided to stay the
14 deadlines?

15 THE COURT: Yeah.

16 MR. MCTIER: Will you issue a form four or something to
17 that effect?

18 THE COURT: What's going to happen -- not to that, the
19 record is clear because I'm not making any decision today
20 other than to take it under advisement. While it's under
21 advisement by operation of law anyway and process, you know,
22 the order is stayed while it's under advisement. I'm simply
23 telling you, once I make my decision, and let's say I deny
24 y'all's motion, I'm not going to make them pay right then
25 and there, I will grant a stay then to the extent that I

1 still have jurisdiction. That's what I'm unclear about,
2 that's what I was trying to say, because once an appeal is
3 filed I think the appellate court looks at it. I know Ms.
4 Ballard knows, she's up there all the time, I'll let y'all
5 deal with that, my intent would be to stay the
6 implementation of my order until the appellate court tells
7 me what to do.

8 MR. MCCOY: Or until your further ruling on this.

9 THE COURT: Correct.

10 MR. MCCOY: Thank you.

11 (End of the hearing.)

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FILE COPY

REVOCABLE TRUST AGREEMENT
OF
CHRIS COMBIS

CULP ELLIOTT & CARPENTER, P.L.L.C.
227 West Trade Street, Suite 1500
Charlotte, North Carolina 28202
(704) 372-6322

ROA 0803



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

REVOCABLE TRUST AGREEMENT OF
CHRIS COMBIS

This Agreement is made this 11th day of March, 2003, between CHRIS COMBIS, hereinafter referred to as the "Settlor" and CHRIS COMBIS, hereinafter referred to as the "Trustee."

ARTICLE I

Trustee Succession if Settlor Dies, Resigns or Becomes Incapacitated. If the Settlor dies, resigns or is adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to handle properly the Settlor's own affairs, then and in that event the Trustee named below shall immediately become the Trustee under this Trust Agreement. The Settlor names the following as successor Trustee:

GEORGE C. COMBIS

Third parties may rely on an affidavit by the Trustee named above stating that the successor Trustee is now acting as Trustee hereunder. The successor Trustee(s) nominated herein shall not be required to post bond or other security.

ARTICLE II

Description of Property Transferred. The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, and by this Agreement does hereby pay over, assign, grant, convey, transfer and deliver unto the Trustee the property described in Schedule A. This property and any other property that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE III

Rights of Settlor and Trustee in Insurance Policies. During the Settlor's lifetime, the Settlor shall have all rights under any life insurance policies held by the Trustee, including the right to change the beneficiary, to receive any dividends or

other earnings of such policies without accountability therefor to the Trustee or any beneficiary hereunder, and may assign any policies to any lender, including the Trustee, as security for any loan to the Settlor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon the Settlor's written request and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy. However, no revocation of the trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in beneficiary of the policy is accepted by the insurance company. Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the Settlor that matures any such policy, the Trustee, in its discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to it, and the Trustee shall deliver any policies on the Settlor's life held by it and payable to any other beneficiaries as those beneficiaries may direct. Payment to, and the receipt of, the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this agreement or see to the application of any payment. The Trustee need not engage in litigation to enforce payment of any policy without indemnification satisfactory to it for any resulting expenses.

ARTICLE IV

Provisions for Settlor and Settlor's Children During Settlor's Lifetime. The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor some, none or all of the net income from this Trust. Any income not distributed shall be accumulated and added to principal at least annually.

~~A~~ (2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor some, none or all of the principal of this Trust.

(3) During the lifetime of the Settlor, if the Settlor is serving as Trustee hereunder, the Trustee may make distributions of some, none or all of the income and principal of this Trust to any person or entity as the Trustee in its discretion shall determine.

(4) In the event that the Settlor is adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to properly handle the Settlor's own affairs, then and in that event the Trustee may during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor:

(a) pay to or apply for the benefit of any one or more of the Settlor's children such sums from the net income and from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the health, education, support and maintenance in the accustomed manner of living of the Settlor's children, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's children taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's children known to the Trustee; and

(b) pay to or apply for the benefit of the Settlor's children, grandchildren and/or more remote issue, or to trusts for the benefit of such children, grandchildren and/or more remote issue such sums from the net income and from the principal of this Trust as the Trustee in its discretion shall select for the purpose of making gifts; provided, however, that the aggregate amount of gifts made in any one calendar year that the Trustee may make to himself or herself or to satisfy a legal obligation of himself or herself shall not exceed, at the time of the gift, the amount that may be excluded from gift tax by the federal gift tax annual exclusion (unless the Settlor's spouse, if any, has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to the Settlor and the Settlor's spouse) and this annual right shall be noncumulative and shall lapse at the end of each calendar year.

(5) During the lifetime of the Settlor, the Trustee may pay to any attorney-in-fact of the Settlor serving under a validly executed and effective power of attorney such sums from the income and/or principal of this Trust as is requested by such attorney-in-fact of the Settlor for the purpose of making gifts pursuant to such power of attorney.

ARTICLE V

Settlor's Rights to Amend, Change or Revoke the Trust Agreement. The Settlor may, by signed instruments delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3)

change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without the Trustee's consent nor without satisfactory adjustment of the Trustee's compensation.

ARTICLE VI

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's executors or administrators, from any beneficiary of insurance upon the Settlor's life, or from any other person. Any such payments of estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal of the remaining Trust Estate distributed under Article VIII and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the executors or administrators of the Settlor's estate. Written statements by the executors or administrators of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee and the Trustee shall be under no duty to see to the application of any such payments. The Trustee shall pay over to the executors or administrators of the Settlor's estate all obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes.

ARTICLE VII

Specific Distributions. Upon the death of the Settlor, the Trustee shall make the following distributions:

(1) Cash Distribution. The sum of Twenty-five Thousand Dollars and No Cents (\$25,000.00) shall be distributed to LINDA COMBIS SWADER, if she shall survive the Settlor. The amount of this cash distribution shall reduce the share created for LINDA COMBIS SWADER under Article VIII.

(2) Cash Distribution. The sum of Twenty-five Thousand Dollars and No Cents (\$25,000.00) shall be distributed to MARY COMBIS, if she shall survive the Settlor. The amount of this cash distribution shall reduce the share created for MARY COMBIS under Article VIII.

(3) Cash Distribution. The sum of Twenty Thousand Dollars and No Cents (\$20,000.00) shall be distributed to HELEN KOKLAS, if she shall survive the Settlor. The Trustee shall make \$5,000.00 quarterly distributions (without interest) of this amount to HELEN KOKLAS beginning one month after the Settlor's death. If HELEN KOKLAS shall die before all quarterly distributions are made, the undistributed amount shall be distributed as provided in Article VIII.

(4) Cash Distribution. The sum of Five Thousand Dollars and No Cents (\$5,000.00) shall be distributed to JULIE QUILL, if she shall survive the Settlor.

(5) Specific Distribution of Tangible Personal Property. The Settlor's Rolex watch shall be conveyed to CHRIS A. COMBIS, if he shall survive the Settlor.

(6) Specific Distribution of Sales Proceeds. The Trustee shall sell any vehicle(s) owned by the Settlor at death and distribute the net sales proceeds in equal shares to the Settlor's great grandchildren, on the condition that the funds be used for educational expenses. The Trustee may satisfy its obligation under this paragraph by distributing such funds outright to the Settlor's great grandchildren if they are over the age of 18 or to a custodial account for the benefit of such great grandchildren if they are under the age of 18.

(7) Specific Distribution of Stock. All shares of stock of SUPERIOR TILE, MARBLE & TERRAZZO, INC. or of any successor or resulting corporation of such corporation which is a part of the Settlor's Trust Estate shall be distributed to GEORGE C. COMBIS, if he shall survive the Settlor.

(8) Specific Distribution of Personal Property. The Trustee's interest in any tangible personal property (unless such property has been disposed of pursuant to a foregoing provision of this Article) and any cash or currency held in the fire safe located at the residence of GEORGE and DIANE COMBIS shall be conveyed to DIANE COMBIS, if she shall survive the Settlor. If she shall not survive the Settlor all such property shall be distributed to GEORGE C. COMBIS, if he shall survive the Settlor.

(9) General Distribution of Personal and Household Effects With a Precatory Memorandum. All the Settlor's remaining personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other

insurance on or in connection with the use of this property, shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. The Settlor requests that the Trustee and the Settlor's issue abide by any memorandum by the Settlor directing the disposition of this property or any part thereof. This request is precatory and not mandatory. If any beneficiary hereunder is a minor, the Trustee may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of the Trustee. The cost of packing and shipping such property shall be charged as an expense of administration.

(10) Definition of Trust Estate. As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VIII

Trusts for Children. The remaining Trust Estate shall be administered as provided in this Article:

(1) Division into Shares for Several Named Beneficiaries. Upon the Settlor's death, the Trustee shall divide the Trust Estate as then constituted into equal separate shares so as to provide One (1) share for each of the following who shall survive the Settlor: MARY COMBIS, LINDA COMBIS SWADER, and GEORGE C. COMBIS, (hereafter called singularly "named beneficiary" and collectively "named beneficiaries") and One (1) share for each deceased named beneficiary who shall leave issue surviving the Settlor. If the Settlor's daughter, MARY COMBIS, shall survive the Settlor, her equal share shall be funded to the largest extent possible with the Trustee's interest in the real property located at 718 Lochridge Road, Charlotte, North Carolina. If the Settlor's daughter, LINDA COMBIS SWADER, shall survive the Settlor, her equal share shall be funded to the largest extent possible with the Trustee's interest in the real property located at 1432 River Oaks Court, York County, South Carolina. It is the Settlor's intent that each share created hereunder shall be funded with assets of equal value; provided however, that: (i) the share (if any) created for MARY COMBIS shall be reduced by the amount of the cash distribution to her under paragraph (2) of Article VII, (ii) the share (if any) created for LINDA COMBIS SWADER shall be reduced by the amount of the cash distribution to her under paragraph (1) of Article VII; and (iii) the share created for GEORGE C. COMBIS shall be increased by an amount equal to one-half

(1/2) of the death benefit paid under the life insurance policy issued on the life of the Settlor (Policy # 9200538770 issued by Pan-American Assurance Company, a Stock Life Company, New Orleans, Louisiana) and held by the Chris Combis Irrevocable Trust dated May 23, 1994. Each share shall be distributed or retained in trust as hereinafter provided.

(2) Discretionary Income and/or Principal for Named Beneficiary and Named Beneficiary's Issue. Prior to final distribution hereunder, the Trustee in its discretion may distribute some, none or all of the income and principal of the named beneficiary's share to or for the benefit of any one or more of a group consisting of the named beneficiary and the named beneficiary's issue (if any) in such amounts and at such times as the Trustee in its discretion determines for the health, education, support and maintenance in the accustomed manner of living of the named beneficiary and/or the named beneficiary's issue (if any), taking into consideration to the extent the Trustee deems advisable, any other income or resources of the named beneficiary and/or the named beneficiary's issue (if any), known to the Trustee. Any income not distributed shall be accumulated and added to principal annually. Notwithstanding the foregoing, during the named beneficiary's lifetime the named beneficiary shall be the primary beneficiary of the named beneficiary's share and such named beneficiary's health, education, support and maintenance in the accustomed manner of living shall be regarded as primary and the interests of concurrent, succeeding or remainder beneficiaries shall be regarded as secondary. Additionally, the Trustee shall make no distribution of income or principal to the named beneficiary's issue (if any) without first consulting with the named beneficiary (as the parent or grandparent of such issue) as to the propriety or appropriateness of such distribution; provided, however, the named beneficiary shall have no power to prevent the Trustee from making a discretionary distribution to another beneficiary.

(3) General Power of Appointment in Named Beneficiary. Default to Named Beneficiary's Issue. After division into shares for named beneficiaries, upon the death of a named beneficiary prior to complete distribution of his or her share, the undistributed balance of the named beneficiary's share shall be paid over, conveyed and distributed to or in trust for such appointee or appointees from among the named beneficiary's issue (if any) and the creditors of the estate of the named beneficiary in such manner and in such proportions as the named beneficiary may appoint in and by the Last Will of the named beneficiary, making specific reference to the power of appointment herein conferred. In disposing of this share, the Trustee shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Last Will of the named beneficiary or in acting upon the assumption that the named beneficiary died intestate in case the Trustee has no notice of the existence of a Will of the named beneficiary within Six (6) months after the death of the named beneficiary. In default of the exercise of this power of appointment by the named beneficiary, or insofar as any part of this share

shall not be effectively appointed, then upon the death of the named beneficiary the undistributed balance of the named beneficiary's share, or the part of the share not effectively appointed shall be distributed per stirpes to the named beneficiary's then living issue or in default of issue, per stirpes to the other named beneficiaries.

(4) Distribution of a Deceased Named Beneficiary's Share. Each share set aside, upon division into shares for the named beneficiaries, for a deceased named beneficiary who shall leave issue then living, shall be distributed per stirpes to such issue.

(5) Final Distribution if Named Beneficiaries Deceased. If at the time of the Settlor's death, or at any later time prior to final distribution hereunder, all of the named beneficiaries and their issue are deceased and no other disposition of the property is directed by this Trust, then and in that event the then remaining property of this Trust shall be distributed to the person or persons who would have been entitled to the same under the laws providing for the distribution of property in case of intestacy had the Settlor died intestate at that time, was the owner of such property, was unmarried and domiciled in North Carolina.

ARTICLE IX

(1) Definition of "Trustee". Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

(2) Definition of "Independent Trustee". Independent Trustee shall mean an individual Trustee who is not a beneficiary of any trust created hereunder, who is unrelated (by blood or marriage) within two degrees of kinship to the Settlor or any beneficiary of a trust created hereunder and who is not "related or subordinate" as such terms are defined in Section 672(c) of the Code. Independent Trustee shall also mean a bank or trust company qualified to do business in the jurisdiction of the situs of the trust so long as a beneficiary or relative as specified above owns no more than One Percent (1%) of such entity. A person or entity shall not qualify to be an Independent Trustee if such person or entity has previously been removed as Independent Trustee.

(3) "Definition of Family Trustee". Family Trustee shall mean a Trustee who is a beneficiary of any trust created hereunder and any person related to a beneficiary or the Settlor by blood or marriage within two degrees of kinship.

ARTICLE X

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) Subject to North Carolina General Statutes Section 32-26, the Trustee shall have the power to exercise all the powers set forth in North Carolina General Statutes Section 32-27, except those in Section 32-27(29), as such powers exist at the time that the Settlor signs this Trust instrument, and such powers are incorporated by reference with the same effect as though set forth verbatim herein.

(2) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(3) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(4) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(5) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(6) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(7) To sell or exercise stock subscription or conversion rights.

(8) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(9) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(10) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(11) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(12) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(13) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(14) To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its

own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

(15) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(16) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(17) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(18) To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(19) To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(20) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(21) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(22) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries. Whenever such division or distribution of the Trust Estate will result in the residual transfer of property after the satisfaction

of a pecuniary payment, such pecuniary payment shall carry appropriate interest. Appropriate interest means interest payable from the date of the Settlor's death or from the date specified under applicable state law requiring payment of interest at a rate (i) at least equal to the statutory rate of interest under state law, or if there is none, eighty percent (80%) of the Code section 7520 interest rate at the date of the Settlor's death and (ii) not more than the greater of the statutory rate under state law, or if there is none, one-hundred-twenty percent (120%) of the Code section 7520 interest rate at the date of the Settlor's death.

(23) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(24) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's executors or administrators and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's executors or administrators and the Trustee are the same shall in no way affect the validity of this provision.

(25) To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's executors or administrators and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(26) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Executors, donors, insurance companies and other parties adding property to the Trust Estate.

(27) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(28) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's

administration without defeating or impairing the interests of the beneficiaries. Further, the donee of any power of appointment with respect to a trust so divided may exercise such power differently with respect to the separate trusts created by the division. The Settlor exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith. In addition, the Independent Trustee of any trust created hereunder shall have the power, without court order or approval, to create a sub-trust of such trust in any jurisdiction for the benefit of the beneficiary or beneficiaries of such trust. Any such sub-trust shall be substantially identical to the trust to which it is a sub-trust and shall have identical beneficiaries with identical interests to their interests in the original trust.

(29) To divide property in any trust being held hereunder with an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best. Whenever such division or distribution of the Trust Estate will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry appropriate interest. Appropriate interest means interest payable from the date of the Settlor's death or from the date specified under applicable state law requiring payment of interest at a rate (i) at least equal to the statutory rate of interest under state law, or if there is none, eighty percent (80%) of the Code section 7520 interest rate at the date of the Settlor's death and (ii) not more than the greater of the statutory rate under state law, or if there is none, one-hundred-twenty percent (120%) of the Code section 7520 interest rate at the date of the Settlor's death.

(30) If the Trustee shall act as the Executor of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code Section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer which the Settlor is the transferee for purposes of the generation-skipping tax. Generally, the Settlor anticipates that the Settlor's Executor will elect to allocate this exemption first to direct skips as defined in Code Section 2612, then to Share B, Trust B and/or Trust C-1, if such shares or trusts are created hereunder, unless it would be inadvisable based on all the circumstances at the time of making the allocation; and to make the special election under Section 2652(a)(3) of the Code to the extent the Settlor's Executor deems in the best interest of the Settlor's estate.

ARTICLE XI

Special Provisions Concerning Investment in or Bequests of S Corporation Stock. With respect to stock in an S Corporation held by any trust created hereunder:

(1) Intent. It is the Settlor's intent that any trust created under this Agreement which owns S Corporation stock (which is not a grantor trust which qualifies as an S Corporation shareholder) and for which an election has been made under either Section 1361(d)(2) or Section 1361(e)(3) of the Code meet the requirements of a Qualified Subchapter S Trust or an Electing Small Business Trust, respectively. Therefore, the Settlor directs that all issues relating to such status be resolved accordingly. The Settlor further directs that all powers and discretions of the Trustee shall only be exercised and interpreted in a manner consistent with this intent and in compliance with then existing laws and regulations and any powers and discretions of the Trustee which cannot be so exercised or interpreted and which are inconsistent with the Settlor's intention shall be void and of no effect.

(2) Creation of Separate Trusts. If the Trustee receives in trust the stock of an "S Corporation," as defined in Subchapter S of the Code, as amended, or is asked to join in an election under Subchapter S with regard to stock held in trust, and if in the opinion of the Independent Trustee such election will be in the best interest of the beneficiary or beneficiaries of the trust which own shares in the electing corporation, then the Independent Trustee may join in such election on behalf of such trust. If at such time (or as a result of the creation of a separate trust hereunder) the trust provisions or administration would prevent a trust created hereunder from qualifying as a Qualified Subchapter S Trust, as defined in Section 1361(d) of the Code, as amended, or its successor, then notwithstanding any other provision herein the Independent Trustee is authorized to distribute the stock to be subject to the election to a separate trust or trusts for the benefit of such person (hereinafter referred to as the "S Beneficiary") who is the current income beneficiary or a current beneficiary eligible to receive income or principal on such terms as the Independent Trustee in its sole discretion deems necessary in order that such a trust or trusts may qualify as a permitted shareholder under Section 1361(d). Such Qualified Subchapter S Trust shall be held and administered by the Independent Trustee, subject to the following provisions:

(a) The Trustee shall distribute all income currently to the S Beneficiary;

(b) Any principal distributions by the Trustee during the term of the trust shall be made only to the S Beneficiary, and any such distribution shall be made in accordance with the principal distribution restrictions set forth in the nonqualified trust and as provided in Paragraph (3) of this Article;

(c) The trust shall terminate as provided in the non-qualified trust;

(d) On termination of the trust during the life of the S Beneficiary, the trust estate then remaining shall be distributed to the S Beneficiary;

(e) On termination of the trust on the death of the S Beneficiary, the trust estate then remaining shall be disposed of as provided in the nonqualified trust (except that no S Corporation stock may be distributed to any person who is not an eligible S Corporation shareholder or to any person who would cause the termination of the S election);

(f) To prevent the inadvertent termination of an S election, the S Beneficiary may not assign or otherwise transfer all or any part of such S Beneficiary's interest in the income or principal of the qualified S Corporation trust; and

(g) Each separate trust created by this Article shall be known by the name of the S Beneficiary and the words "S Trust," and shall be held under all of the terms of the nonqualified trust to the extent not inconsistent with this Article.

