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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas
Judge Robert Hood, Fifth Circuit

Case # 2020-CP-400-3810

Appellate # 2020-001708

RECORD ON APPEAL

BINDER 4 of 5

Penn America Insurance Company and Global Indemnity Group, LLC, Plaintiffs/Counter Defendants,

v.

Morris Beach Hutson a/k/a M.B. Hutson, Defendant/Counter-Plaintiff,

AND

Morris Beach Hutson a/k/a M. B. Hutson, Third Party Plaintiff,

v.

Timothy J. Newton, Esq.; Murphy & Grantland, P.A.; Christian Stegmaier, Esq.; and Collins & Lacy P.C.,Third Party Defendants,

of whom Morris Hutson is the Appellant,

and Penn America Insurance Company & Global Indemnity Group, LLC; Timothy J. Newton, Esq.; Murphy & Grantland, P.A.; Christian Stegmaier, Esq.; and Collins & Lacy P.C., are the Respondents.

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Penn America Insurance Company and Global Indemnity Group, LLC, Plaintiffs/Counter-Defendants, vs. Morris Beach Hutson a/k/a M.B. Hutson, Defendant/Counter-Plaintiff. Morris Beach Hutson a/k/a M.B. Hutson Third-Party Plaintiff, vs. Timothy J. Newton, Esq.; Murphy & Grantland, P.A.; Christian Stegmaier, Esq.; and Collins & Lacy P.C., Third-Party Defendants.	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT C.A. No: 2020-CP-40-03810 **PLAINTIFFS' AND THIRD-PARTY DEFENDANTS' RESPONSE TO HUTSON'S AMENDED MOTION FOR EMERGENCY HEARING**

TO: MORRIS BEACH HUTSON A/K/A M.B. HUTSON, *PRO SE* DEFENDANT/COUNTER-PLAINTIFF/THIRD-PARTY PLAINTIFF:

On January 27, 2021, Defendant/Counter-Plaintiff/Third-Party Plaintiff Morris Beach Hutson a/k/a M.B. Hutson ("Hutson") submitted his Amended Motion for Emergency Hearing. This response of Plaintiffs Penn America Insurance Company and Global Indemnity Group, LLC and Third-Party Defendants Timothy J. Newton, Esq., Murphy & Grantland, P.A., Christian Stegmaier, Esq., and Collins & Lacy P.C. follows.

There is no basis for Hutson's allegation that anyone obtained or tampered with the audio recording of the October 15, 2020, hearing. Neither the Plaintiffs, the Third-Party Defendants,

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nor any of their agents or employees have ever possessed or altered the audio recording. A review of the e-mails between Hutson and the court reporter show that he has misrepresented the content of their correspondence in the very motion to which it is attached. The court reporter never states that she loaned the recording of the October 15, 2020, hearing to anyone. The court reporter merely quotes a specific portion of the hearing transcript about which Hutson had inquired and confirms it was accurately transcribed. Hutson somehow interpreted the correspondence as if the court reporter had made that statement herself. The amended motion accuses her of *intentionally* losing or loaning out the recording of the hearing.

A complete copy of the October 15, 2020, hearing transcript is attached hereto as **Exhibit A**. The transcript appears complete and accurate, is consistent with all counsel's recollections of the hearing, and there is no basis for Hutson's allegations otherwise. The portion of the transcript which Huston incorrectly recollects as Newton stating "Your honor, anything pertaining to Extrinsic Fraud, allow that to fall upon myself" is transcribed as it was actually stated the Court on page 64 of the transcript:

> The first thing I want to say is Mr. Stegmaier and Mr. Grantland have nothing to do with this. They're doing their job. Mr. Stegmaier was hired after Mr. Hutson sued me. I'm the only one who did anything that could possibly have to do with his, so-called, extrinsic fraud. So I'm the guy. That's the first thing.

(**Exhibit A**, Hrg. Tr. p. 64, lines 7-12). We further invite the Honorable Robert E. Hood, or any other judge assigned to rule on Hutson's motion, to review the written transcript, and even to obtain the audio recording for comparison to the written transcript. It will be readily apparent that nothing has been altered.