(3) Distributions. To be a Qualified Subchapter S Trust under present law, the trust is required to distribute all of its income currently to one individual beneficiary who is a citizen or resident of the United States. In addition, such beneficiary is treated as the federal income tax owner of the S Corporation stock. The S Beneficiary may therefore be taxed not only on the trust income required to be distributed, but also on income or gain which constitutes a principal item for trust accounting purposes. The Independent Trustee is authorized to distribute sufficient income or principal to the S Beneficiary of a trust hereunder to provide sufficient funds to the S Beneficiary to pay income tax on undistributed taxable income or gain which constitutes a principal item for trust accounting purposes.

(4) Limitations on Trustee of Qualified Subchapter S Trust. The Trustee of any trust holding stock in an "S" Corporation shall not purchase or acquire life insurance on the life of the Settlor or the Settlor's spouse or take any other actions that would cause the trust, or any portion of the trust, to be treated as a grantor trust (as to any person other than the S Beneficiary, under subpart E, Part I, subchapter J, Chapter 1 of the Code (or any of the successor sections)).

(5) Termination of Election. The provisions of this Article shall not prevent revocation of any S election that has been made by a corporation whose stock is held in the estate for the Settlor or the Settlor's spouse, or in a Qualified Subchapter S Trust or Electing Small Business Trust. However, the Independent

Trustee shall consent to revocation of any S election only if the Independent Trustee determines that such revocation is in the best interests of the S Beneficiary, in the case of a Qualified Subchapter S Trust, or the beneficiaries generally, in the case of an Electing Small Business Trust.

(6) Amendment to Comply with Code. The Settlor recognizes that the Code provisions and applicable Treasury regulations relating to the trust ownership of S Corporation stock are not only complex, but are also subject to change. Therefore, to accomplish the Settlor's intent that the requirements of a Qualified Subchapter S Trust, Electing Small Business Trust, or any other trust eligible to be a shareholder of an S Corporation be met, the Settlor grants to the then acting Independent Trustee, or any other individual appointed by a court of competent jurisdiction, other than the Settlor, the Settlor's spouse, any of the issue of the Settlor and the Settlor's spouse, or any beneficiary of a trust created hereunder the power to amend the terms of any trust holding S Corporation stock for the sole purpose of complying with the Code and such regulations, including amendments enabling such trust or trusts to be eligible to be a shareholder of an S Corporation under Section 1361 or any other provision of the Internal Revenue Code, as amended from time to time. Any such amendment shall be in writing and notice of such amendment shall be given to the Trustee, the S Beneficiary, in the case of a Qualified Subchapter S Trust, and the beneficiaries generally, in the case of an Electing Small Business Trust or any other trust. If no objection is filed with the court having jurisdiction of the trust by either the Trustee, the S Beneficiary, in the case of a Qualified Subchapter S Trust, and the beneficiaries generally, in the case of an Electing Small Business Trust or any other trust within Thirty (30) days of such notice, the amendment shall be effective as of the date set forth in the amendment. If any objection is filed, the amendment shall be effective only if and to the extent determined by the court.

(7) Authority. Notwithstanding anything herein to the contrary, all decisions under this Article shall be made only by an Independent Trustee. A Family Trustee shall take no part in decisions under this Article. A separate trust may be created or amended hereunder only by written instrument signed by the Independent Trustee and delivered to the current income beneficiaries of the Trusts hereunder. Notwithstanding the foregoing, the Family Trustee may continue to participate in the voting of corporate stock as provided in this Agreement.

(8) Definition of "Non-Qualified Trust". The term "non-qualified trust" shall mean the original trust under this Agreement that the S stock was a part of prior to the creation of the separate trust provided for hereunder.

(9) Definition of "S Beneficiary". The term S Beneficiary shall mean the current income beneficiary of a Qualified Subchapter S Trust.

(10) "Qualified Subchapter S Trust". A Qualified Subchapter S Trust shall mean a trust that qualifies as a Qualified Subchapter S Trust under Section 1361(d) of the Internal Revenue Code as amended, or its successor.

(11) Conversion from Qualified Subchapter S Trust to Electing Small Business Trust. Notwithstanding anything herein to the contrary, for so long as the law permits a trust to own stock in a Subchapter S corporation without being required to distribute all of its income currently to one individual beneficiary, then the Independent Trustee is authorized in its discretion to make any elections to qualify a trust created hereunder as a Subchapter S corporation shareholder under Code Section 1361(e) and to revoke any actions previously taken under this Article to qualify a trust created hereunder as a permitted shareholder in a Subchapter S corporation under Code Section 1361(d) including but not limited to merging the separate trust created hereunder into the original trust created hereunder.

ARTICLE XII

Trustee Resignation, Trustee Succession, Trustee Fees and Other Matters. The provisions for Trustee resignation, Trustee succession, Trustee fees and other matters are set forth below:

(1) Resignation of Trustee. Except as otherwise provided in this Trust Agreement the Trustee shall have the right to resign at any time without court order by giving written notice to the Settlor during his lifetime (or to the Settlor's guardian if the Settlor is adjudicated incompetent), or after the Settlor's death, to the successor Trustee designated in Article I of this Trust Agreement or, if none, to the person or persons designated below who are authorized to appoint a successor Trustee. Such resignation shall become effective upon acceptance of the Trusteeship by a successor Trustee.

(2) Successor Trustee. The Settlor hereby directs that each trust created hereunder may, but need not, have a different Trustee. If the Trustee as initial Trustee, or a successor Trustee, resigns or otherwise becomes unable or unwilling to serve, or if no Trustee is currently serving because an Trustee was not initially named in this Trust, then an initial or successor Trustee may be appointed by the next listed of the following persons in the order named (provided that a succeeding person(s) listed may not make such appointment unless the preceding person(s) is unable to make such appointment):

(a) GEORGE C. COMBIS, who is authorized to appoint himself as a Trustee hereunder;

(b) DIANE COMBIS, who is authorized to appoint herself as a Trustee hereunder;

(c) the primary beneficiary of such trust or if there is no primary beneficiary then a majority of the beneficiaries to whom the income of a trust could then be paid, who are not authorized to appoint themselves as a Trustee hereunder. If a beneficiary is a minor or incapacitated or not competent, the vote on his or her behalf may be made by a person (other than the Settlor's spouse, or a person who has made a transfer to the trust) who is (i) the guardian of the beneficiary's estate or, if none, (ii) the guardian of the person of the beneficiary; or

(d) a court of competent jurisdiction.

Notwithstanding the foregoing, one or more beneficiaries shall not have a right to select a successor Trustee if the exercise of such power, at the time of exercise, would cause the trust corpus to be included in the estates of one or more of such beneficiaries.

(3) Beneficiaries' Right to Petition for Removal of Corporate Trustee. In the event that a corporate Trustee is appointed, and such Trustee's investment performance for investable funds is below average performance of professional investment managers for a sustained period of time which shall in no event be construed to exceed Three (3) years, the then income beneficiaries of each separate trust shall have the right, as a group, acting unanimously, to petition for removal of such corporate Trustee in a court of competent jurisdiction, and to recommend to the court in such petition a successor Trustee. In evaluating the petition, the court should construe the Settlor's intentions to provide not merely a preservation of the Trust assets but also for adequate growth such as is available from a corporate Trustee doing business in the state of the Trust situs having above-average investment performance. The Settlor does not intend by this provision in any way to limit the rights or remedies which a beneficiary may have regarding a Trustee generally under this Agreement or state law nor does the Settlor intend to increase the Trustee's liabilities generally under this Agreement or under state law. If a beneficiary is a minor or incapacitated or not competent, the vote on his or her behalf may be made by a person (other than the Settlor's spouse, or a person who has made a transfer to the Trust) who is (i) the guardian of the beneficiary's estate or, if none, (ii) the guardian of the person of the beneficiary.

(4) Instrument Effecting Appointment. The appointment of any successor Trustee shall be effected by an instrument which has been signed by the person or persons having the right of such appointment and by the successor Trustee in acceptance of the appointment and which has been delivered to the then acting Trustee, if any.

(5) Transfer of Trust Property to a Nonresident Trustee. If a nonresident successor Trustee is appointed, the Trust property may be transferred without court order to the nonresident successor Trustee or such other entity as the nonresident successor Trustee may direct. It is the Settlor's understanding that the separate trusts created hereunder may be held by different Trustees and administered independently in different states.

(6) Powers of Successor Trustee. Any successor or substitute Trustee may exercise all the powers and authority conferred upon the original Trustee, including the right to resign, and shall not be liable for any acts or omissions of any predecessor Trustee.

(7) Family Trustee and Independent Trustee as Co-Trustees. Whenever a Family Trustee and an Independent Trustee are acting as Co-Trustees under this Trust instrument, the following provisions shall apply:

(a) Decision of Family Trustee to Control Upon Disagreement. If there is any disagreement between Co-Trustees as to the joint or mutual powers given to them concerning investments of Trust property, including the exercise of any voting rights with respect to business interests held by any trust created under this Trust Agreement, the decision of the Family Trustee shall control. The Independent Trustee shall not be liable for any act or omission to act on the part of the Family Trustee not joined in by the Independent Trustee regarding those matters with respect to which the decision of the Family Trustee controls.

(b) Family Trustee's Power of Delegation. The Family Trustee shall have the power without court order at any time and from time to time to delegate to the Independent Trustee any or all of the Family Trustee's powers as Co-Trustee. The power of delegation shall be exercised by the Family Trustee by delivery to the Independent Trustee of written notice specifying the powers delegated. Such delegation shall remain effective for the time specified in the notice of delegation. The Family Trustee shall not be liable with respect to the exercise or nonexercise of powers delegated during the period of such delegation.

(8) Limitation on Successor Trustee. Any successor Trustee appointed pursuant to the foregoing provisions must be (i) an association or corporation (other than an association or corporation in which a beneficiary has a significant direct or indirect ownership interest) qualified to exercise trust powers or (ii) an individual. Also, an individual shall not be appointed Trustee of a trust created hereunder unless such individual is experienced in business; provided, however, that this limitation shall not be applied to limit the right (if any such right exists hereunder), of a beneficiary hereunder to serve as a Family Trustee. The foregoing sentence is precatory and not mandatory.

(9) Discharge of Legal Obligations. Notwithstanding any provision to the contrary herein, no distribution of income or principal shall be made from any trust created hereunder to or for the benefit of any beneficiary, if such distribution would have the effect of satisfying any legal obligation of another beneficiary to support such beneficiary, including any legal obligation of support under state law.

(10) Limitations Applicable to Trustee. Notwithstanding any other provision of this Agreement, no Trustee (or other person) who is a beneficiary of any trust created hereunder (other than a contingent remainder beneficiary) or who is obligated to support a beneficiary of any trust created hereunder (other than a contingent remainder beneficiary), shall ever participate as Trustee of that trust in the exercise, or decision not to exercise, any discretion granted to the Trustee (i) to directly or indirectly, make distributions, payments or applications of income or principal of any trust created hereunder to or for the benefit of any beneficiary, including but not limited to himself or herself, unless such distributions are for the health, education (including college and professional), maintenance and support of such beneficiary, (ii) to allocate receipts or expenses to or between income and principal of any trust, if the trust provides for a mandatory distribution of income, (iii) to exercise any vote to declare a dividend or make any capital adjustment of a corporation owned by any trust (or to exercise similar powers in a partnership or other entity owned by any trust), if the trust provides for a mandatory distribution of income, (iv) to consolidate or merge any trusts, create any separate trusts, or terminate any trusts, (v) to exercise any discretion with respect to an insurance policy held hereunder on the life of such Trustee (including, but without limitation, any discretion which would constitute an "incident of ownership" within the meaning of Section 2042(2) of the Code, (vi) to hold any Trust property as a custodian for a minor or as donee of a power during minority, or select any such custodian or donee, (vii) to remove any Trustee, (viii) to exercise any power to amend or affect beneficiaries' powers of withdrawal over additions to any Trust, (ix) to exercise any power to lend money, directly or indirectly, to himself or herself, or to any person or entity that would have the effect of satisfying a legal obligation of such Trustee including an obligation of support under state law, or (x) to exercise any general power of appointment described in Sections 2041 or 2514 of the Code. In addition, no Trustee who is under a legal obligation to support any beneficiary shall participate in the exercise, or decision not to exercise, any discretion granted to the Trustee over payments, distributions, applications or beneficial uses of trust property in discharge of any obligation of support to such beneficiary. These limitations shall be in addition to any limitations under applicable state law. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall serve as Trustee of any trust which holds property with respect to which such individual has made a qualified disclaimer within the meaning of Section 2518 of the Code. If all of the Trustees serving are unable to participate in the exercise of any such discretion or are otherwise disqualified from or restricted

in exercising any power under any trust created hereunder or under applicable state law, then the person or persons who are authorized to appoint a successor or substitute Trustee hereunder may appoint an Independent Trustee who is capable of exercising the fiduciary discretion to make any such distribution, tax election or take other necessary action hereunder; and if no persons hereunder are able or willing to appoint an Independent Trustee for such purpose then a court of competent jurisdiction may be petitioned to appoint a Co-Trustee or special Trustee who is not disqualified as provided under state law. The limitations set forth in this paragraph shall not apply to the Settlor of this revocable trust.

(11) No General Power of Appointment. No beneficiary, Trustee, delegatee of a Trustee or Trust Protector (if any) hereunder, as the case may be, shall have any right, power, duty, or discretion hereunder concerning any trust created hereunder (including but not limited to the right to make distributions to or for the benefit of himself or herself unless such distributions are for the health, education (including college and professional), maintenance and support of such beneficiary, including the satisfaction of a legal obligation of support, to terminate a trust so as to receive a distribution, to borrow money or to exercise any power that would benefit himself or herself), if such right, power, duty or discretion conferred upon said beneficiary, Trustee or Trust Protector (if any), as the case may be, under this Agreement is a general power of appointment under Section 2041 of the Code, which would cause any assets of any trust created hereunder to be included in the estate of the beneficiary or Trustee at death or would constitute a lapse of a general power of appointment under Section 2514 of the Code, in each case including but not limited to a power which would constitute a reciprocal power if exercised in conjunction with another then acting Trustee. Any such right, power, duty or discretion with such effect shall be null and void with respect to said beneficiary, Trustee or Trust Protector (if any), as the case may be. This provision shall not limit a beneficiary's right to exercise any Five Thousand Dollar (\$5,000) or five percent power of withdrawal granted under any trust created hereunder, to exercise a withdrawal right specifically granted to a beneficiary upon attaining a specified age or to exercise a general power of appointment specifically granted to a beneficiary under Trust B or Trust D, if such trust is a part hereof. Also, this provision shall not limit the right of any beneficiary to exercise any special power of appointment granted to him or her under this Agreement. The limitations set forth in this paragraph shall not apply to the Settlor of this revocable trust.

(12) Fee Schedule for Individual Trustee. For its services as Trustee, an individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses, or such other reasonable fee as approved in writing by the primary beneficiary (or guardian of any minor primary beneficiary). The Settlor understands that professional money managers may be utilized by the Trustee to manage money and that a Trustee who is affiliated with a

money manager may receive direct or indirect compensation for money management services provided to the trust.

(13) Fee Schedule for Corporate Trustee. For its services as Trustee, a corporate Trustee shall receive an amount determined by its Standard Fee Schedule in effect and applicable at the time of the performance of such services, or such lower amount as negotiated upon such corporate Trustee's appointment or at any other time. If no such schedule shall be in effect at that time, it shall be entitled to reasonable compensation for the services rendered.

(14) Accountings by the Trustee. The Trustee may render to any trust beneficiaries and to any court appointed personal representatives of any minor or incapacitated income beneficiaries (and, at the request of a majority of the adult beneficiaries of any trust created hereunder, must render annually or quarterly) statements of the Trustee's management of this Trust, showing all receipts, disbursements and distributions of both income and principal. If the Trustee does not receive any objection in writing from said persons within Sixty (60) days after the rendering of any such statements, such statements shall be deemed approved by said persons and such approval, as to all matters and transactions stated in said statements or shown thereby with the exception of circumstances involving fraud or gross negligence, shall be final and binding upon all persons, whether in being or not, who are then or may thereafter be interested in, or entitled to share in, either the income or principal of such trust, but the right to assent to the Trustee's account does not include any power or right to enlarge or shift the beneficial interest of any beneficiary of the Trust.

(15) Change in Corporate Fiduciary. Any corporate successor to the trust business of the corporate fiduciary designated herein or at any time acting hereunder shall succeed to the capacity of its predecessor without conveyance or transfer.

(16) Trustee's Investment Discretion. It is the Settlor's intention that the Trustee is to have broad discretion under this Trust Agreement with respect to any investments. As a result of exercising this broad discretion, the Trustee shall not be limited in any way or held liable for breach of any state or federal fiduciary duty to invest prudently or by any state or federal prudent-man investment standard. In carrying out any of the duties under this Trust Agreement, the Trustee shall not be held liable for any act unless that act constitutes gross negligence or wilful misconduct on the part of the Trustee. This provision shall in no way include any authorization for a Trustee to enlarge or shift the beneficial interest of any beneficiary of the trust.

(17) Investment Approval. If the primary beneficiary (over the age of Twenty-One (21)) of any trust hereunder (or all income beneficiaries of the trust

who are over the age of Twenty-One (21) if there is no primary beneficiary) approves any particular bona fide investment or investments by the Trust in writing to the Trustee, then the Trustee (both Family and Independent Trustee) will not be held liable for any breach of fiduciary duty or negligence for his or her good faith decision to invest in that particular investment. The right to approve investments shall in no way include any authorization for a Trustee or beneficiary to enlarge or shift the beneficial interest of any beneficiary of the trust.

(18) Notice of Events. Until the Trustee receives, from some person interested in this Trust, written notice of any death, birth, marriage, or other event on which the right to receive income or principal of any trust created hereunder may depend, the Trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

(19) No Requirement of Third Parties to Inquire into Trustee's Actions. No person or institution dealing with the Trustee shall be required to see to the application of any money or other property delivered to the Trustee or to inquire into the necessity or propriety of any action taken or not taken by the Trustee.

(20) Liability of Individual Trustee. An individual Trustee shall use his or her discretion in application of his or her power and authority and shall not be liable in any manner for any losses resulting from the exercise of his or her discretion, unless such loss shall result directly from the Trustee's gross negligence or willful misconduct. This limitation of liability is not intended to limit or expand the liability of a corporate Trustee as otherwise provided in this Trust Agreement or provided generally by law. This provision shall in no way include any authorization for a Trustee to enlarge or shift the beneficial interest of any beneficiary of the trust.

(21) Trustee to Serve Without Bond or Court Supervision. Neither the Trustee named herein nor any successor Trustee, whether named herein or not, shall be required to give or file bond or other security for the faithful performance of the duties of said office. The Settlor directs that no Trustee appointed or named hereunder shall be required to qualify before any court, that no accounts need be filed in any courts by any Trustee, and that none of the trusts created by this Agreement need be submitted to the jurisdiction of any court. The Trustee or the beneficiaries of any trust created by this instrument, however, are not prohibited from obtaining a court adjudication of any of the Trustee's accounts, and may request court instructions or submit a dispute to the appropriate court at any time or take more than one or all of said actions.

(22) Delegation of Duties and Powers. Any Trustee shall have the power to delegate any duties or powers, discretionary or otherwise, to any person or institution for such periods and upon such terms and conditions as may be designated in a written instrument acknowledged in such form as would entitle a

deed of real property to be recorded and delivered to such person or institution; and, if any duties or powers are delegated to a co-fiduciary, the fiduciary so delegating any duties or powers hereunder shall have no further responsibility with respect to the exercise of such duties or powers so long as such delegation shall remain in effect; and any such delegation shall be revocable by a similar instrument so delivered at any time, provided, however, that an Independent Trustee may not delegate to anyone any duties or powers that the person would be specifically prohibited from exercising (whether the person was a trustee or not) under the terms of any trust created hereunder or under applicable state law and such person shall not exercise any such prohibited duties or powers. All limitations on a trustee's powers under this Agreement shall be applicable to any person who holds powers delegated to such person by a Trustee.

(23) Successor Trustee Liability. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

(24) Examination of Accounts. No successor Trustee shall be obligated to examine the accounts and actions of any previous Trustee.

(25) Exercise of Powers by Co-Trustees. Except as specifically provided in this Trust Agreement, joint or mutual powers given to the Trustees, including, but not limited to, the powers concerning investments of Trust property, must be exercised by both of the Trustees if there are two Trustees or by a majority of the Trustees if there are more than two Trustees. A Trustee shall not be personally liable to the beneficiaries of the trust or to others for any act on the part of a majority of the Trustees not joined in by such Trustee or for any act in which the Trustee joins at the direction of a majority of the Trustees if the Trustee expressed such Trustee's dissent in writing to any of the other Trustees at or before the time of such joinder. Notwithstanding anything herein to the contrary, during the lifetime of the Settlor if more than one trustee is serving hereunder, either co-trustee is authorized, without the approval or consent of the other co-trustee, to take any action with respect to any bank deposit or brokerage account, including but not limited to any savings, checking, money market, brokerage, mutual fund or other account held as part of this Trust Estate. Such actions that may be taken by a co-trustee with respect to such accounts during the lifetime of the Settlor shall include but not be limited to the power to make deposits to and draw checks on such accounts and the power to merge and terminate such accounts.

(26) Trustees' Disputes Referred to Arbitration. Except as otherwise provided under paragraph (7)(a) of this Article, if at any time in the performance of

their duties under this Trust instrument or in the administration of this Trust instrument, the Trustees who are authorized to act on a particular matter are equally divided on such matter and are unable to resolve such division and to reach an effective decision as to the administration of this Trust instrument, they may appoint an arbitrator and a decision by the arbitrator shall be deemed to be and shall constitute the action of the Trustees in regard to such matter. The arbitrator appointed pursuant to this Paragraph is hereby expressly relieved from any responsibility, duty or liability and shall have no further powers and authority under this Trust instrument. The duties and obligations of the arbitrator are as specified in this Paragraph, and the arbitrator shall not be responsible or personally liable in any way for any acts or decisions which would otherwise be deemed to constitute the administration of this Trust instrument. The arbitrator appointed under this Paragraph shall be a person who is unrelated by blood or marriage to the Settlor, any beneficiary hereunder or any Trustee hereunder and such arbitrator shall be experienced in matters involving the administration of a trust.

ARTICLE XIII

Considerations in Making Discretionary Distributions. In deciding whether to make distributions of the income or principal of any trust which are within the discretion of the Trustee, the Trustee should consider the following matters which are not intended to limit or direct the exercise of such discretion in any way:

(1) General Purposes for Distributions. Except as otherwise provided for distributions from Trust C if such trust is a part hereof, it is the Settlor's general desire, although not binding on the Trustee, that the Trustee's discretion be exercised for such purposes as the Trustee shall deem reasonable and appropriate for the health, education (including college and professional), maintenance and support in the accustomed manner of living of the beneficiaries. The Trustee of each trust created hereunder may exercise its discretion to withhold distributions to a beneficiary. It is intended that each trust created hereunder shall be a discretionary trust as to distributions even though distributions may be limited by an ascertainable standard.

(2) Consideration of Other Financial Resources. The Trustee may take into consideration other financial resources of the beneficiaries but is not required to do so.

(3) No Obligation to Equalize Distributions. Whenever there is more than one beneficiary of a trust, distributions of income and principal may be made by the Trustee without obligation to equalize such distributions among the beneficiaries.

(4) Discretionary Distributions to Beneficiaries. The Trustee should make no discretionary distribution of income or principal to any beneficiary of a trust

created hereunder without first consulting with the primary beneficiary of such trust as to the propriety or appropriateness of such distribution. It is the Settlor's desire that the Trustee carefully consider and take into consideration the recommendations of the primary beneficiary of each trust; provided, however, the primary beneficiary shall have no power to cause or prevent the Trustee from making a discretionary distribution to another beneficiary.

ARTICLE XIV

Trustee's Discretion to Allow Beneficiary or Beneficiaries to Occupy Residential Real Estate. The Trustee may in its discretion permit any beneficiary or beneficiaries to occupy rent free any residence constituting a part of the trust assets for such beneficiary or beneficiaries if necessary or desirable for their maintenance and support in a beneficiary's or beneficiaries' accustomed manner of living and to pay the real estate taxes thereon, expenses of maintaining the residence in suitable repair and condition and hazard insurance premiums on the residence.

ARTICLE XV

Provision for Trustee to Act as Trustee for Beneficiary Under Age Thirty (30). Except as otherwise provided in this Trust Agreement with respect to a withdrawal right granted to a beneficiary upon reaching a certain age, if any share hereunder becomes distributable to a beneficiary who has not attained the age of Thirty (30), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Thirty (30), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the health, education, support and maintenance in the accustomed manner of living of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Thirty (30), or if he or she shall sooner die, to his or her executors or administrators. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XVI

Trustee's Discretion in Making Payments to a Person Under Age Thirty (30), Incompetent, or Incapacitated Person. Except as otherwise provided in this Trust Agreement with respect to a withdrawal right granted to a beneficiary upon reaching a certain age, in case the income or principal payment under any trust

created hereunder or any share thereof shall become payable to a person under the age of Thirty (30), or to a person under legal disability, or to a person not adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the health, education, support and maintenance in the accustomed manner of living of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XVII

Power of Trustee to Resign During Settlor's Lifetime. Any Trustee may resign this trusteeship during the Settlor's lifetime by giving the Settlor Thirty (30) days notice in writing delivered to the Settlor in person or mailed to the Settlor's last known address, the resignation to become effective as hereinafter provided. Upon receipt of such notice, the Settlor shall appoint a successor Trustee. Upon the failure of the Settlor to appoint a successor Trustee who accepts the trust within Thirty (30) days from the time notice was delivered in person or mailed to the Settlor, the Trustee may resign to the court having jurisdiction over this trust, which court may, if it deems advisable, accept the resignation and appoint a successor Trustee which shall be an individual as successor to an individual trustee or a bank or trust company qualified to do business in the state of the Settlor's domicile as successor to a corporate trustee. Upon the appointment of and acceptance by the successor Trustee, the original Trustee shall pay over, deliver, assign, transfer or convey to such successor Trustee the Trust Estate and make a full and proper accounting to the Settlor, whereupon its resignation shall become effective. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XVIII

Settlor During Lifetime to Designate Substitute or Successor Trustee. The Settlor during the Settlor's lifetime may name a substitute or successor Trustee by delivery to any Trustee herein a notice naming the successor or substitute Trustee and indicating an intent to replace the Trustee named. Upon receipt of such notice the Trustee named shall pay over, deliver, assign, transfer or convey to such substitute or successor Trustee (which accepts the appointment as trustee), the Trust Estate and make a full and proper accounting to the Settlor, whereupon the Trustee named shall be discharged and have no further responsibility under this Trust Agreement. Upon the failure of the Trustee to make such conveyance the

Settlor may apply to the court having jurisdiction of this trust and such court may compel the conveyance by the Trustee. The substitute or successor Trustee upon acceptance of this trust and the Trust Estate shall succeed to and possess all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

ARTICLE XIX

Discretion in Independent Trustee to Terminate Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Independent Trustee to be less than that which the Independent Trustee deems practical for continuance of the trust, the Independent Trustee may, in its discretion, terminate the trust. If a trust created hereunder is terminated by the Independent Trustee pursuant to the preceding sentence, then the Independent Trustee shall distribute all of the then remaining principal and undistributed income to the primary beneficiary of such trust, or if there is no primary beneficiary, then to the beneficiary or beneficiaries of the current income thereof, such persons, if there is more than one beneficiary who are issue of the Settlor, to take per stirpes (subject to the rights to distributions from a trust for the Settlor's spouse that would otherwise qualify for the marital deduction). Upon the termination of a trust created hereunder, only the Independent Trustee may distribute the remaining trust property to the trust beneficiaries provided above.

ARTICLE XX

Definition of Children. For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been legally adopted prior to the time that such person reaches the age of eighteen (18), that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

Definition of "Per Stirpes". Whenever property is to be divided "per stirpes," the property to be divided shall be divided into as many equal shares as there are living issue in the nearest degree of kinship to the designated person and deceased issue in the same degree who left issue who survive. Each surviving issue in the nearest degree shall receive one share and the share of each deceased issue in the same degree shall be divided among his or her surviving issue in the same manner.

ARTICLE XXI

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit" ("unified credit" shall also mean "applicable credit amount"), "applicable exclusion amount," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced by the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount, if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XXII

Simultaneous Death Provision Presuming Beneficiary Predeceases Settlor. If any beneficiary and the Settlor should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XXIII

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary. On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the expenses of the last illness of such person from the principal of the Trust from which such person was entitled to income or support.

ARTICLE XXIV

State Law to Govern. This Trust Agreement and the trusts created hereby shall be construed, regulated and governed by and in accordance with the laws of the State of North Carolina.

ARTICLE XXV

Spendthrift Provision. Except as otherwise provided herein, all payments of principal and income payable, or to become payable, to the beneficiary of any trust created hereunder shall not be subject to anticipation, assignment, pledge, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate or encumber such interest, nor shall such interest, while in the possession of the fiduciary hereunder, be liable for, or subject to, the debts, contracts, obligations, liabilities or torts of any beneficiary.

ARTICLE XXVI

Perpetuities Savings Clause. Notwithstanding anything herein to the contrary, the trusts created hereunder shall terminate not later than Twenty-one (21) years after the death of the last survivor of the trust beneficiaries hereunder, their issue, and any person or persons or their issue used to define the trust beneficiaries under this trust, living on the date of the Settlor's death (or when this trust becomes irrevocable, if sooner), when the Trustee shall distribute each remaining trust hereunder to the beneficiary or beneficiaries of the current income thereof, and if there is more than one beneficiary, in the proportion in which they are beneficiaries or if no proportion is designated in equal shares to such beneficiaries.

Testimonium Clause. IN WITNESS WHEREOF, the Settlor and the Trustee have executed this Trust Agreement.

WITNESSES:

Paul H. Heller
Cheryl J. Cedar

Chris Combis (SEAL)
CHRIS COMBIS, Settlor

WITNESSES:

Paul H. Heller
Cheryl J. Cedar

Chris Combis (SEAL)
CHRIS COMBIS, Trustee

STATE OF NORTH CAROLINA

ACKNOWLEDGEMENTS

COUNTY OF MECKLENBURG

I, a Notary Public, within and for the State and County aforesaid do hereby certify that the foregoing instrument of writing was this day produced to me in the above State and County and was executed and acknowledged by CHRIS COMBIS, as Settlor and Trustee, to be the free and voluntary act and deed of the Settlor and Trustee.

WITNESS my signature this 11th day of March, 2003.

Lois K. Batchelor
Signature of Notary Public

Lois K. Batchelor
Name of Notary Public

Notary Public for:
North Carolina

My commission expires: 7-30-2003



FILE COPY

LAST WILL
OF
CHRIS COMBIS

CULP ELLIOTT & CARPENTER, P.L.L.C.
227 West Trade Street, Suite 1500
Charlotte, North Carolina 28202
(704) 372-6322

LAST WILL AND TESTAMENT
OF
CHRIS COMBIS

Introductory Clause. I, CHRIS COMBIS, a resident of and domiciled in the City of Charlotte, County of Mecklenburg and State of North Carolina, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking all Wills and Codicils at any time heretofore made by me.

ITEM I

Direction to Pay Debts. I direct that all my legally enforceable debts, secured and unsecured, be paid as soon as practicable after my death. If at the time of my death any of the real property herein devised is subject to any mortgage, I direct that the devisee taking such mortgaged property shall take it subject to such mortgage and that the devisee shall not be entitled to have the obligation secured thereby paid out of my general estate.

ITEM II

I direct that:

(1) Direction to Pay All Taxes from Residuary Estate. Except as provided in (2) herein, all estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) assessed with respect to my estate herein disposed of, or any part thereof, or on any bequest or devise contained in this my Last Will (which term wherever used herein shall include any Codicil hereto), shall be paid out of my residuary estate and shall not be charged to or against any recipient, beneficiary, transferee or owner of any such property or interests in property included in my estate for such tax purposes.

(2) Apportion Taxes on Nonprobate Property. All such taxes in respect to any property or interests in property included in my gross estate under Sections 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, and 2044 of the Internal Revenue Code shall be charged against and paid by the recipient or beneficiary of such property or interest in property or from the property or interest in the property, provided, however, there shall be no apportionment against any donee or recipient of any such property or interest in property which is a qualified charity under Section 2055 and the property or interest in property was allowed in my federal estate tax proceedings as a charitable deduction. The amount of the tax to be charged against such donee or recipient shall be determined by multiplying a

fraction (the numerator of which shall be the federal estate tax value of the property to be apportioned as finally determined in my federal estate tax proceedings and the denominator of which shall be the total value of my taxable estate for such federal estate tax purposes) times the net amount of such taxes payable by my estate after the application of all credits against such taxes.

ITEM III

Pour-Over Gift to Trustee of Testator's Inter Vivos Trust. I give, devise and bequeath all the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to the then acting trustee under that certain revocable trust agreement made between myself as Settlor and myself as Trustee executed prior to the execution of this Will on the 11th day of March, 2003. The trustee thereunder shall add the property bequeathed and devised by this Item to the principal of the above trust and shall hold, administer and distribute the property in accordance with the provisions of that trust agreement, including any amendments thereto made before my death.

ITEM IV

Alternate Provision to Incorporate Trust by Reference if Pour-Over is Invalid. In the event for any reason the bequest and devise above is ineffective and invalid, then I hereby give, devise and bequeath the rest, residue and remainder of my property of every kind and description (including lapsed legacies and devises), wherever situate and whether acquired before or after the execution of this Will, to the successor Trustee to be held, administered and distributed in accordance with the provisions of that certain revocable trust agreement made between myself as Settlor and myself as Trustee executed prior to the execution of this Will on the 11th day of March, 2003, which trust agreement is hereby incorporated by reference and made a part hereof the same as if the entire trust agreement were set forth herein. If for any reason the successor is unable or unwilling to serve then I hereby nominate, constitute, and appoint as successor or substitute Trustee a bank or trust company qualified to do business in the State of my domicile at the time of my death, or an individual experienced in business and financial matters, which successor or substitute Trustee shall be designated in a written instrument filed with the court having jurisdiction over the probate of my estate and signed by my oldest living child or if he or she fails to act, such Trustee shall be appointed by the court having jurisdiction over the probate of my estate.

ITEM V

Naming the Executor, Executor Succession, Executor's Fees and Other Matters. The provisions for naming the Executor, Executor succession, Executor's fees and other matters are set forth below:

(1) Naming an Individual Executor. I hereby nominate, constitute, and appoint as Executor of this my Last Will and Testament GEORGE C. COMBIS and direct that he shall serve without bond.

(2) Naming Individual Successor or Substitute Executor. If my individual Executor should fail to qualify as Executor hereunder, or for any reason should cease to act in such capacity, the successor or substitute Executor who shall also serve without bond shall be the next person willing to serve from the list below in the order named:

DIANE COMBIS

(3) Compensation for Individual Executor. For its services as Executor, the individual Executor shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses.

ITEM VI

Definition of Executor. Whenever the word "Executor" or any modifying or substituted pronoun therefor is used in this my Will, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Executor named herein and to any successor or substitute Executor acting hereunder, and such successor or substitute Executor shall possess all the rights, powers and duties, authority and responsibility conferred upon the Executor originally named herein.

ITEM VII

Powers for Executor. I hereby authorize my Executor in the exercise of its sole discretion and without an order of court, to do all things and to perform all acts that to it shall seem requisite or desirable in the businesslike settlement of my estate, including specifically the right to apportion and allocate receipts and expenses between income and principal. Without in any way limiting the generality of the foregoing, my Executor shall have all of the powers, except power (29) entitled "Apportion and Allocate Receipts and Expenses", set forth and described in Article 3 (Section 32-27), Chapter 32, of the General Statutes of North Carolina, relating to powers of fiduciaries, as they shall exist at the time of execution of this Will, which powers are incorporated in this Will as if fully copied herein and all the

powers, except power (18), set forth and described in Article 13 (Section 28A-13-3), Chapter 28A, of the General Statutes of North Carolina, relating to powers of personal representatives. I specifically authorize my Executor to sell real or personal property, at public or private sale, for cash or on credit, without court approval.

ITEM VIII

Provision for Executor to Act as Trustee for Beneficiary Under Age Twenty-One. If any share or property hereunder becomes distributable to a beneficiary who has not attained the age of Twenty-one (21) years or if any real property shall be devised to a person who has not attained the age of Twenty-one (21) years at the date of my death, then such share or property shall immediately vest in the beneficiary, but notwithstanding the provisions herein, my Executor acting as Trustee shall retain possession of the share or property in trust for the beneficiary until the beneficiary attains the age of Twenty-one (21), using so much of the net income and principal of the share or property as my Executor deems necessary to provide for the health, education, support and maintenance in the accustomed manner of living of the beneficiary, taking into consideration to the extent my Executor deems advisable any other income or resources of the beneficiary or his or her parents known to my Executor. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share or property shall be paid over, distributed and conveyed to the beneficiary upon attaining age Twenty-one (21), or if he or she shall sooner die, to his or her executors or administrators. Whenever my Executor determines it appropriate to pay any money for the benefit of a beneficiary for whom a trust is created hereunder, then the amounts shall be paid out by my Executor in such of the following ways as my Executor deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the care, support and education of the beneficiary; (4) by my Executor using such amounts directly for the beneficiary's care, support and education; (5) to a custodian under a uniform gift or transfer to minors act. My Executor as trustee shall have with respect to each share or property so retained all the powers and discretions conferred upon it as Executor. My Executor acting as trustee hereunder shall not be required to qualify as trustee in any court or to file in any court or with any public official any reports or accounts relating to the administration of any trust created under this Will; provided, however, my Executor acting as trustee hereunder shall furnish annually, or at more frequent intervals in his or her discretion, reports and accounts of the administration of the trust to the income beneficiaries thereof. Additionally, no bond shall be required of my Executor acting as trustee hereunder.

ITEM IX

Discretion Granted to Executor in Reference to Tax Matters. My Executor as the fiduciary of my estate shall have the discretion, but shall not be required when allocating receipts of my estate between income and principal, to make adjustments in the rights of any beneficiaries, or among the principal and income accounts to compensate for the consequences of any tax decision or election, or of any investment or administrative decision, that my Executor believes has had the effect, directly or indirectly, of preferring one beneficiary or group of beneficiaries over others; provided, however, my Executor shall not exercise its discretion in a manner which would cause the loss or reduction of the marital deduction as may be herein provided. In determining the state or federal estate and income tax liabilities of my estate, my Executor shall have discretion to select the valuation date and to determine whether any or all of the allowable administration expenses in my estate shall be used as state or federal estate tax deductions or as state or federal income tax deductions. If my estate plan includes a revocable trust agreement and it contains directions to my Executor, I direct my Executor to follow the directions in such trust agreement.

ITEM X

Appointment of Ancillary Representative. If it becomes necessary for a representative of my estate to qualify in any jurisdiction other than the State of my domicile at the time of my death, then to the extent that I may legally do so, I hereby nominate, constitute, and appoint my Executor named in this Will as my representative in such jurisdiction and direct that such Executor shall serve without bond. If for any reason my Executor is unable or unwilling to serve as such representative or cannot qualify as such representative, then I hereby appoint my Executor named herein to designate (to the extent that it may legally do so) a person or a corporation to serve as my representative and request that such person or corporation shall serve without bond. Any representative named as provided herein (to the extent that it may legally do so) shall have in such jurisdiction all the powers and duties conferred or imposed on my Executor by the provisions of this Will.

ITEM XI

Definition of Children. For purposes of this Will, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been legally adopted prior to the time that such person reaches the age of eighteen (18), that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone

who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

Definition of "Per Stirpes". Whenever property is to be divided "per stirpes," the property to be divided shall be divided into as many equal shares as there are living issue in the nearest degree of kinship to the designated person and deceased issue in the same degree who left issue who survive. Each surviving issue in the nearest degree shall receive one share and the share of each deceased issue in the same degree shall be divided among his or her surviving issue in the same manner.