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There is likewise no basis for Hutson's allegation that Christian Stegmaier lied during the October 15, 2020, hearing. Again, Huston relies on e-mails that do not tell the story he attempts to portray.

As an illustration of Hutson's history of misrepresentation, Stegmaier stated at the hearing: "On two occasions with regards to this action, Mr. Hutson sends two e-mails telling me how he had talked to the clerk of court and that the judge had been assigned to this matter and that a hearing was imminent. That certainly wasn't the case." (**Exhibit A**, Hrg. Tr. p. 60, line 1-5).

On September 14, 2020, Huston e-mailed Stegmaier stating that a hearing was set for September 22 and that a judge was assigned to hear the case. A subsequent review of the roster after he made that representation revealed no scheduled hearing; moreover, a follow up call to the Clerk's office related that no hearing had been set at that time. A copy of Huston's e-mail exchange with Stegmaier is attached as **Exhibit B**.

The document that Hutson attached, titled "Defendant's Answers to Plaintiff's Fraudulent Complaint Second Copy due to 'lost' in mail," apparently included a portion of Hutson's e-mails with Clerk's Office employee Athena Borer. However, a copy of Huston's complete *ex parte* e-mail chain with Athena Borer was subsequently provided to the trial court and is attached hereto as **Exhibit C**. All that Hutson's e-mails reflect, is that on September 3, 2020, Hutson made an *ex parte* request that a hearing on the motions for injunction be set for September 22 or 23 and inquired about the judge assigned to that term of court. There was nothing from the Clerk to Hutson stating that a hearing would actually occur on one of those days. Nonetheless, Hutson falsely represented that a hearing was set and a judge assigned. When Huston inquired of the Clerk by e-mail further on September 17, 2020, he was informed by the Clerk that the motions would be set for the week of October 12. Thus, the e-mail correspondence provided by Hutson does not

support his claim that Stegmaier made any false statement to Court and instead reveals Hutson's continued misinterpretation and misrepresentation of what should be simple matters to understand and communicate. Moreover, none of this is material to the merits of the case or Hutson's averments that the transcript had been altered by any third party.

Accordingly, Hutson's motion for emergency hearing should be denied, as it is merely another attempt by Hutson to harass and malign the opposing parties, and now the innocent court reporter whose professional integrity is being baselessly called into question.

[SIGNATURE PAGE TO FOLLOW]

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Respectfully submitted,

By: *s/Christian Stegmaier*
CHRISTIAN STEGMAIER
S.C. Bar No. 68648
cstegmaier@collinsandlacy.com
LAURA R. BAER
S.C. Bar No. 101076
lbaer@collinsandlacy.com
COLLINS & LACY, P.C.
1330 Lady Street, Sixth Floor (29201)
Post Office Box 12487
Columbia, SC 29211
(803) 256-2660 (main)
(803) 771-4484 (fax)

ATTORNEYS FOR PLAINTIFFS PENN AMERICA INS. CO. AND GLOBAL INDEMNITY GROUP, LLC, AND FOR THIRD-PARTY DEFENDANTS CHRISTIAN STEGMAIER, ESQ. AND COLLINS & LACY P.C.

By: *s/Timothy J. Newton*
JOHN M. GRANTLAND
SC Bar # 64158
jgrantland@murphygrantland.com
TIMOTHY J. NEWTON
SC Bar # 71640
tnewton@murphygrantland.com
MURPHY & GRANTLAND, P.A.
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Columbia, SC 29260
Phone: 803-782-4100
Fax: 803-782-4140

ATTORNEYS FOR THIRD-PARTY DEFENDANTS TIMOTHY J. NEWTON, ESQ. AND MURPHY & GRANTLAND, P.A.

PLAINTIFFS' AND THIRD-PARTY DEFENDANTS' RESPONSE TO HUTSON'S MOTION FOR EMERGENCY HEARING

Columbia, South Carolina
January 28, 2021

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

EXHIBIT A

Transcript of Hearing

(held 10/15/2020)

Judge Hood

(Entered in Record of Appeal under "Transcripts"
to avoid needless duplication.)