ITEM XII

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit" ("unified credit" shall also mean "applicable credit amount"), "applicable exclusion amount," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to my estate. For purposes of this Will, my "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of my death reduced by the aggregate of (1) the amount, if any, of my exemption allocated to lifetime transfers of mine by me or by operation of law, and (2) the amount, if any, I have specifically allocated to other property of my gross estate for federal estate tax purposes. For purposes of this Will if at the time of my death I have made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and I have not yet filed a return, it shall be deemed that my generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of my death.

ITEM XIII

Statement by Testator of Intent Not to Exercise Power of Appointment. I hereby refrain from exercising any power of appointment that I may have at the time of my death.

ITEM XIV

Simultaneous Death Provision Presuming Beneficiary Predeceases Testator.
If any beneficiary and I should die under such circumstances as would make it doubtful whether the beneficiary or I died first, then it shall be conclusively presumed for the purposes of this Will that the beneficiary predeceased me.

Testimonium, Attestation and Self-Proving Affidavit. I, CHRIS COMBIS, the Testator, sign my name to this instrument this 11th day of March, 2003, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my last will and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.


CHRIS COMBIS

We, Paul M. Hattenbauer and Cheryl L. Cedar, the witnesses, sign our names to this instrument, being first duly sworn, and do hereby declare to the undersigned authority that the Testator signs and executes this instrument as his last will and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the Testator, and in the presence of each other, hereby signs this will as witness to the Testator's signing, and that to the best of our knowledge the Testator is eighteen years of age or older, of sound mind, and under no constraint or undue influence.


(Witness)


(Witness)

The State of North Carolina

County of Mecklenburg

Subscribed, sworn to, and acknowledged before me by CHRIS COMBIS, the Testator, and subscribed and sworn to before me by Paul M. Hattenbawn and Cheryl L. Cedar, witnesses, this 11th day of March, 2003.

Louie K. Batchelor (Seal)
Notary Public for North Carolina

My Commission Expires: 7-30-00

COPY

FIRST AMENDMENT AND RESTATEMENT OF REVOCABLE TRUST AGREEMENT
OF
CHRIS COMBIS

CULP ELLIOTT & CARPENTER, P.L.L.C.
4401 Barclay Downs Drive, Suite 200
Charlotte, North Carolina 28209
(704) 372-6322

Exhibit
A

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT AND RESTATEMENT
OF REVOCABLE TRUST AGREEMENT OF
CHRIS COMBIS

Introductory Clause. This First Amendment and Restatement of Revocable Trust Agreement of CHRIS COMBIS is made April 21, 2006, between CHRIS COMBIS, hereinafter referred to as the "Settlor," and CHRIS COMBIS, hereinafter referred to as the "Trustee."

WHEREAS, the Settlor and the Trustee entered into a Trust Agreement dated March 11, 2003, hereinafter called the Trust Agreement, and

WHEREAS, CHRIS COMBIS, pursuant to Article I and Article XII of the Trust Agreement does hereby waive the notice provisions of Article XVII of the Trust Agreement and does hereby resign as trustee under such Trust Agreement, and does hereby appoint DIANE COMBIS to serve as Trustee of the Trust Agreement and all trusts created thereunder. DIANE COMBIS shall serve without bond. The Trust Agreement is hereby amended in all respects necessary for DIANE COMBIS to be appointed and to serve as Trustee, and

WHEREAS, Article V of the Trust Agreement provides that the Settlor reserved the right to amend in any manner or revoke in whole or in part the Trust Agreement, and

WHEREAS, the Settlor is desirous of modifying and amending the Trust Agreement and the Trustee is agreeable to the modifications and amendments contained herein,

NOW, THEREFORE, IT IS AGREED that the entire Trust Agreement as modified and amended will read as follows:

ARTICLE I

Trustee Succession Upon the Death of the Settlor. Upon the death of the Settlor, DIANE COMBIS shall continue to serve as Trustee of the Trust Agreement and all trusts created hereunder.

ARTICLE II

Description of Property Transferred. The Settlor has paid over, assigned, granted, conveyed, transferred and delivered, unto the Trustee the property described in Schedule A of the Trust Agreement. This property and any other property that may be delivered to the Trustee hereunder or under which the Trustee may be designated as beneficiary, and any other property that may be received or which has been received by the Trustee hereunder, as invested and reinvested (hereinafter referred to as the "Trust Estate"), shall be held, administered and distributed by the Trustee as hereinafter set forth.

ARTICLE III

Rights of Settlor and Trustee in Insurance Policies. Upon the prior written consent of the Trustee, during the Settlor's lifetime, the Settlor shall have all rights under any life insurance policies held by the Trustee, including the right to change the beneficiary, to receive any dividends or other earnings of such policies without accountability therefor to the Trustee or any beneficiary hereunder, and may assign any policies to any lender, including the Trustee, as security for any loan to the Settlor or any other person; and the Trustee shall have no responsibility with respect to any policies, for the payment of premiums or otherwise, except to hold any policies received by the Trustee in safekeeping and to deliver them upon the Settlor's written request, after the Settlor has obtained the Trustee's written consent, and upon the payment to the Trustee of reasonable compensation for services. The rights of any assignee of any policy shall be superior to the rights of the Trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this trust shall be revoked with respect to such policy. However, no revocation of the trust with respect to any policy, whether pursuant to the provisions of the preceding sentence or otherwise, shall be effective unless the surrender or change in beneficiary of the policy is accepted by the insurance company. Upon the death of the insured under any policy held by or known to, and payable to, the Trustee, or upon the occurrence of some event prior to the death of the Settlor that matures any such policy, the Trustee, in its discretion, either may collect the net proceeds and hold them as part of the principal of the Trust Estate, or may exercise any optional method of settlement available to it, and the Trustee shall deliver any policies on the Settlor's life held by it and payable to any other beneficiaries as those beneficiaries may direct. Payment to, and the receipt of, the Trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this agreement or see to the application of any payment. The Trustee need not engage in litigation to enforce payment of any policy without indemnification satisfactory to it for any resulting expenses.

ARTICLE IV

Provisions for Settlor and Settlor's Children During Settlor's Lifetime. The Trustee shall hold, manage, invest and reinvest the Trust Estate (if any requires such management and investment) and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

(1) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor some, none or all of the net income from this Trust. Any income not distributed shall be accumulated and added to principal at least annually.

(2) During the lifetime of the Settlor, the Trustee may pay to or apply for the benefit of the Settlor some, none or all of the principal of this Trust.

(3) In the event that the Settlor is adjudicated to be incompetent or in the event that the Settlor is not adjudicated incompetent, but by reason of illness or mental or physical disability is, in the opinion of two licensed physicians, unable to properly handle the Settlor's own affairs, then and in that event the Trustee may during the Settlor's lifetime, in addition to the payments of income and principal for the benefit of the Settlor:

(a) pay to or apply for the benefit of any one or more of the Settlor's children such sums from the net income and from the principal of this Trust as in its sole discretion shall be necessary or advisable from time to time for the health, education, support and maintenance in the accustomed manner of living of the Settlor's children, taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's children taking into consideration to the extent the Trustee deems advisable, any other income or resources of the Settlor's children known to the Trustee; and

(b) pay to or apply for the benefit of the Settlor's children, grandchildren and/or more remote issue, or to trusts for the benefit of such children, grandchildren and/or more remote issue such sums from the net income and from the principal of this Trust as the Trustee in its discretion shall select for the purpose of making gifts; provided, however, that the aggregate amount of gifts made in any one calendar year that the Trustee may make to himself or herself or to satisfy a legal obligation of himself or herself shall not exceed, at the time of the gift, the amount that may be excluded from gift tax by the federal gift tax annual exclusion (unless the Settlor's spouse, if any, has agreed to consent to "gift splitting" under Section 2513 of the Internal Revenue Code in which case such gifts shall not exceed the amount that may be excluded from the federal gift tax by the federal gift tax annual exclusions available to the Settlor and the Settlor's

spouse) and this annual right shall be noncumulative and shall lapse at the end of each calendar year.

(4) During the lifetime of the Settlor, the Trustee may pay to any attorney-in-fact of the Settlor serving under a validly executed and effective power of attorney such sums from the income and/or principal of this Trust as is requested by such attorney-in-fact of the Settlor for the purpose of making gifts pursuant to such power of attorney.

ARTICLE V

Settlor's Rights to Amend, Change or Revoke the Trust Agreement. Upon the prior written consent of the Trustee, the Settlor may, by signed instruments evidencing the Trustee's consent and delivered to the Trustee during the Settlor's life: (1) withdraw property from this Trust in any amount and at any time upon giving reasonable notice in writing to the Trustee; (2) add other property to the Trust; (3) change the beneficiaries, their respective shares and the plan of distribution; (4) amend this Trust Agreement in any other respect; (5) revoke this Trust in its entirety or any provision therein; provided, however, the duties or responsibilities of the Trustee shall not be enlarged without satisfactory adjustment of the Trustee's compensation.

ARTICLE VI

Discretionary Provisions for Trustee to Deal with Settlor's Estate and Make Payment of Debts and Taxes. After the Settlor's death, the Trustee, if in its discretion it deems it advisable, may pay all or any part of the Settlor's funeral expenses, legally enforceable claims against the Settlor or the Settlor's estate, reasonable expenses of administration of the Settlor's estate, any allowances by court order to those dependent upon the Settlor, any estate, inheritance, succession, death or similar taxes payable by reason of the Settlor's death, together with any interest thereon or other additions thereto, without reimbursement from the Settlor's executors or administrators, from any beneficiary of insurance upon the Settlor's life, or from any other person. Any such payments of estate, inheritance, succession, death or similar taxes (except generation-skipping transfer taxes) shall be charged against the principal of the remaining Trust Estate distributed under Article VIII and any interest so paid shall be charged against the income thereof. If such share or trust was created as a fraction, then such taxes thus paid shall reduce the numerator of that share or trust and the Trust Estate, thus likewise reducing the denominator of the fraction. The Trustee may make such payments directly or may pay over the amounts thereof to the executors or administrators of the Settlor's estate. Written statements by the executors or administrators of such sums due and payable by the estate shall be sufficient evidence of their amount and propriety for the protection of the Trustee

and the Trustee shall be under no duty to see to the application of any such payments. The Trustee shall pay over to the executors or administrators of the Settlor's estate all obligations of the United States Government held hereunder which may be redeemed at par in payment of federal estate taxes.

ARTICLE VII

Specific Distributions. Upon the death of the Settlor, the Trustee shall make the following distributions:

- (1) Cash Distribution. The sum of Five Thousand Dollars and No Cents (\$5,000.00) shall be distributed to LINDA COMBIS, if she shall survive the Settlor.
- (2) Cash Distribution. The sum of Five Thousand Dollars and No Cents (\$5,000.00) shall be distributed to MARY COMBIS, if she shall survive the Settlor.
- (3) Cash Distribution. The sum of Five Thousand Dollars and No Cents (\$5,000.00) shall be distributed to GEORGE C. COMBIS, if he shall survive the Settlor.
- (4) Cash Distribution. The sum of Twenty Thousand Dollars and No Cents (\$20,000.00) shall be distributed to HELEN KOKLAS, if she shall survive the Settlor. The Trustee shall make \$5,000.00 yearly distributions (without interest) of this amount to HELEN KOKLAS. If HELEN KOKLAS shall die before all yearly distributions are made, the undistributed amount shall be distributed as provided in Article VIII.
- (5) Cash Distribution. The sum of Ten Thousand Dollars and No Cents (\$10,000.00) shall be distributed to JULIE QUILL, if she shall survive the Settlor.
- (6) Cash Distribution. The sum of Ten Thousand Dollars and No Cents (\$10,000.00) shall be distributed to CHRIS A. COMBIS, if he shall survive the Settlor.
- (7) Specific Distribution of Tangible Personal Property. The Settlor's Rolex watch shall be conveyed to CHRIS A. COMBIS, if he shall survive the Settlor.
- (8) Specific Distribution of Sales Proceeds. The Trustee shall sell any vehicle(s) owned by the Settlor at death and distribute the net sales proceeds in equal shares to the Settlor's great grandchildren, on the condition that the funds be used for educational expenses. The Trustee may satisfy its obligation under this paragraph by distributing such funds outright to the Settlor's great grandchildren if they are over the age of 18 or to a custodial account for the benefit of such great grandchildren if they are under the age of 18.

(9) Specific Distribution of Stock. All shares of stock of SUPERIOR TILE, MARBLE & TERRAZZO, INC. or of any successor or resulting corporation of such corporation which is a part of the Settlor's Trust Estate shall be distributed to GEORGE C. COMBIS, if he shall survive the Settlor.

(10) Specific Distribution of Personal Property. The Trustee's interest in any tangible personal property (unless such property has been disposed of pursuant to a foregoing provision of this Article) and any cash or currency held in the fire safe located at the residence of GEORGE and DIANE COMBIS shall be conveyed to DIANE COMBIS, if she shall survive the Settlor. If she shall not survive the Settlor all such property shall be distributed to GEORGE C. COMBIS, if he shall survive the Settlor.

(11) General Distribution of Personal and Household Effects With a Precatory Memorandum. All the Settlor's remaining personal and household effects of every kind including but not limited to furniture, appliances, furnishings, pictures, silverware, china, glass, books, jewelry, wearing apparel, boats, automobiles, and other vehicles, and all policies of fire, burglary, property damage, and other insurance on or in connection with the use of this property, shall be distributed to the Settlor's children surviving the Settlor, in approximately equal shares; provided, however, the issue of a deceased child surviving the Settlor shall take per stirpes the share their parent would have taken had he or she survived the Settlor. If the Settlor's issue do not agree to the division of the property among themselves, the Trustee shall make such division among them, the decision of the Trustee to be in all respects binding upon the Settlor's issue. The Settlor requests that the Trustee and the Settlor's issue abide by any memorandum by the Settlor directing the disposition of this property or any part thereof. This request is precatory and not mandatory. If any beneficiary hereunder is a minor, the Trustee may distribute such minor's share to such minor or for such minor's use to any person with whom such minor is residing or who has the care or control of such minor without further responsibility and the receipt of the person to whom it is distributed shall be a complete discharge of the Trustee. The cost of packing and shipping such property shall be charged as an expense of administration.

(12) Definition of Trust Estate. As used in this Trust Agreement, the words "Trust Estate" shall mean the entire Trust Estate minus the specific distributions under this Article.

ARTICLE VIII

Trusts for Children. The remaining Trust Estate shall be administered as provided in this Article:

(1) Division into Shares for Several Named Beneficiaries. Upon the Settlor's death, the Trustee shall divide the Trust Estate as then constituted into equal separate shares so as to provide One (1) share for each of the following who shall survive the Settlor: MARY COMBIS, LINDA COMBIS, and GEORGE C. COMBIS, (hereafter called singularly "named beneficiary" and collectively "named beneficiaries") and One (1) share for each deceased named beneficiary who shall leave issue surviving the Settlor. If the Settlor's daughter, MARY COMBIS, shall survive the Settlor, her equal share shall be funded to the largest extent possible with the Trustee's interest in the real property located at 718 Lochridge Road, Charlotte, North Carolina. If the Settlor's daughter, LINDA COMBIS, shall survive the Settlor, her equal share shall be funded to the largest extent possible with the Trustee's interest in the real property located at 9313 Horseshoe Circle, Fort Mill, South Carolina. It is the Settlor's intent that each share created hereunder shall be funded with assets of equal value.

(2) Discretionary Income and/or Principal for Named Beneficiary and Named Beneficiary's Issue. Prior to final distribution hereunder, the Trustee in its discretion may distribute some, none or all of the income and principal of the named beneficiary's share to or for the benefit of any one or more of a group consisting of the named beneficiary and the named beneficiary's issue (if any) in such amounts and at such times as the Trustee in its discretion determines for the health, education, support and maintenance in the accustomed manner of living of the named beneficiary and/or the named beneficiary's issue (if any), taking into consideration to the extent the Trustee deems advisable, any other income or resources of the named beneficiary and/or the named beneficiary's issue (if any), known to the Trustee. Any income not distributed shall be accumulated and added to principal annually. Notwithstanding the foregoing, during the named beneficiary's lifetime the named beneficiary shall be the primary beneficiary of the named beneficiary's share and such named beneficiary's health, education, support and maintenance in the accustomed manner of living shall be regarded as primary and the interests of concurrent, succeeding or remainder beneficiaries shall be regarded as secondary. Additionally, the Trustee shall make no distribution of income or principal to the named beneficiary's issue (if any) without first consulting with the named beneficiary (as the parent or grandparent of such issue) as to the propriety or appropriateness of such distribution; provided, however, the named beneficiary shall have no power to prevent the Trustee from making a discretionary distribution to another beneficiary.

(3) Power of Appointment in Named Beneficiary. After division into shares for named beneficiaries, upon the death of a named beneficiary prior to complete distribution of his or her share, the undistributed balance of the named beneficiary's share shall be paid over, conveyed and distributed to or in trust for such appointee or appointees from among the Settlor's issue, other than directly or indirectly, the named beneficiary, the named beneficiary's estate, the named beneficiary's creditors, creditors of the named beneficiary's estate or any entity in which any of the foregoing have a direct or indirect interest, in such manner and in such proportions as the named beneficiary may appoint in and by the Last Will of the named beneficiary, making specific reference to the power of appointment herein conferred. In disposing of this share, the Trustee shall be protected in relying upon an instrument admitted to probate in any jurisdiction as the Last Will of the named beneficiary or in acting upon the assumption that the named beneficiary died intestate in case the Trustee has no notice of the existence of a Will of the named beneficiary within Six (6) months after the death of the named beneficiary.

(4) Default Distribution. In default of the exercise of this power of appointment by the named beneficiary, or insofar as any part of the named beneficiary's share shall not be effectively appointed, then upon the death of the named beneficiary the undistributed balance of the named beneficiary's share, or the part of the share not effectively appointed, shall be distributed as follows:

(a) the share, if any, created for the benefit of GEORGE C. COMBIS shall be distributed to his then living issue, per stirpes.

(b) the share, if any, created for the benefit of MARY COMBIS shall be distributed to the separate trust created hereunder for the benefit of LINDA COMBIS, if she is then living, and held pursuant to the terms of such separate trust, and if LINDA COMBIS is not then living such share shall be distributed to the then living issue of GEORGE C. COMBIS, per stirpes.

(c) the share, if any, created for the benefit of LINDA COMBIS shall be distributed to the separate trust created hereunder for the benefit of MARY COMBIS, if she is then living, and held pursuant to the terms of such separate trust, and if MARY COMBIS is not then living such share shall be distributed to the then living issue of GEORGE C. COMBIS, per stirpes.

(5) Distribution of a Deceased Named Beneficiary's Share. Each share set aside, upon division into shares for the named beneficiaries, for a deceased named beneficiary who shall leave issue then living, shall be distributed per stirpes to such issue.

(6) Final Distribution if Named Beneficiaries Deceased. If at the time of the Settlor's death, or at any later time prior to final distribution hereunder, all of the named beneficiaries and their issue are deceased and no other disposition of the property is directed by this Trust, then and in that event the then remaining property of this Trust shall be distributed to the person or persons who would have been entitled to the same under the laws providing for the distribution of property in case of intestacy had the Settlor died intestate at that time, was the owner of such property, was unmarried and domiciled in North Carolina.

ARTICLE IX

(1) Definition of "Trustee". Whenever the word "Trustee" or any modifying or substituted pronoun therefor is used in this Trust, such words and respective pronouns shall include both the singular and the plural, the masculine, feminine and neuter gender thereof, and shall apply equally to the Trustee named herein and to any successor or substitute Trustee acting hereunder, and such successor or substitute Trustee shall have all the rights, powers and duties, authority and responsibility conferred upon the Trustee originally named herein.

(2) Definition of "Independent Trustee". Independent Trustee shall mean an individual Trustee who is not a beneficiary of any trust created hereunder, who is unrelated (by blood or marriage) within two degrees of kinship to the Settlor or any beneficiary of a trust created hereunder and who is not "related or subordinate" as such terms are defined in Section 672(c) of the Code. Independent Trustee shall also mean a bank or trust company qualified to do business in the jurisdiction of the situs of the trust so long as a beneficiary or relative as specified above owns no more than One Percent (1%) of such entity. A person or entity shall not qualify to be an Independent Trustee if such person or entity has previously been removed as Independent Trustee.

(3) "Definition of Family Trustee". Family Trustee shall mean a Trustee who is a beneficiary of any trust created hereunder and any person related to a beneficiary or the Settlor by blood or marriage within two degrees of kinship.

ARTICLE X

Powers for Trustee. The Trustee is authorized in its fiduciary discretion (which shall be subject to the standard of reasonableness and good faith to all beneficiaries) with respect to any property at any time held under any provision of this Trust Agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this Trust Agreement or by statute or general rules of law:

(1) To retain in the form received any property or undivided interests in property donated to, or otherwise acquired as a part of the Trust Estate, including residential property and shares of the Trustee's own stock, regardless of any lack of diversification, risk or nonproductivity, as long as it deems advisable, and to exchange any such security or property for other securities or properties and to retain such items received in exchange, although said property represents a large percentage of the total property of the Trust Estate or even the entirety thereof.

(2) To invest and reinvest all or any part of the Trust Estate in any property and undivided interests in property, wherever located, including bonds, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds of the Trustee, insurance contracts on the life of any beneficiary or annuity contracts for any beneficiary, without being limited by any statute or rule of law concerning investments by fiduciaries.

(3) To sell or dispose of or grant options to purchase any property, real or personal, constituting a part of the Trust Estate, for cash or upon credit, to exchange any property of the Trust Estate for other property, at such times and upon such terms and conditions as it may deem best, and no person dealing with it shall be bound to see to the application of any monies paid.

(4) To hold any securities or other property in its own name as Trustee, in its own name, in the name of a nominee (with or without disclosure of any fiduciary relationship) or in bearer form.

(5) To keep, at any time and from time to time, all or any portion of the Trust Estate in cash and uninvested for such period or periods of time as it may deem advisable, without liability for any loss in income by reason thereof.

(6) To sell or exercise stock subscription or conversion rights.

(7) To refrain from voting or to vote shares of stock which are a part of the Trust Estate at shareholders' meetings in person or by special, limited, or general proxy and in general to exercise all the rights, powers and privileges of an owner in respect to any securities constituting a part of the Trust Estate.

(8) To participate in any plan of reorganization or consolidation or merger involving any company or companies whose stock or other securities shall be part of the Trust Estate, and to deposit such stock or other securities under any plan of reorganization or with any protective committee and to delegate to such committee discretionary power with relation thereto, to pay a proportionate part of the

expenses of such committee and any assessments levied under any such plan, to accept and retain new securities received by the Trustee pursuant to any such plan, to exercise all conversion, subscription, voting and other rights, of whatsoever nature pertaining to such property, and to pay any amount or amounts of money as it may deem advisable in connection therewith.

(9) To enter for any purpose into a lease as lessor or lessee with or without option to purchase or renew for a term within or extending beyond the term of the trust.

(10) To borrow money and to encumber, mortgage or pledge any asset of the Trust Estate for a term within or extending beyond the term of the trust, in connection with the exercise of any power vested in the Trustee.

(11) To subdivide, develop, or dedicate real property to public use or to make or obtain the vacation of plats and adjust boundaries, to adjust differences in valuation on exchange or partition by giving or receiving consideration, and to dedicate easements to public use without consideration.

(12) To make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, to raze existing or erect new party walls or buildings.

(13) To continue and operate any business owned by the Settlor at the Settlor's death and to do any and all things deemed needful or appropriate by the Trustee, including the power to incorporate the business and to put additional capital into the business, for such time as it shall deem advisable, without liability for loss resulting from the continuance or operation of the business except for its own negligence; and to close out, liquidate or sell the business at such time and upon such terms as it shall deem best.

(14) To collect, receive, and receipt for rents, issues, profits, and income of the Trust Estate.

(15) To insure the assets of the Trust Estate against damage or loss and the Trustee against liability with respect to third persons.

(16) In buying and selling assets, in lending and borrowing money, and in all other transactions, irrespective of the occupancy by the same person of dual positions, to deal with itself in its separate, or any fiduciary capacity.

(17) To compromise, adjust, arbitrate, sue on or defend, abandon, or otherwise deal with and settle claims in favor of or against the Trust Estate as the Trustee shall deem best.

(18) To employ and compensate agents, accountants, investment advisers, brokers, attorneys-in-fact, attorneys-at-law, tax specialists, realtors, and other assistants and advisors deemed by the Trustee needful for the proper administration of the Trust Estate, and to do so without liability for any neglect, omission, misconduct, or default of any such agent or professional representative provided such person was selected and retained with reasonable care.

(19) To determine what shall be fairly and equitably charged or credited to income and what to principal.

(20) To hold and retain the principal of the Trust Estate undivided until actual division shall become necessary in order to make distributions; to hold, manage, invest, and account for the several shares or parts thereof by appropriate entries on the Trustee's books of account; and to allocate to each share or part of share its proportionate part of all receipts and expenses; provided, however, the carrying of several trusts as one shall not defer the vesting in title or in possession of any share or part of share thereof.

(21) To make payment in cash or in kind, or partly in cash and partly in kind upon any division or distribution of the Trust Estate (including the satisfaction of any pecuniary distribution) without regard to the income tax basis of any specific property allocated to any beneficiary and to value and appraise any asset and to distribute such asset in kind at its appraised value; and when dividing fractional interests in property among several beneficiaries to allocate entire interests in some property to one beneficiary and entire interests in other property to another beneficiary or beneficiaries. Whenever such division or distribution of the Trust Estate will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry appropriate interest. Appropriate interest means interest payable from the date of the Settlor's death or from the date specified under applicable state law requiring payment of interest at a rate (i) at least equal to the statutory rate of interest under state law, or if there is none, eighty percent (80%) of the Code section 7520 interest rate at the date of the Settlor's death and (ii) not more than the greater of the statutory rate under state law, or if there is none, one-hundred-twenty percent (120%) of the Code section 7520 interest rate at the date of the Settlor's death.

(22) In general, to exercise all powers in the management of the Trust Estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem best, and to do all acts which it may deem reasonably necessary or proper to carry out the purposes of this Trust Agreement.

(23) To purchase property, real or personal, from the Settlor's general estate upon such terms and conditions as to price and terms of payment as the Settlor's executors or administrators and the Trustee shall agree, to hold the property so purchased as a part of the Trust Estate although it may not qualify as an authorized trust investment except for this provision, and to dispose of such property as and when the Trustee shall deem advisable. The fact that the Settlor's executors or administrators and the Trustee are the same shall in no way affect the validity of this provision.

(24) To lend funds to the Settlor's general estate upon such terms and conditions as to interest rates, maturities, and security as the Settlor's executors or administrators and the Trustee shall agree, the fact that they may be the same in no way affecting the validity of this provision.

(25) To receive property bequeathed, devised or donated to the Trustee by the Settlor or any other person; to receive the proceeds of any insurance policy which names the Trustee as beneficiary; to execute all necessary receipts and releases to Executors, donors, insurance companies and other parties adding property to the Trust Estate.

(26) To combine assets of two or more trusts if the provisions and terms of each trust are substantially identical, and to administer them as a single trust, if the Trustee reasonably determines that the administration as a single trust is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries.

(27) To divide any trust into separate shares or separate trusts or to create separate trusts if the Trustee reasonably deems it appropriate and the division or creation is consistent with the Settlor's intent, and facilitates the trust's administration without defeating or impairing the interests of the beneficiaries. Further, the donee of any power of appointment with respect to a trust so divided may exercise such power differently with respect to the separate trusts created by the division. The Settlor exonerates the Trustee from any liability arising from any exercise or failure to exercise these powers, provided the actions (or inactions) of the Trustee are taken in good faith. In addition, the Independent Trustee of any trust created hereunder shall have the power, without court order or approval, to create a sub-trust of such trust in any jurisdiction for the benefit of the beneficiary or beneficiaries of such trust. Any such sub-trust shall be substantially identical to the trust to which it is a sub-trust and shall have identical beneficiaries with identical interests to their interests in the original trust.

(28) To divide property in any trust being held hereunder with an inclusion ratio, as defined in Section 2642(a)(1) of the Internal Revenue Code of 1986, as from time to time amended or under similar future legislation, of neither one nor

zero into two separate trusts representing two fractional shares of the property being divided, one to have an inclusion ratio of one and the other to have an inclusion ratio of zero, to create trusts to receive property with an inclusion ratio of either one or zero and if this cannot be done to refuse to accept property which does not have a matching inclusion ratio to the receiving trust's ratio, all as the Trustee in its sole discretion deems best. Whenever such division or distribution of the Trust Estate will result in the residual transfer of property after the satisfaction of a pecuniary payment, such pecuniary payment shall carry appropriate interest. Appropriate interest means interest payable from the date of the Settlor's death or from the date specified under applicable state law requiring payment of interest at a rate (i) at least equal to the statutory rate of interest under state law, or if there is none, eighty percent (80%) of the Code section 7520 interest rate at the date of the Settlor's death and (ii) not more than the greater of the statutory rate under state law, or if there is none, one-hundred-twenty percent (120%) of the Code section 7520 interest rate at the date of the Settlor's death.

(29) If the Trustee shall act as the Executor of the Settlor's estate, to elect to allocate any portion or all the Settlor's generation-skipping transfer exemption provided for in Code Section 2631 or under similar future legislation, in effect at the time of the Settlor's death, to any portion or all of any other trusts or bequests in the Settlor's Will or any other transfer which the Settlor is the transferrer for purposes of the generation-skipping tax.

ARTICLE XI

Trustee Resignation, Trustee Succession, Trustee Fees and Other Matters. The provisions for Trustee resignation, Trustee succession, Trustee fees and other matters are set forth below:

(1) Resignation of Trustee. Except as otherwise provided in this Trust Agreement the Trustee shall have the right to resign at any time without court order by giving written notice to the person or persons designated below who are authorized to appoint a successor Trustee. Such resignation shall become effective upon acceptance of the Trusteeship by a successor Trustee.

(2) Successor Trustee. The Settlor hereby directs that each trust created hereunder may, but need not, have a different Trustee. If the Trustee as initial Trustee, or a successor Trustee, resigns or otherwise becomes unable or unwilling to serve, or if no Trustee is currently serving because an Trustee was not initially named in this Trust, then an initial or successor Trustee may be appointed by the next listed of the following persons in the order named (provided that a succeeding person(s) listed may not make such appointment unless the preceding person(s) is unable to make such appointment):

(a) DIANE COMBIS, who is authorized to appoint herself as a Trustee hereunder;

(b) GEORGE C. COMBIS, who is authorized to appoint himself as a Trustee hereunder;

(c) LINDA COMBIS, with respect to the separate trust created hereunder for the benefit of MARY COMBIS, who is authorized to appoint herself as a Trustee hereunder;

(d) the primary beneficiary of such trust (other than MARY COMBIS), or if there is no primary beneficiary then a majority of the beneficiaries to whom the income of a trust could then be paid, who are not authorized to appoint themselves as a Trustee hereunder. If a beneficiary is a minor or incapacitated or not competent, the vote on his or her behalf may be made by a person (other than the Settlor, or a person who has made a transfer to the trust) who is (i) the guardian of the beneficiary's estate or, if none, (ii) the guardian of the person of the beneficiary; or

(e) a court of competent jurisdiction.

Notwithstanding the foregoing, one or more beneficiaries shall not have a right to select a successor Trustee if the exercise of such power, at the time of exercise, would cause the trust corpus to be included in the estates of one or more of such beneficiaries.

(3) Beneficiaries' Right to Petition for Removal of Corporate Trustee. In the event that a corporate Trustee is appointed, and such Trustee's investment performance for investable funds is below average performance of professional investment managers for a sustained period of time which shall in no event be construed to exceed Three (3) years, the then income beneficiaries of each separate trust excluding the Settlor, shall have the right, as a group, acting unanimously, to petition for removal of such corporate Trustee in a court of competent jurisdiction, and to recommend to the court in such petition a successor Trustee. In evaluating the petition, the court should construe the Settlor's intentions to provide not merely a preservation of the Trust assets but also for adequate growth such as is available from a corporate Trustee doing business in the state of the Trust situs having above-average investment performance. The Settlor does not intend by this provision in any way to limit the rights or remedies which a beneficiary may have regarding a Trustee generally under this Agreement or state law nor does the Settlor intend to increase the Trustee's liabilities generally under this Agreement or under state law. If a beneficiary is a minor or incapacitated or not competent, the vote on his or her behalf may be made by a person (other than the Settlor, or a person who has made a transfer to the Trust).

who is (i) the guardian of the beneficiary's estate or, if none, (ii) the guardian of the person of the beneficiary.

(4) Instrument Effecting Appointment. The appointment of any successor Trustee shall be effected by an instrument which has been signed by the person or persons having the right of such appointment and by the successor Trustee in acceptance of the appointment and which has been delivered to the then acting Trustee, if any.

(5) Transfer of Trust Property to a Nonresident Trustee. If a nonresident successor Trustee is appointed, the Trust property may be transferred without court order to the nonresident successor Trustee or such other entity as the nonresident successor Trustee may direct. It is the Settlor's understanding that the separate trusts created hereunder may be held by different Trustees and administered independently in different states.

(6) Powers of Successor Trustee. Any successor or substitute Trustee may exercise all the powers and authority conferred upon the original Trustee, including the right to resign, and shall not be liable for any acts or omissions of any predecessor Trustee.

(7) Family Trustee and Independent Trustee as Co-Trustees. Whenever a Family Trustee and an Independent Trustee are acting as Co-Trustees under this Trust instrument, the following provisions shall apply:

(a) Decision of Family Trustee to Control Upon Disagreement. If there is any disagreement between Co-Trustees as to the joint or mutual powers given to them concerning investments of Trust property, including the exercise of any voting rights with respect to business interests held by any trust created under this Trust Agreement, the decision of the Family Trustee shall control. The Independent Trustee shall not be liable for any act or omission to act on the part of the Family Trustee not joined in by the Independent Trustee regarding those matters with respect to which the decision of the Family Trustee controls.

(b) Family Trustee's Power of Delegation. The Family Trustee shall have the power without court order at any time and from time to time to delegate to the Independent Trustee any or all of the Family Trustee's powers as Co-Trustee. The power of delegation shall be exercised by the Family Trustee by delivery to the Independent Trustee of written notice specifying the powers delegated. Such delegation shall remain effective for the time specified in the notice of delegation. The Family Trustee shall not be liable with respect to the exercise or nonexercise of powers delegated during the period of such delegation.

(8) Limitation on Successor Trustee. Any successor Trustee appointed pursuant to the foregoing provisions must be (i) an association or corporation (other than an association or corporation in which a beneficiary has a significant direct or indirect ownership interest) qualified to exercise trust powers or (ii) an individual. Also, an individual shall not be appointed Trustee of a trust created hereunder unless such individual is experienced in business; provided, however, that this limitation shall not be applied to limit the right (if any such right exists hereunder), of a beneficiary hereunder to serve as a Family Trustee. The foregoing sentence is precatory and not mandatory.

(9) Discharge of Legal Obligations. Notwithstanding any provision to the contrary herein, no distribution of income or principal shall be made from any trust created hereunder to or for the benefit of any beneficiary, if such distribution would have the effect of satisfying any legal obligation of another beneficiary to support such beneficiary, including any legal obligation of support under state law.

(10) Limitations Applicable to Trustee. Notwithstanding any other provision of this Agreement, no Trustee (or other person) who is a beneficiary of any trust created hereunder (other than a contingent remainder beneficiary) or who is obligated to support a beneficiary of any trust created hereunder (other than a contingent remainder beneficiary), shall ever participate as Trustee of that trust in the exercise, or decision not to exercise, any discretion granted to the Trustee (i) to directly or indirectly, make distributions, payments or applications of income or principal of any trust created hereunder to or for the benefit of any beneficiary, including but not limited to himself or herself, (ii) to allocate receipts or expenses to or between income and principal of any trust, if the trust provides for a mandatory distribution of income, (iii) to exercise any vote to declare a dividend or make any capital adjustment of a corporation owned by any trust (or to exercise similar powers in a partnership or other entity owned by any trust), if the trust provides for a mandatory distribution of income, (iv) to consolidate or merge any trusts, create any separate trusts, or terminate any trusts, (v) to exercise any discretion with respect to an insurance policy held hereunder on the life of such Trustee (including, but without limitation, any discretion which would constitute an "incident of ownership" within the meaning of Section 2042(2) of the Code, (vi) to hold any Trust property as a custodian for a minor or as donee of a power during minority, or select any such custodian or donee, (vii) to remove any Trustee, (viii) to exercise any power to amend or affect beneficiaries' powers of withdrawal over additions to any Trust, (ix) to exercise any power to lend money, directly or indirectly, to himself or herself, or to any person or entity that would have the effect of satisfying a legal obligation of such Trustee including an obligation of support under state law, or (x) to exercise any general power of appointment described in Sections 2041 or 2514 of the Code. In addition, no Trustee who is under a legal obligation to support any beneficiary shall participate in the exercise, or decision not to exercise, any discretion granted to the Trustee over payments, distributions,

applications or beneficial uses of trust property in discharge of any obligation of support to such beneficiary. These limitations shall be in addition to any limitations under applicable state law. In each case, the determination of the remaining Trustee or Trustees shall be final and binding upon the beneficiaries of such trust. In addition, no individual shall serve as Trustee of any trust which holds property with respect to which such individual has made a qualified disclaimer within the meaning of Section 2518 of the Code. If all of the Trustees serving are unable to participate in the exercise of any such discretion or are otherwise disqualified from or restricted in exercising any power under any trust created hereunder or under applicable state law, then the person or persons who are authorized to appoint a successor or substitute Trustee hereunder may appoint an Independent Trustee who is capable of exercising the fiduciary discretion to make any such distribution, tax election or take other necessary action hereunder; and if no persons hereunder are able or willing to appoint an Independent Trustee for such purpose then a court of competent jurisdiction may be petitioned to appoint a Co-Trustee or special Trustee who is not disqualified as provided under state law. The limitations set forth in this paragraph shall not apply to the Settlor of this revocable trust.

(11) No General Power of Appointment. No beneficiary, Trustee, delegatee of a Trustee or Trust Protector (if any) hereunder, as the case may be, shall have any right, power, duty, or discretion hereunder concerning any trust created hereunder (including but not limited to the right to make distributions to or for the benefit of himself or herself unless such distributions are for the health, education (including college and professional), maintenance and support of such beneficiary, including the satisfaction of a legal obligation of support, to terminate a trust so as to receive a distribution, to borrow money or to exercise any power that would benefit himself or herself), if such right, power, duty or discretion conferred upon said beneficiary, Trustee or Trust Protector (if any), as the case may be, under this Agreement is a general power of appointment under Section 2041 of the Code, which would cause any assets of any trust created hereunder to be included in the estate of the beneficiary or Trustee at death or would constitute a lapse of a general power of appointment under Section 2514 of the Code, in each case including but not limited to a power which would constitute a reciprocal power if exercised in conjunction with another then acting Trustee. Any such right, power, duty or discretion with such effect shall be null and void with respect to said beneficiary, Trustee or Trust Protector (if any), as the case may be. This provision shall not limit a beneficiary's right to exercise any Five Thousand Dollar (\$5,000) or five percent power of withdrawal granted under any trust created hereunder, to exercise a withdrawal right specifically granted to a beneficiary upon attaining a specified age or to exercise a general power of appointment specifically granted to a beneficiary under Trust B or Trust D, if such trust is a part hereof. Also, this provision shall not limit the right of any beneficiary to exercise any special power of appointment granted to him or her under this Agreement. The limitations set forth in this paragraph shall not apply to the Settlor of this revocable trust.

(12) Fee Schedule for Individual Trustee. For its services as Trustee, an individual Trustee shall receive reasonable compensation for the services rendered and reimbursement for reasonable expenses, or such other reasonable fee as approved in writing by the primary beneficiary (or guardian of any minor primary beneficiary). The Settlor understands that professional money managers may be utilized by the Trustee to manage money and that a Trustee who is affiliated with a money manager may receive direct or indirect compensation for money management services provided to the trust.

(13) Fee Schedule for Corporate Trustee. For its services as Trustee, a corporate Trustee shall receive an amount determined by its Standard Fee Schedule in effect and applicable at the time of the performance of such services, or such lower amount as negotiated upon such corporate Trustee's appointment or at any other time. If no such schedule shall be in effect at that time, it shall be entitled to reasonable compensation for the services rendered.

(14) Accountings by the Trustee. The Trustee may render to any trust beneficiaries and to any court appointed personal representatives of any minor or incapacitated income beneficiaries (and, at the request of a majority of the adult beneficiaries of any trust created hereunder, must render annually or quarterly) statements of the Trustee's management of this Trust, showing all receipts, disbursements and distributions of both income and principal. If the Trustee does not receive any objection in writing from said persons within Sixty (60) days after the rendering of any such statements, such statements shall be deemed approved by said persons and such approval, as to all matters and transactions stated in said statements or shown thereby with the exception of circumstances involving fraud or gross negligence, shall be final and binding upon all persons, whether in being or not, who are then or may thereafter be interested in, or entitled to share in, either the income or principal of such trust, but the right to assent to the Trustee's account does not include any power or right to enlarge or shift the beneficial interest of any beneficiary of the Trust.

(15) Change in Corporate Fiduciary. Any corporate successor to the trust business of the corporate fiduciary designated herein or at any time acting hereunder shall succeed to the capacity of its predecessor without conveyance or transfer.

(16) Trustee's Investment Discretion. It is the Settlor's intention that the Trustee is to have broad discretion under this Trust Agreement with respect to any investments. As a result of exercising this broad discretion, the Trustee shall not be limited in any way or held liable for breach of any state or federal fiduciary duty to invest prudently or by any state or federal prudent-man investment standard. In carrying out any of the duties under this Trust Agreement, the Trustee shall not be

held liable for any act unless that act constitutes gross negligence or willful misconduct on the part of the Trustee. This provision shall in no way include any authorization for a Trustee to enlarge or shift the beneficial interest of any beneficiary of the trust.

(17) Investment Approval. If the primary beneficiary (over the age of Twenty-One (21)) of any trust hereunder (or all income beneficiaries of the trust who are over the age of Twenty-One (21) if there is no primary beneficiary) approves any particular bona fide investment or investments by the Trust in writing to the Trustee, then the Trustee (both Family and Independent Trustee) will not be held liable for any breach of fiduciary duty or negligence for his or her good faith decision to invest in that particular investment. The right to approve investments shall in no way include any authorization for a Trustee or beneficiary to enlarge or shift the beneficial interest of any beneficiary of the trust.

(18) Notice of Events. Until the Trustee receives, from some person interested in this Trust, written notice of any death, birth, marriage, or other event on which the right to receive income or principal of any trust created hereunder may depend, the Trustee shall incur no liability for any disbursements or distributions made or omitted in good faith.

(19) No Requirement of Third Parties to Inquire into Trustee's Actions. No person or institution dealing with the Trustee shall be required to see to the application of any money or other property delivered to the Trustee or to inquire into the necessity or propriety of any action taken or not taken by the Trustee.

(20) Liability of Individual Trustee. An individual Trustee shall use his or her discretion in application of his or her power and authority and shall not be liable in any manner for any losses resulting from the exercise of his or her discretion, unless such loss shall result directly from the Trustee's gross negligence or willful misconduct. This limitation of liability is not intended to limit or expand the liability of a corporate Trustee as otherwise provided in this Trust Agreement or provided generally by law. This provision shall in no way include any authorization for a Trustee to enlarge or shift the beneficial interest of any beneficiary of the trust.

(21) Trustee to Serve Without Bond or Court Supervision. Neither the Trustee named herein nor any successor Trustee, whether named herein or not, shall be required to give or file bond or other security for the faithful performance of the duties of said office. The Settlor directs that no Trustee appointed or named hereunder shall be required to qualify before any court, that no accounts need be filed in any courts by any Trustee, and that none of the trusts created by this Agreement need be submitted to the jurisdiction of any court. The Trustee or the beneficiaries of any trust created by this instrument, however, are not prohibited from obtaining a court adjudication of any of the Trustee's accounts, and may

request court instructions or submit a dispute to the appropriate court at any time or take more than one or all of said actions.

(22) Delegation of Duties and Powers. Any Trustee shall have the power to delegate any duties or powers, discretionary or otherwise, to any person or institution for such periods and upon such terms and conditions as may be designated in a written instrument acknowledged in such form as would entitle a deed of real property to be recorded and delivered to such person or institution; and, if any duties or powers are delegated to a co-fiduciary, the fiduciary so delegating any duties or powers hereunder shall have no further responsibility with respect to the exercise of such duties or powers so long as such delegation shall remain in effect; and any such delegation shall be revocable by a similar instrument so delivered at any time, provided, however, that an Independent Trustee may not delegate to anyone any duties or powers that the person would be specifically prohibited from exercising (whether the person was a trustee or not) under the terms of any trust created hereunder or under applicable state law and such person shall not exercise any such prohibited duties or powers. All limitations on a trustee's powers under this Agreement shall be applicable to any person who holds powers delegated to such person by a Trustee.

(23) Successor Trustee Liability. No successor Trustee shall be personally liable for any act or omission of any predecessor. With the approval of the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust, a successor Trustee may accept the account rendered and the property received as a full and complete discharge to the predecessor Trustee without incurring any liability for so doing.

(24) Examination of Accounts. No successor Trustee shall be obligated to examine the accounts and actions of any previous Trustee.

(25) Exercise of Powers by Co-Trustees. Except as specifically provided in this Trust Agreement, joint or mutual powers given to the Trustees, including, but not limited to, the powers concerning investments of Trust property, must be exercised by both of the Trustees if there are two Trustees or by a majority of the Trustees if there are more than two Trustees. A Trustee shall not be personally liable to the beneficiaries of the trust or to others for any act on the part of a majority of the Trustees not joined in by such Trustee or for any act in which the Trustee joins at the direction of a majority of the Trustees if the Trustee expressed such Trustee's dissent in writing to any of the other Trustees at or before the time of such joinder.

(26) Trustees' Disputes Referred to Arbitration. Except as otherwise provided under paragraph (7)(a) of this Article, if at any time in the performance of their duties under this Trust instrument or in the administration of this Trust

instrument, the Trustees who are authorized to act on a particular matter are equally divided on such matter and are unable to resolve such division and to reach an effective decision as to the administration of this Trust instrument, they may appoint an arbitrator and a decision by the arbitrator shall be deemed to be and shall constitute the action of the Trustees in regard to such matter. The arbitrator appointed pursuant to this Paragraph is hereby expressly relieved from any responsibility, duty or liability and shall have no further powers and authority under this Trust instrument. The duties and obligations of the arbitrator are as specified in this Paragraph, and the arbitrator shall not be responsible or personally liable in any way for any acts or decisions which would otherwise be deemed to constitute the administration of this Trust instrument. The arbitrator appointed under this Paragraph shall be a person who is unrelated by blood or marriage to the Settlor, any beneficiary hereunder or any Trustee hereunder and such arbitrator shall be experienced in matters involving the administration of a trust.

ARTICLE XII

Considerations in Making Discretionary Distributions. In deciding whether to make distributions of the income or principal of any trust which are within the discretion of the Trustee, the Trustee should consider the following matters which are not intended to limit or direct the exercise of such discretion in any way:

- (1) General Purposes for Distributions. It is the Settlor's general desire, although not binding on the Trustee, that the Trustee's discretion be exercised for such purposes as the Trustee shall deem reasonable and appropriate for the health, education (including college and professional), maintenance and support in the accustomed manner of living of the beneficiaries. The Trustee of each trust created hereunder may exercise its discretion to withhold distributions to a beneficiary. It is intended that each trust created hereunder shall be a discretionary trust as to distributions even though distributions may be limited by an ascertainable standard.
- (2) Consideration of Other Financial Resources. The Trustee may take into consideration other financial resources of the beneficiaries but is not required to do so.
- (3) No Obligation to Equalize Distributions. Whenever there is more than one beneficiary of a trust, distributions of income and principal may be made by the Trustee without obligation to equalize such distributions among the beneficiaries.
- (4) Discretionary Distributions to Beneficiaries. The Trustee should make no discretionary distribution of income or principal to any beneficiary of a trust created hereunder without first consulting with the primary beneficiary of such trust as to the propriety or appropriateness of such distribution. It is the Settlor's

desire that the Trustee carefully consider and take into consideration the recommendations of the primary beneficiary of each trust; provided, however, the primary beneficiary shall have no power to cause or prevent the Trustee from making a discretionary distribution to another beneficiary.

ARTICLE XIII

Trustee's Discretion to Allow Beneficiary or Beneficiaries to Occupy Residential Real Estate. The Trustee may in its discretion permit any beneficiary or beneficiaries to occupy rent free any residence constituting a part of the trust assets for such beneficiary or beneficiaries if necessary or desirable for their maintenance and support in a beneficiary's or beneficiaries' accustomed manner of living and to pay the real estate taxes thereon, expenses of maintaining the residence in suitable repair and condition and hazard insurance premiums on the residence.

ARTICLE XIV

Provision for Trustee to Act as Trustee for Beneficiary Under Age Thirty (30). Except as otherwise provided in this Trust Agreement with respect to a withdrawal right granted to a beneficiary upon reaching a certain age, if any share hereunder becomes distributable to a beneficiary who has not attained the age of Thirty (30), such share shall immediately vest in the beneficiary, but notwithstanding the provisions herein, the Trustee shall retain possession of the share in trust for the beneficiary until the beneficiary attains the age of Thirty (30), using so much of the net income and principal of the share as the Trustee deems necessary to provide for the health, education, support and maintenance in the accustomed manner of living of the beneficiary, taking into consideration to the extent the Trustee deems advisable any other income or resources of the beneficiary or his or her parents known to the Trustee. Any income not so paid or applied shall be accumulated and added to principal. The beneficiary's share shall be paid over and distributed to the beneficiary upon attaining age Thirty (30), or if he or she shall sooner die, to his or her executors or administrators. The Trustee shall have with respect to each share so retained all the powers and discretions it had with respect to the trusts created herein generally.

ARTICLE XV

Trustee's Discretion in Making Payments to a Person Under Age Thirty (30), Incompetent, or Incapacitated Person. Except as otherwise provided in this Trust Agreement with respect to a withdrawal right granted to a beneficiary upon reaching a certain age, in case the income or principal payment under any trust created hereunder or any share thereof shall become payable to a person under the age of Thirty (30), or to a person under legal disability, or to a person not

adjudicated incompetent, but who, by reason of illness or mental or physical disability, is, in the opinion of the Trustee unable properly to administer such amounts, then such amounts shall be paid out by the Trustee in such of the following ways as the Trustee deems best: (1) directly to the beneficiary; (2) to the legally appointed guardian of the beneficiary; (3) to some relative or friend for the health, education, support and maintenance in the accustomed manner of living of the beneficiary; (4) by the Trustee using such amounts directly for the beneficiary's care, support and education; (5) to a custodian for the beneficiary under the Uniform Gifts or Transfers to Minors Act.

ARTICLE XVI

Discretion in Independent Trustee to Terminate Trust and Distribute to Income Beneficiary. If at any time any trust created hereunder has a fair market value as determined by the Independent Trustee to be less than that which the Independent Trustee deems practical for continuance of the trust, the Independent Trustee may, in its discretion, terminate the trust. If a trust created hereunder is terminated by the Independent Trustee pursuant to the preceding sentence, then the Independent Trustee shall distribute all of the then remaining principal and undistributed income to the primary beneficiary of such trust, or if there is no primary beneficiary, then to the beneficiary or beneficiaries of the current income thereof, such persons, if there is more than one beneficiary who are issue of the Settlor, to take per stirpes (subject to the rights to distributions from a trust for the Settlor's spouse that would otherwise qualify for the marital deduction). Upon the termination of a trust created hereunder, only the Independent Trustee may distribute the remaining trust property to the trust beneficiaries provided above.

ARTICLE XVII

Definition of Children. For purposes of this Trust, "children" means the lawful blood descendants in the first degree of the parent designated; and "issue" and "descendants" mean the lawful blood descendants in any degree of the ancestor designated; provided, however, that if a person has been legally adopted prior to the time that such person reaches the age of eighteen (18), that person shall be considered a child of such adopting parent and such adopted child and his or her issue shall be considered as issue of the adopting parent or parents and of anyone who is by blood or adoption an ancestor of the adopting parent or either of the adopting parents. The terms "child," "children," "issue," "descendant" and "descendants" or those terms preceded by the terms "living" or "then living" shall include the lawful blood descendant in the first degree of the parent designated even though such descendant is born after the death of such parent.

Definition of "Per Stirpes". Whenever property is to be divided "per stirpes," the property to be divided shall be divided into as many equal shares as there are

living issue in the nearest degree of kinship to the designated person and deceased issue in the same degree who left issue who survive. Each surviving issue in the nearest degree shall receive one share and the share of each deceased issue in the same degree shall be divided among his or her surviving issue in the same manner.

ARTICLE XVIII

Definition of Words Relating to the Internal Revenue Code. As used herein, the words "gross estate," "adjusted gross estate," "taxable estate," "unified credit" ("unified credit" shall also mean "applicable credit amount"), "applicable exclusion amount," "state death tax credit," "maximum marital deduction," "marital deduction," "pass," and any other word or words which from the context in which it or they are used refer to the Internal Revenue Code shall have the same meaning as such words have for the purposes of applying the Internal Revenue Code to the Settlor's estate. For purposes of this Trust Agreement, the Settlor's "available generation-skipping transfer exemption" means the generation-skipping transfer tax exemption provided in section 2631 of the Internal Revenue Code of 1986, as amended, in effect at the time of the Settlor's death reduced by the aggregate of (1) the amount, if any, of the Settlor's exemption allocated to lifetime transfers of the Settlor by the Settlor or by operation of law, and (2) the amount, if any, the Settlor has specifically allocated to other property of the Settlor's gross estate for federal estate tax purposes. For purposes of this Trust Agreement if at the time of the Settlor's death the Settlor has made gifts with an inclusion ratio of greater than zero for which the gift tax return due date has not expired (including extensions) and the Settlor has not yet filed a return, it shall be deemed that the Settlor's generation-skipping transfer exemption has been allocated to these transfers to the extent necessary (and possible) to exempt the transfer(s) from generation-skipping transfer tax. Reference to sections of the Internal Revenue Code and to the Internal Revenue Code shall refer to the Internal Revenue Code amended to the date of the Settlor's death.

ARTICLE XIX

Simultaneous Death Provision Presuming Beneficiary Predeceases Settlor. If any beneficiary and the Settlor should die under such circumstances as would make it doubtful whether the beneficiary or the Settlor died first, then it shall be conclusively presumed for the purposes of this Trust that the beneficiary predeceased the Settlor.

ARTICLE XX

Payment of Funeral Expenses and Expenses of Last Illness of Income Beneficiary. On the death of any person entitled to income or support from any Trust hereunder, the Trustee is authorized to pay the funeral expenses and the

COPY

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

SECOND AMENDMENT TO
REVOCABLE TRUST AGREEMENT

THIS SECOND AMENDMENT is executed this 24th day of April, 2008, by CHRIS COMBIS of Mecklenburg County, North Carolina, who is referred to in this second amendment in the first person.

I entered into a certain trust instrument dated the 11th day of March, 2003, with myself, as Trustee (the "Trust Agreement").

Under Article V of that Trust Agreement I reserved the right at any time to amend the Trust Agreement in whole or in part by an instrument delivered to the Trustee.

The Trust Agreement was amended by the First Amendment and Restatement of Revocable Trust Agreement dated April 21, 2006.

The Settlor is desirous of further modifying and amending the Trust Agreement and the Trustee is agreeable to the modifications and amendments contained herein,

I now desire to exercise my right of amendment and amend the Trust Agreement as follows:

FIRST:

I amend Article VII, that appears on page five (5) of the Trust Agreement, by deleting Paragraphs (1), (2), (3), (4), (5), (6), (7), (8), (9) and (10) in their entirety.

SECOND:

I amend Article VII, by renumbering Paragraphs (11) and (12) that appear on page six (6) of the Trust Agreement so that as amended Paragraph (11) shall become Paragraph (1), and Paragraph (12) shall become Paragraph (2).

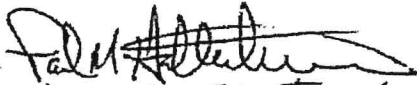
THIRD:

The Trust Agreement shall in all other aspects remain in full force and effect.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


2008, The Trustee and I have signed and sealed this instrument on the 24th day of April,

SETTLOR:


Amanda E. Wood

Chris Combis (SEAL)
CHRIS COMBIS

TRUSTEE:


Amanda E. Wood

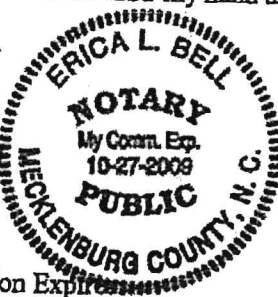
Diane Combis (SEAL)
DIANE COMBIS

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, ERICA L. BELL, a Notary Public for said County and State, do hereby certify that CHRIS COMBIS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of April, 2008.

(Official Seal)  SIGNED

Erica L. Bell
Notary Public


My Commission Expires 10/27/2009

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, ERICA L. BELL, a Notary Public for said County and State, do hereby certify that DIANE COMBIS, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 24th day of April, 2008.

(Official Seal)  SIGNED

Erica L. Bell
Notary Public

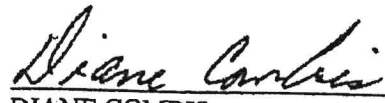
My Commission Expires 10/27/2009

STATE OF NORTH CAROLINA

WRITTEN CONSENT

COUNTY OF MECKLENBURG

I, DIANE COMBIS, pursuant to Article V of that certain First Amendment and Restatement of Revocable Trust Agreement of Chris Combis dated April 21, 2006 do hereby give my prior written consent to CHRIS COMBIS to amend the Trust Agreement pursuant to the terms of that certain Second Amendment to Revocable Trust Agreement attached hereto as Exhibit A.

 (SEAL)
DIANE COMBIS

03340-8:326798

**Ballard
Watson Weissenstein**

PROBATE, ESTATE PLANNING

Desa Ballard
Harvey M. Watson III
Stephanie Weissenstein
Attorneys at Law

October 18, 2013

Post Office Box 6758 • West Columbia, SC 29171
1200 Lute Street | West Columbia, SC 29172 | Tel. 803.796.9139 | E. 803.796.1000 | desa.watson.com

Honorable Anna S. Miller
Associate Probate Judge
Lancaster County Probate Court
Post Office Box 1809
Lancaster South Carolina 29721

Re: Estate of Chris Combis
Case No. 2012-ES-29-00415

Dear Judge Estridge:

Enclosed for filing is an original and one (1) copy of the Initial Inventory for this estate. I would appreciate you filing the original and returning a clocked-in copy to me in the enclosed self-addressed, stamped envelope.

Also enclosed is a Proof of Delivery reflecting service of a copy of the Inventory on all interested parties.

There is a mediation scheduled next Friday (October 25, 2013) at which the interested parties will attempt to reach a settlement of all matters in dispute. I will advise you after the mediation on the status of the matter.

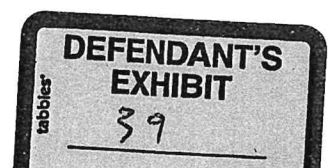
With warm personal regards, I am,

Sincerely yours,

Desa Ballard
Desa Ballard

C: Pete Nosal, Esquire (via US mail and email)
Charles J. Bridgmon, Esquire (via US mail and email)

ROA 0876



STATE OF SOUTH CAROLINA
 COUNTY OF: LANCASTER
 IN THE MATTER OF: Chris Combis

)
) IN THE PROBATE COURT
)
) **INVENTORY AND APPRAISEMENT**
)
) CASE NUMBER: 2012-ES-29-00415

RECEIVED
 2013 OCT 21 PM 12 13
 SANDRA S. ESTRIDGE
 LANCASTER COUNTY
 PROBATE JUDGE

ORIGINAL
 SUPPLEMENTAL #

Personal Representative (s): Desa Ballard

Last Four Digits of Decedent's Social Security Number: XXX-XX-0852

Was there a will? YES NO

Decedent's Date of Death: 2-3-2009

Domicile at death:

Lancaster
(county)

SC
(state)

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all real and personal property of this estate so far as the undersigned is informed: that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to me this 17 day of October, 2013

Notary Public for South Carolina
 My Commission Expires: Mar. 25, 2019

Attorney: none
 Address: _____
 E-Mail: _____
 Telephone: _____

Signature: *Desa Ballard*
 Name: Desa Ballard
 Address: Ballard Watson Weissenstein
Post Office Box 6338, West Columbia, SC 29171
 E-Mail: desab@desaballard.com
 Telephone (O): 803.796.9299
 (H): 803.796.1066

Signature _____
 Name: n/a
 Address: _____
 E-Mail: _____
 Telephone (O): _____
 (H): _____

For estates of decedents, the gross fair market valuation of all assets, regardless of situs, should be given as of the date of death. List all out-of-state assets on appropriate schedules. A Supplemental Inventory should be utilized for correcting, adjusting or adding to an original inventory. A qualified and disinterested appraiser may be employed to ascertain the value of any asset, the value of which may be subject to reasonable doubt. If an appraiser is employed, his/her name and address should be indicated with the item or items he/she appraised.

Within ninety (90) days following appointment, a copy of the inventory and appraisal shall be sent to each interested person who requests it, and the original inventory filed with the Probate Court.

RECAPITULATION

	Non-Probate	Probate
Schedule A - Real Estate	\$ 0	\$ 0
Schedule B - Stocks and Bonds	0	unknown
Schedule C - Notes Due Decedent and Cash	0	230,000.00
Schedule D - Insurance on Person's Life: Part 1 - Payable to Estate	0	0
Part 2 - Payable to Beneficiary	0	0
Schedule E - Jointly Owned Property	0	0
Schedule F - Other Miscellaneous	100	29,902.93
Other Assets Payable to Estate		
Schedule G - Transfers during Decedent's life	0	658,528.46
Schedule H - Powers of Appointment	0	0
Schedule I - Annuities and Retirement Accounts	0	0
TOTAL GROSS VALUE	\$ 0	0
ENCUMBRANCES	(218,000.00)	
TOTAL NET WORTH	\$ 700,431.39	

*all
10/17/2013
ROA 0877*

(If more space is required, insert tax schedules or additional sheets of same size.)

SCHEDULE H - Powers of Appointment - Property, both real and personal, over which Decedent possessed a Power of Appointment whether Testamentary or otherwise.

Did Decedent possess a Power of Appointment? YES NO

If "yes", did Decedent exercise the power of appointment in favor of estate? YES NO

If "yes", please describe and list total amount payable to estate. \$ n/a
(If more space is required, insert additional sheets of same size.)

TOTAL SCHEDULE H \$ _____
(also enter amounts payable to estate under recapitulation, page 1)

SCHEDULE I - Annuities and retirement (IRA's, 401(k), Etc.)

Did Decedent own any accounts as described above? YES NO

If "yes", is the estate designated as the beneficiary of these accounts? YES NO

If "yes", please describe and list total amount payable to estate. \$ _____
(If more space is required, insert additional sheets of same size.)

TOTAL SCHEDULE I \$ _____
(also enter amounts payable to estate under recapitulation, page 1)

oeb
10/27-2013
ROA 0881

STATE OF SOUTH CAROLINA)
)
COUNTY OF: LANCASTER)
)
IN THE MATTER OF: CHRIS COMBIS)

IN THE PROBATE COURT
PROOF OF DELIVERY

CASE NUMBER: 2012ES2900415

On the 18 day of October, 2013, I mailed or delivered the following document, Inventory and Appraisal.

- A copy of which is attached hereto and incorporated herein, or
 The original of which is on file with the court and incorporated herein,

Delivery was accomplished by the following method (check appropriate box):

- personal delivery ordinary first class mail
 certified mail registered mail

to each of the following persons at the address shown:

RECEIVED
13 OCT 21 PM 12 13
SANDRA S. ESTRIDGE
LANCASTER COUNTY
PROBATE JUDGE

NAME	ADDRESS
Linda Combis	c/o Pete Nosal, Esquire 825 Gold Hill Road, Unit 201 Fort Mill South Carolina 29708
Mary Combis	c/o Pete Nosal, Esquire 825 Gold Hill Road, Unit 201 Fort Mill South Carolina 29708
George Combis	c/o Charles J. Bridgmon, Esquire 5970 Fairview Road, Suite 700 Charlotte North Carolina 28210
Diane Combis	c/o Charles J. Bridgmon, Esquire 5970 Fairview Road, Suite 700 Charlotte North Carolina 28210

SWORN to before me this 18 day of October, 2013
Antonie B. Ballard
Notary Public for South Carolina
My Commission Expires: 3-11-2020

Signature: Mara T. Ballard
Name: Mara T. Ballard
Address: Post Office Box 6338
West Columbia, South Carolina 29171
Telephone (O): 803.796.9299
(H): _____
E-mail: mara@desaballard.com

Signature: _____
Name: _____
Address: _____

Telephone (O): _____
(H): _____
E-mail: _____

RECEIVED

2014 OCT 31 AM 11 28

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

SANDRA S. ESTRIDGE
LANCASTER COUNTY PROBATE JUDGE
RESIGNATION OF TRUSTEE AND
AGREEMENT TO APPOINT
SUCCESSOR TRUSTEE

THIS AGREEMENT is entered into effective September 9, 2013, by and between George C. Combis, Linda Combis, and Mary Combis (hereinafter referred to as "Beneficiaries"); Diane Combis, trustee of the Revocable Trust Agreement of Chris Combis (hereinafter referred to as "Diane Combis" or "Trustee"); and Desa Ballard (hereinafter referred to as "Ballard" or "Successor Trustee"). Beneficiaries, Trustee, and Successor Trustee may be referred to herein, collectively, as the "Parties."

WHEREAS, on or about March 11, 2003, Chris Combis (hereinafter referred to as "Decedent"), executed the Revocable Trust Agreement of Chris Combis;

WHEREAS, on or about April 21, 2006, Decedent executed the First Amendment and Restatement of Revocable Trust Agreement of Chris Combis, in which he appointed Diane Combis to serve as trustee of the Trust Agreement and all trusts created thereunder, both during Decedent's lifetime and upon Decedent's death;

WHEREAS, on or about April 24, 2008, Decedent executed the Second Amendment to Revocable Trust Agreement;

WHEREAS, the March 11, 2003, April 21, 2006, and April 24, 2008 trust agreements are referred to collectively herein as the "trust documents" or the "Revocable Trust of Chris Combis;"

WHEREAS, Decedent passed away on February 2, 2009;

WHEREAS, the Beneficiaries acknowledge and agree that Diane Combis is presently serving as Trustee of the Revocable Trust of Chris Combis;



WHEREAS, Ballard is currently serving as the Personal Representative of the Estate of Chris Combis, as evidenced by a Certificate of Appointment from the Lancaster County Probate Court dated May 2, 2013; and

WHEREAS, Diane Combis, George C. Combis, and Linda Combis agree to appoint Ballard to serve as Successor Trustee of the Revocable Trust of Chris Combis and each agrees to renounce any rights to serve as a successor trustee of the Trust.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

1. Each of the Beneficiaries has been advised in this matter by counsel of his or her choice and is entering into this Agreement freely and voluntarily.
2. Each Beneficiary acknowledges that he or she is to receive some portion of or benefit derived directly from the promises, covenants, and consideration set forth in this Agreement.
3. Trustee and each of the Beneficiaries allowed to designate a successor trustee as provided for in the Revocable Trust of Chris Combis have designated Ballard to serve as successor trustee of the Trust, such appointment to terminate with the dissolution of the trust as previously agreed upon before Honorable Susan Miller at a hearing on February 11, 2013, in the Lancaster County Probate Court, the transcript of which is incorporated herein by reference.
4. The Beneficiaries acknowledge and agree that Ballard is currently serving as Personal Representative of the Estate of Chris Combis, and the Beneficiaries expressly agree to waive any conflict or confidentiality issues that may arise as a result of Ballard serving as both

Personal Representative and as Successor Trustee. The Parties and their counsel are not aware of any conflict in Ballard serving as both Personal Representative and as Successor Trustee.

5. Ballard shall have all rights, title, and obligations assigned to a Successor Trustee by the trust documents and shall not be required to post bond or other security.

6. The Beneficiaries shall compensate Ballard and her staff for her service as Successor Trustee under the terms of the Trust documents at their regular hourly rate. To the extent either the Estate of Chris Combis or the Revocable Trust of Chris Combis do not contain sufficient funds to fully compensate Ballard and her staff for Ballard's services as Successor Trustee, each Beneficiary shall be responsible for one-third of the compensation due Ballard and her staff earned as Successor Trustee.

7. Because of the intended temporary nature of Ballard's appointment as Successor Trustee and the intended dissolution of the Revocable Trust of Chris Combis, the Beneficiaries agree that no real property currently titled in the name of Trustee need be transferred to Ballard; however, the Beneficiaries and Trustee agree to execute such documents as may be directed by Ballard deemed necessary to carry out her functions as Successor Trustee, and to execute and deliver to Ballard all relevant documentation regarding real property owned by the Trust.

8. On or before October 24, 2013, Diane Combis agrees to deliver to Ballard all property of the Trust, including bank accounts, bank records, and other documentation related to the Trust. The Beneficiaries agree that Ballard may establish a bank account for the Trust at a financial institution of her choice.

9. Each Beneficiary agrees to cooperate with Ballard in locating and taking possession of the assets of the Trust, including any income generated by the trust property during

the existence of the Trust and until its dissolution pursuant to the terms of the Beneficiaries' agreement of February 11, 2013.

10. This agreement shall be recorded in the public records of Lancaster County, South Carolina, where the Estate of Chris Combis is in probate, and in Mecklenburg County, North Carolina, wherein the Trust was established.

11. Linda Combis and Mary Combis agree and acknowledge that, as consideration for the resignation of Diane Combis as Trustee, they consent to George C. Combis' and Diane Combis' motion to stay in case number 12-CVS-17140 pending in the Superior Court Division of Mecklenburg County, North Carolina. Linda Combis and Mary Combis further agree to waive the attorneys' fees and costs awarded them by the United States District Court, District of North Carolina, Western Division, on or about July 26, 2013.

12. Linda Combis and Mary Combis acknowledge that this Agreement and the resignation of Diane Combis as Trustee reflects a compromise of one or more disputed claims and or allegations. Further, Linda Combis and Mary Combis acknowledge that the promises, covenants, and consideration set forth in this Agreement shall not be construed as an admission of liability by George C. Combis and/or Diane Combis and that each continues to deny any liability whatsoever to Linda Combis and Mary Combis. To this end, the terms of this Agreement, including, but not limited to, the resignation as Trustee by Diane Combis, shall not be referred to in testimony or attempted to be entered into evidence in any pending, stayed, or future litigation.

13. This is the entire agreement of the parties, and no separate oral or written agreement exists which alter the terms of the agreement set forth herein, other than as stated herein. All prior understandings, representations, and agreements are merged into this

Agreement. This Agreement shall not be modified, altered, amended, or changed in any manner except by written agreement of the Parties. This Agreement shall be construed without regard to the identity of the drafter and therefore shall not be construed against any Party. The terms of this Agreement are contractual and not mere recitals.

14. This agreement may be executed by separate documents and combined for finality and filing.

15. Any dispute regarding this agreement shall be governed by the laws of South Carolina and within the jurisdiction of the Lancaster County Probate Court.

[Signatures on Next Page]

By their hand and seal, the Parties to this Agreement affirm their consent to the terms set forth above on the date reflected.

September __, 2013

_____/S
Debra Ballard, as Personal Representative of the
Estate of Chris Combis and Successor Trustee of the
Revocable Trust Agreement of Chris Combis


September __, 2013

_____/S
Diane Combis, Trustee of the Revocable Trust Agreement
of Chris Combis


September __, 2013

_____/S
George Combis, as beneficiary of the Revocable Trust
Agreement of Chris Combis

September 24, 2013


Linda Combis, as beneficiary of the Revocable Trust
Agreement of Chris Combis

September 24, 2013


Mary Combis, as beneficiary of the Revocable Trust
Agreement of Chris Combis

By their hand and seal, the Parties to this Agreement affirm their consent to the terms set forth above on the date reflected.

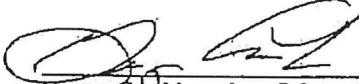
September __, 2013

_____/S
Desa Ballard, as Personal Representative of the
Estate of Chris Combis and Successor Trustee of the
Revocable Trust Agreement of Chris Combis

~~September~~ ^{October} 8, 2013

Diane Combis /S
Diane Combis, Trustee of the Revocable Trust Agreement
of Chris Combis

September __, 2013

 /S
George Combis, as beneficiary of the Revocable Trust
Agreement of Chris Combis

September __, 2013


_____/S
Linda Combis, as beneficiary of the Revocable Trust
Agreement of Chris Combis

September __, 2013

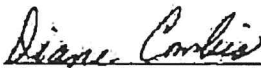
_____/S
Mary Combis, as beneficiary of the Revocable Trust
Agreement of Chris Combis

By their hand and seal, the Parties to this Agreement affirm their consent to the terms set forth above on the date reflected.

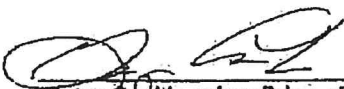
October
September 15, 2013


Desa Ballard, as Personal Representative of the Estate of Chris Combis and Successor Trustee of the Revocable Trust Agreement of Chris Combis

October
September 8, 2013

 /S
Diane Combis, Trustee of the Revocable Trust Agreement of Chris Combis

September __, 2013

 /S
George Combis, as beneficiary of the Revocable Trust Agreement of Chris Combis

September __, 2013

_____/S
Linda Combis, as beneficiary of the Revocable Trust Agreement of Chris Combis

September __, 2013

_____/S
Mary Combis, as beneficiary of the Revocable Trust Agreement of Chris Combis

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

CERTIFICATE OF COUNSEL

I/We certify that I/we are counsel for Linda Combis and Mary Combis, and I/we have explained this agreement for Successor Trustee to Linda Combis and Mary Combis, I/we represent that they understand fully the terms set forth herein, and are voluntarily entering into this agreement.



Pete Nosal / Thomas Jeter
Nosal & Jeter, LLP
825 Gold Hill Road, Unit 201
Fort Mill, South Carolina 29708

COUNSEL FOR LINDA COMBIS AND MARY
COMBIS

September 28 2013

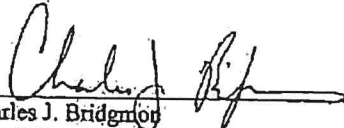
STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

)
)
)

CERTIFICATE OF COUNSEL

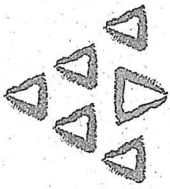
I certify that I am counsel for Diane Combis and George C. Combis, and I have explained this Agreement to Diane Combis and George Combis. I represent that they understand fully the terms set forth herein and are voluntarily entering into this Agreement.



Charles J. Bridgmon
Law Office of Charles J. Bridgmon, PLLC
5970 Fairview Road, Suite 700
Charlotte, NC 28210

Attorney for George C. Combis and Diane Combis

October
~~September~~ 14, 2013



Ballard & Watson
Attorneys at Law
PERSISTENT. UNWAVERING.

Desa Ballard
Harvey M. Watson III

Post Office Box 6338 | West Columbia, SC 29171
226 State Street | West Columbia, SC 29169
ph 803.796.9299 | fx 803.796.1066 | desaballard.com

Tuesday, January 31, 2017

Via U. S. Mail Only
Lancaster County Probate Court
Post office Box 1809
Lancaster, South Carolina 29721

Re: *Combis Estate*
Case No: 2012-ES-29-00415
Appellate Case No: 2014-CP-29-00842 (Lancaster Common Pleas)

Pursuant to your call to me, I am filing an original and one (1) copy of the first supplemental Inventory and Accounting, on the revised forms as your office requested. Please file the original and return a clocked-in copy in the enclosed self addressed, stamped envelope. I am also enclosing the required Proof of Delivery service on known counsel of record.

With warm personal regards, I am,

Sincerely yours,

Mara T. Ballard, CFE, CMA
mara@desaballard.com

c: (Via US Mail and Email)
Pete Nosal, Esquire
Thomas Jeter, Esquire
David Redding, Esquire
Douglas N. Truslow, Esquire

STATE OF SOUTH CAROLINA)

IN THE PROBATE COURT

COUNTY OF: LANCASTER)

INVENTORY AND APPRAISEMENT: PROBATE PROPERTY

ORIGINAL

SUPPLEMENTARY, AMENDED OR CORRECTED #1

(must restate the unchanged information from the original Inventory)

IN THE MATTER OF:)

Chris Combis)

(Decedent))

CASE NUMBER: 2012-ES-29-00415

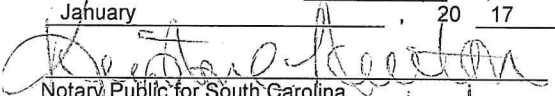
File the original Inventory and Appraisal with the Probate Court within ninety (90) days following the fiduciary appointment.


A copy shall be sent to each interested person who has demanded it. A Proof of Delivery must be filed with the Court. The gross fair market value of all probate assets, regardless of location (whether in this state or elsewhere), should be listed as of the date of death. Continue on additional sheets if necessary. A Supplementary, Amended, or Corrected Inventory should be utilized for correcting, adjusting or adding to an original inventory, and *must restate the unchanged information from the original Inventory*. A qualified and disinterested appraiser may be employed to ascertain the value of any asset. If an appraiser is employed, his/her name and address must be indicated with the item or items he/she appraised.

RECAPITULATION

Schedule A - Real Estate.....	\$0.00
Schedule B - Stocks and Bonds	\$0.00
Schedule C - Notes Due Decedent and Cash.....	\$0.00
Schedule D - Insurance on Decedent's Life - Payable to the Estate.....	\$0.00
Schedule E - Jointly Owned Property	NA
Schedule F - Other Miscellaneous Assets.....	\$30,002.93
Schedule G - Transfers During Decedent's Life Payable to the Estate.....	\$907,498.77
Schedule H - Powers of Appointment Payable to the Estate	\$0.00
Schedule I - Annuities and Retirement Accounts Payable to the Estate	\$0.00
TOTAL GROSS VALUE OF PROBATE ESTATE	\$937,501.70
ENCUMBRANCES	(165,070.16)
TOTAL NET WORTH OF PROBATE ESTATE / PROBATE ESTATE VALUE.....	\$772,431.54

The undersigned, being sworn, states: That the following schedules contain a complete and accurate inventory and appraisal of all probate real and personal property of this estate so far as the undersigned is informed; that he/she has estimated and/or appraised all listed property at its fair market value, according to the best of his/her knowledge and ability.

SWORN to before me this 30 day of January, 2017.

Notary Public for South Carolina
My Commission Expires: 3/7/2026

Personal Representative
Signature: 
Print Name: Desa Ballard
Address: Post Office Box 6338
West Columbia, South Carolina 29171
Telephone (Work): 803.796.9299
(Home): _____
(Cell): _____
(Email): desab@desaballard.com

Attorney: Desa Ballard
Address: Post Office Box 6338
West Columbia, South Carolina
Telephone: 803.796.9299
Email: desab@desaballard.com

Co-Personal Representative
Signature: _____
Name: _____
Address: _____
Telephone (Work): _____
(Home): _____
(Cell): _____
(Email): _____

(If none, so state)

A. REAL ESTATE in Decedent's name alone or tenants in common (not as joint with right of survivorship). Describe each property by listing its full address, tax map number, deed book and page and description consistently (house, lot, buildings, acreage). Also list oil / mineral rights and time shares, if it is real property. If the property is encumbered, list the full fair market value of the property here and the encumbrance on Encumbrance section below	% Owned by Decedent	Fair Market Value of Decedent's Interest
1. None known		
2.		
B. STOCKS, BONDS in Decedent's name alone or tenants in common (not as joint with right of survivorship). List each type of security and number of shares.		
1.		
2.		
C. CASH, BANK ACCOUNTS, NOTES RECEIVABLES in Decedent's name alone or as tenants in common. List each separate account type and institution and the last two digits of each account. List all bank accounts owned by Decedent alone or as tenants in common (checking, savings, CDs, money market, brokerage, employment bonus, cash award, final paycheck etc.), cash on hand, notes payable to Decedent, and survival action proceeds.		
1. \$230,000.00 Loan due from Superior Tile, Marble & Terrazzo dated 07/14/2005. Per Order of Judge Anderson dated September 1, 2016, this note is not collectable and should be excluded. However, issue is on appeal to the 4 th Circuit Court case number 16-2057		
2.		
D. LIFE INSURANCE payable to the Decedent's estate.		
1. None known		
2.		
E. JOINTLY OWNED PROPERTY – REPORTING IS NOT REQUIRED		N/A
F. ALL OTHER MISCELLANEOUS PERSONAL PROPERTY in Decedent's name alone or as tenants in common. List below any tangible personal property, including household goods & furnishings, vehicles, boats/motors/trailers, mobile homes that are not de-titled (Include year/make/model/VIN, if applicable), airplanes, equipment, interest in a partnership or unincorporated business, articles or collections having either artistic or intrinsic value, including coins, guns, artwork, jewelry, etc., and any other miscellaneous probate items not listed elsewhere, including any digital assets		
1. Personal items (clothes & 101 st Airborne jewelry)	100%	100.00
2. Chris Combis First Citizens Savings Account (212157481)	100%	3,648.58
3. Diane M. Combis Household Account (funded by Chris Combis) (FC 138361298)	100%	6,284.35
4. Sharon Memorial Park 6 burial plats @ \$2,495 each	100%	14,970
G. TRANSFERS DURING DECEDENT'S LIFE PAYABLE TO ESTATE ONLY Any transfers intended to take effect at death <u>if payable to the Estate</u> shall be reported. A trust created by Decedent in which income for life was retained by the Decedent, power to revoke or other incidents of ownership retained by the Decedent, lifetime transfers of real property in which Decedent retained life estate, etc.		
1. 09.01.2006 718 Lockridge Road, Charlotte, NC; transferred into trust, valuation based on sales price on 06.05.2014		178,000.00
2. 10.13.2006 9313 Horseshoe Circle, Lancaster, SC; transferred into trust value per Zillow		253,754.00
H. POWERS OF APPOINTMENT PAYABLE TO THE ESTATE ONLY List property, both real and personal, over which Decedent possessed a Power of Appointment whether testamentary or otherwise, if such property is payable to the Estate.		
1. None known		
I. ANNUITIES AND IRA, ETC. PAYABLE TO THE ESTATE ONLY List any annuities or retirement accounts owned by the Decedent and payable to the Estate.		
1. None known		
2.		

TOTAL PROBATE ESTATE VALUE

\$ 937,501.70

ENCUMBRANCES (e.g., mortgages, liens, judgments, etc., but not general debts of the estate).

List debts of the Decedent secured by assets on the above schedule and describe the debt and the specific asset encumbered.

1. 9313 Horseshoe Circle, Lancaster SC - valuation from foreclosure notice) debt may be joint with beneficiary George Combis 165,070.16

2.

TOTAL ENCUMBRANCES

\$ 165,070.16

A. <u>REAL ESTATE</u>	% Owned by Decedent	Fair Market Value of Decedent's Interest
4.		
5.		
6.		
3. <u>STOCKS, BONDS</u>		
4.		
5.		
6.		
D. <u>CASH, BANK ACCOUNTS, NOTES RECEIVABLES</u>		
4.		
5.		
6.		
D. <u>LIFE INSURANCE</u> payable to the Decedent's estate.		
3.		
4.		
E. <u>JOINTLY OWNED PROPERTY – REPORTING IS NOT REQUIRED</u>		N/A
F. <u>ALL OTHER MISCELLANEOUS PERSONAL PROPERTY</u>		
5. Rolex - disputed - estimated value	100%	5,000.00
6. Pistols - awaiting detail	100%	unknown
7. Silver Dollars - disputed	100%	unknown
8.		
3. <u>TRANSFERS DURING DECEDENT'S LIFE PAYABLE TO ESTATE ONLY</u>		
3. 07.27.2007 personal funds of Chris Combis transferred into trust		417,359.01
4. 02.03.2009 First Citizens Bank Account for Revocable Trust (Acct 138254833)		3,934.67
5. 11.21.2008 Park Sterling CD Acct #4015789		4,887.00
6. 12.04.2007 First Citizens Bank CD		49,564.09
H. <u>POWERS OF APPOINTMENT PAYABLE TO THE ESTATE ONLY</u>		
2.		
I. <u>ANNUITIES AND IRA, ETC. PAYABLE TO THE ESTATE ONLY</u>		
3.		
4.		
TOTAL PROBATE ESTATE VALUE:		\$
<u>ENCUMBRANCES.</u>		
3.		
4.		
TOTAL ENCUMBRANCES		\$


 ROA 0897

STATE OF SOUTH CAROLINA)
)
COUNTY OF: LANCASTER)
)
)
IN THE MATTER OF:)
CHRIS COMBIS)
(Decedent))

IN THE PROBATE COURT

PROOF OF DELIVERY

CASE NUMBER: 2012ES2900415

On the 31st day of January, 2017, I mailed or delivered the following document(s):

Inventory and Appraisement Supplemental #001

- A copy of which is attached hereto and incorporated herein, or
 The original of which is on file with the Court.

Delivery was accomplished by the following method (check appropriate box):


- personal delivery ordinary first-class mail
 certified mail registered mail
 commercial delivery electronic message (Article 7, Trust matters only)

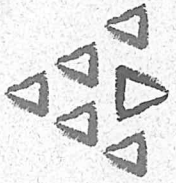
to each of the following persons at the address shown:

NAME	ADDRESS
LINDA COMBIS	C/O PETE NOSAL, ESQUIRE 825 GOLD HILL ROAD, UNIT 201 FORT MILL, SOUTH CAROLINA 29708
MARY COMBIS	C/O PETE NOSAL, ESQUIRE 825 GOLD HILL ROAD, UNIT 201 FORT MILL, SOUTH CAROLINA 29708
GEORGE COMBIS	C/O DAVID REDDING, ESQUIRE 201 SOUTH TRYON ST. SUITE 915 CHARLOTTE, NORTH CAROLINA 28202
DIANE COMBIS	C/O DAVID REDDING, ESQUIRE 201 SOUTH TRYON ST. SUITE 915 CHARLOTTE, NORTH CAROLINA 28202

SWORN to before me this 31ST day of
JANUARY, 2017


Notary Public for South Carolina
My Commission Expires: 11-1-23

Signature: 
Print Name: MARA T. BALLARD
Address: POSTOFFICE BOX 6338
WEST COLUMBIA, SOUTH CAROLINA 29171
Telephone (Work): 803.796.9299
(Home): _____
(Cell): _____
E-mail: MARA@DESABALLARD.COM
Relationship to Decedent/Estate: AGENT FOR THE PERSONAL REPRESENTATIVE



Ballard & Watson
Attorneys at Law
PERSISTENT. UNWAVERING.

Desa Ballard
Harvey M. Watson III

Post Office Box 6338 | West Columbia, SC 29171
226 State Street | West Columbia, SC 29169
ph 803.796.9299 | fx 803.796.1066 | desaballard.com

Thursday, March 16, 2017

Via U.S. Mail

Charles J. Bridgmon, Esquire
Bray & Long, PLLC
2820 Selwyn Avenue
Suite 400
Charlotte, North Carolina 28209

Joseph R. Pellington, Esquire
Redding & Jones, PLLC
2907 Providence Road, Suite A303
Charlotte North Carolina 28211

Re: *Combis Estate*
Case No: 2012-ES-29-00415

Dear Mr. Bridgmon and Mr. Pellington:

Please find enclosed for service upon your clients George Combis, Diane Combis and Chris A. Combis, subpoenas of items for production for purposes of appraisal. Mr. Bridgmon, since you remain listed as counsel in the probate matter, we are serving the subpoena through you as well.

Please note the subpoena requires that, if the items are produced via courier (such as US post office or FedEx, etc.) please send them to our street address requesting a signature so that we may maintain the chain of custody.

If either of you have any questions, please contact Desa Ballard either by phone 803.796.9299 or via email desab@desaballard.com. Thank you for your time and attention to this matter. We look forward to receiving the items and getting the inventory finalized. With warm personal regards, I am,

Sincerely yours,

Mara T. Ballard, CFE, CMA
mara@desaballard.com

STATE OF SOUTH CAROLINA

ISSUED BY THE PROBATE COURT IN THE COUNTY OF LANCASTER

IN THE MATTER OF: CHRIS COMBIS

SUBPOENA IN A CIVIL CASE

Case Number: 2012-ES-29-00415

Pending in Lancaster County

TO: CHRIS A. COMBIS

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

PLACE OF TESTIMONY COURTROOM
DATE AND TIME , AM

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

PLACE OF DEPOSITION DATE AND TIME , AM

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

ORIGINAL ROLEX WATCH ALLEGEDLY GIFTED TO YOU BY THE DECEASED FOR APPRAISAL. If watch is produced to Plaintiff by US mail or courier, please require signature for delivery.

PLACE DATE AND TIME: April 6, 2017 at 10:00 AM
Ballard & Watson, Attorneys at Law
226 State Street
West Columbia, South Carolina 29169

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

PREMISES DATE AND TIME , AM

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

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

Desa Ballard 03/16/2017 Desa Ballard
Attorney/Issuing Officer's Signature Date Print Name
Indicate if Attorney for Plaintiff or Defendant: personal
Attorney's Address and Telephone Number: representative
Post Office Box 6338, West Columbia, South Carolina 29171
803.796.9299

Desa Ballard 03/16/2017 Desa Ballard
Clerk of Court/Issuing Officer's Signature Date Print Name
Pro Se Litigant's Name, Address and Telephone Number: representative
803.796.9299

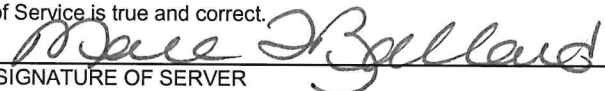
PROOF OF SERVICE

SERVED	DATE 03/16/2017 <hr/> PLACE Chris A. Combis c/o Charles Bridgmon Bray & Long, PLLC 2820 Selwyn Avenue, Suite 400 Charlotte, NC 28209 <u>AND</u> Chris A. Combis c/o Joseph R. Pellington, Esquire Redding & Jones, PLLC 2907 Providence Road, Suite A303 Charlotte, NC 28211	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMOUNT \$
SERVED ON: Chris A. Combis		MANNER OF SERVICE: US Mail
SERVED BY: Mara T. Ballard, CMA, CFA, FA		TITLE: Forensic Accountant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on: 03/16/2017



SIGNATURE OF SERVER
Post Office Box 6338, West Columbia, South Carolina 29171
ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the

provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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(2)(A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA

ISSUED BY THE PROBATE COURT IN THE COUNTY OF LANCASTER

IN THE MATTER OF: CHRIS COMBIS

SUBPOENA IN A CIVIL CASE

Case Number: 2012-ES-29-00415

Pending in Lancaster County

TO: GEORGE COMBIS

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

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

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

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

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

ANY AND ALL FIRE ARMS ALLEGEDLY RECEIVED FROM OR GIFTED TO YOU BY THE DECEASED FOR APPRAISAL AS WELL AS CONTENTS OF THE SAFE IN WHICH THE DECEASED STORED CASH AND DOCUMENTS. If production is by US mail or courier, please use deliver which requires signature for receipt.

PLACE Ballard & Watson, Attorneys at Law 226 State Street West Columbia, South Carolina 29169	DATE AND TIME: April 6, 2017 at 10:00 AM
--	--

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

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

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

03/16/2017

Desa Ballard

Desa Ballard
Attorney/Issuing Officer's Signature

Date

Print Name

Indicate if Attorney for Plaintiff or Defendant *personal representative*
Attorney's Address and Telephone Number :

Post Office Box 6338, West Columbia, South Carolina 29171
803.796.9299

Desa Ballard

03/16/2017

Desa Ballard

personal representative

PROOF OF SERVICE

SERVED	DATE 03/16/2017	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMOUNT \$
	PLACE George Combis c/o Charles Bridgmon Bray & Long, PLLC 2820 Selwyn Avenue, Suite 400 Charlotte, NC 28209 <u>AND</u> George Combis c/o Joseph R. Pellington, Esquire Redding & Jones, PLLC 2907 Providence Road, Suite A303 Charlotte, NC 28211	
SERVED ON: George Combis		MANNER OF SERVICE: US Mail
SERVED BY: Mara T. Ballard, CMA, CFA, FA		TITLE: Forensic Accountant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on 03/16/2017



SIGNATURE OF SERVER

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ADDRESS OF SERVER

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(2)(A) A person commanded to produce and permit inspection and copying of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises—or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

(i) fails to allow reasonable time for compliance; or

(ii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the

provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

(iii) requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena:

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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(1)(A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

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(B) If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, the receiving party must take reasonable steps to retrieve the information. The person who produced the information must preserve the information until the claim is resolved.

STATE OF SOUTH CAROLINA
 ISSUED BY THE PROBATE COURT IN THE COUNTY OF LANCASTER

IN THE MATTER OF: CHRIS COMBIS

SUBPOENA IN A CIVIL CASE

Case Number: 2012-ES-29-00415

Pending in Lancaster County

TO: DIANE COMBIS

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

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

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

PLACE OF DEPOSITION	DATE AND TIME , AM
---------------------	--------------------

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

COINS ALLEGEDLY RECEIVED FROM THE DECEASED. If production is by US mail or courier, please require signature for delivery to Plaintiff.

PLACE Ballard & Watson, Attorneys at Law 226 State Street West Columbia, South Carolina 29169	DATE AND TIME: April 6, 2017 at 10:00 AM
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YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

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

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

Desa Ballard 03/16/2017 Desa Ballard
 Attorney/Issuing Officer's Signature Date Print Name
 Indicate if Attorney for Plaintiff or Defendant *personal representative*
 Attorney's Address and Telephone Number:
 Post Office Box 6338, West Columbia, South Carolina 29171
 803.796.9299

Desa Ballard 03/16/2017 Desa Ballard
 Clerk of Court/Issuing Officer's Signature Date Print Name
 Pro Se Litigant's Name, Address and Telephone Number: *personal representative*

PROOF OF SERVICE

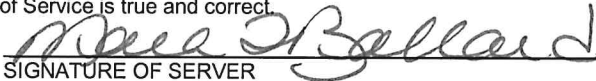
SERVED	DATE 03/16/2017	FEES AND MILEAGE TO BE TENDERED TO WITNESS UPON DAILY ARRIVAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO AMOUNT \$
	PLACE Diane Combis c/o Charles Bridgmon Bray & Long, PLLC 2820 Selwyn Avenue, Suite 400 Charlotte, NC 28209 AND Diane Combis c/o Joseph R. Pellington, Esquire Redding & Jones, PLLC 2907 Providence Road, Suite A303 Charlotte, NC 28211	

SERVED ON: Diane Combis	MANNER OF SERVICE: US Mail
SERVED BY: Mara T. Ballard, CMA, CFA, FA	TITLE: Forensic Accountant

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on: 03/16/2017



SIGNATURE OF SERVER
Post Office Box 6338, West Columbia, South Carolina 29171
ADDRESS OF SERVER

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(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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March 30, 2017

Via USPS Regular Mail

Desa Ballard
Ballard & Watson, Attorneys at Law
226 State Street
West Columbia, SC 29769

Doug Truslow
Truslow & Truslow
914 Richland Street, STE B-102
Columbia, SC 29201

*Re: Combis/Ballard – Objections to Subpoenas Issued to George, Diane and Chris
Combis – Case Number: 2012-ES-29-415*

Dear Desa and Doug:

I am in receipt of the subpoenas (the “Subpoenas”) you served on George, Diane and Chris Combis (together the “Combis Family”) in the above-referenced matter. Please let this letter serve as the Combis Family’s written objection to your subpoenas pursuant to Rule 45(d)(2)(B) of the South Carolina Rules of Civil Procedure.

The subpoenas command inspection and appraisal of personal effects. The following are the Combis Family’s non-exclusive list of objections to Plaintiff’s request to inspect the subpoena-designated items:

- 1) The Subpoenas are an attempt to circumvent the legal system and obtain belongings that are in the possession of George Combis, Chris Combis and Diane Combis;
- 2) The Subpoenas sent by regular mail were not properly served pursuant to S.C. R. Civ. P. 45(b)(1) as counsel for the Combis Family did not authorize service;
- 3) The Subpoenas were not properly domesticated to allow service in North Carolina pursuant to N.C.G.S. § 1F-3 *et. seq.*; and
- 4) Counsel for the Combis Family is unaware of any authority that allows a party to obtain possession of personal property (even if temporarily) outside of the requirements set forth in either § 15-69-10 *et. seq.* or § 22-3-1310 *et. seq.*

In light of the above objections, and among others, the Combis Family contends that Plaintiff is not entitled to inspect and appraise the subpoena-designated materials.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Pellington', with a long horizontal stroke extending to the right.

Joseph R. Pellington

cc: The Combis Family (via email)

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)

IN THE PROBATE COURT OF
Case No. 2012-ES-29-00415

IN THE MATTER OF ESTATE)
OF CHRIS COMBIS,)

MOTION TO COMPEL

Desa Ballard, as Personal Representative)
of the Estate of Chris Combis,)

Petitioner,)

vs.)

George Combis, Chris A. Combis,)
Diane Combis,)

Respondents.)
_____)

Petitioner moves this Honorable Court for an order compelling full and complete cooperation with the Subpoenas attached as Exhibits A - C to have the requested property produced for appraisal and valuation, and, also seeks appropriate sanctions against the non-complying parties, including but not limited to fees, allowable under Rule 37, SCRPC.

This Motion is based on the following grounds:

1. Petitioner Desa Ballard (hereinafter Ballard) was appointed Personal Representative of the Estate of Chris Combis on May 2, 2013.
2. Pursuant to the same order dated May 2, 2013, this Honorable Court determined that Lancaster County, South Carolina was and is the proper venue for this matter.
3. As part of her duties as Personal Representative, Ballard is required to file an Inventory valuing the assets of the decedent at death, including those assets which

were transferred prior to his death to the appropriate beneficiaries, SC Code of Laws 62-2-805, 62-3-704, 62-3-706, 62-3-707, 62-3-708, 62-3-1230, 62-3-1204. Ballard has filed an Inventory, but the remaining matters related to probate have been pending in the United States District Court, as set forth below, delaying the progress of this estate matter.

4. Earlier litigation in this matter was removed to United States District Court by Diane Combis, but upon non-jury hearing, District Court Judge Joseph Anderson decided that certain issues related to the estate remained pending before the Lancaster County Court; A copy of Judge Anderson's order is attached here to as Exhibit D (P 6-7).
5. Following entry of the District Court Judgment, on March 17, 2017 Ballard served the subpoenas attached as Exhibits A – C upon third parties who have possession of certain items owned by decedent at the time of his death. The parties who were subpoenaed have acknowledged that they have possession of the items of personal property which are the subject of the subpoenas.
6. On March 30, 2017 Pellington wrote to Ballard, refusing to produce the property for appraisal and evaluation.
7. Ballard has filed a lawsuit for attorney fees against Defendant George Combis in this court. The probate court removed "this" matter to the Circuit Court by order dated April 7, 2017. Regular probate matters remain pending in this Court.
8. Ballard has arrangements with a vendor to appraise all the property of the decedent which is in the possession of the third parties.

9. Ballard has requested the property be made available for purposes of having the items appraised for finalizing the Inventory report required. Respondents have refused to produce the items.

RULE 11(a) AFFIRMATION

10. Petitioner affirms that she has consulted with opposing counsel prior to filing this Motion and attempted in good faith to resolve the matter contained herein, but has been unable to do so. While opposing counsel has provided a response, the response is inadequate and the requested items have not been produced.
11. Petitioner seeks an order compelling and requiring the Respondents provide the property requested for appraisal and valuation.
12. Petitioner also seeks and award of sanctions be entered against the Respondents for the reasonable fees and costs incurred in connection with the filing of this motion.



Desa Ballard

I, *Mara Ballard*, an employee of the Ballard & Watson Attorneys at Law certify that I have this date served a copy of *Motion to Compel* on all counsel of record and *Pro Se* parties by depositing a copy properly addressed, with sufficient First Class postage affixed, to each, in the United States Mail.

Date: 5.15.17 Signed: *Mara Ballard*

Ballard & Watson, Attorneys at Law
Post Office Box 6338
West Columbia, South Carolina 29171
Telephone: 803.796.9299
Facsimile: 803.796.1066
desab@desaballard.com

PERSONAL REPRESENTATIVE
OF THE ESTATE OF CHRIS COMBIS

May 15, 2017