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EXHIBIT B

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

From: H Hutson <hutson4444@gmail.com>
Sent: Monday, September 14, 2020 7:34 PM
To: Christian Stegmaier
Subject: Re: In addition, regarding the injunctions and cross complaint.

I'm very anxious to have the hearing

On Mon, Sep 14, 2020, 7:33 PM H Hutson <hutson4444@gmail.com> wrote:
My understanding is that you will receive a roster pretty shortly I will receive a letter

On Mon, Sep 14, 2020, 5:17 PM Christian Stegmaier <cstegmaier@collinsandlacy.com> wrote:
The online roster does not reveal any hearing on the 22d or "the appointment" of any judge. Please clarify.

CS

Check out the latest episode of The Explainer, my web series on South Carolina law: https://youtu.be/N70vRnt86K0

On Sep 14, 2020, at 5:02 PM, H Hutson <hutson4444@gmail.com> wrote:

Spoke with the Common Pleas court clerk and have an hearing date on the 22 of this month. Do not have a time as of yet. I stressed the importance of this hearing. A judge has been appointed to hear the case. Thanks

Respectfully,

MB Hutson

--

803-308-2714

Christian Stegmaier

Direct: 803.255.0454
Main: 803.256.2660
Fax: 803.771.4484
Vcard: download vcard
Web: www.collinsandlacy.com

1330 Lady Street, 6th Floor
Columbia, SC 29201



Confidentiality Note: The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice obtained

in the preceding message is solely for the benefit of the Collins and Lacy, P. C. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

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EXHIBIT C

Tim J. Newton

From: Mr. H <hmr226621@gmail.com>
Sent: Friday, October 16, 2020 1:27 PM
To: Christian Penn Amer; Tim J. Newton
Cc: Rhoodsc@sccourts.org
Subject: Fwd: Correspondence of Hutson to/from Athena re date

---------- Forwarded message ----------
From: **Mr. H** <hmr226621@gmail.com>
Date: Friday, October 16, 2020
Subject: Correspondence of Hutson to/from Athena re date
To: Rhoodsc@sccourts.org

To the Honorable Judge Hood:

Below is a copy of my correspondence to Athena/clerk which I promised yesterday in court to send you.

---------- Forwarded message ----------
From: **ATHENA BORER** <BORER.ATHENA@richlandcountysc.gov>
Date: Thursday, September 17, 2020
Subject: Good morning to Miss bright eyes, I have a question;
To: "Mr. H" <hmr226621@gmail.com>

Good morning Mr. Hutson,

I am so sorry about this. I had to move some cases around so this got moved to the week of October 12. I am not sure what day of the week as of yet. The court will also be resuming normal day to day court operations, so this will be an in person hearing.

I will let you know as soon as possible as to which day this will take place. Again, I am sorry for the confusion.

Athena

Athena M Borer

Common Pleas Motion Coordinator

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Richland County Clerk of Court

1701 Main Street

Columbia, SC 29201

Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

From: Mr. H <hmr226621@gmail.com>
Sent: Wednesday, September 16, 2020 5:04 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Re: Good morning to Miss bright eyes, I have a question;

Athena, I have not heard anything about my injunction hearing or the cross complaint hearing. What happen? I mentioned to Penn America's attorney about you setting up a 22 day for the hearing and now he thinks that I lied to him. Are we still on for the 22 of this month????? Hutson

On Thursday, September 3, 2020, ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> wrote:

> Mr. Hutson,
>
> Judge Jocelyn Newman will be presiding over Motions for that week.
>
> Let me know if you have any other questions. I am happy to help.
>
> Athena
>
> Athena M Borer
>
> Common Pleas Motion Coordinator
>
> Richland County Clerk of Court
>
> 1701 Main Street

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Columbia, SC 29201

Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

ELECTRONICALLY FILED - 2021 Jan 28 1:09 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

From: Mr. H <hmr226621@gmail.com>
Sent: Thursday, September 3, 2020 5:06 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Good morning to Miss bright eyes, I have a question;

As of now, do you know who the judge will be that hears this injunction? If so, please give me his name. Thanking you in advance. Also, I ask that you not extend anymore time than the 22 or 23 of this month for the hearing. I think the other side might try to drag this injunction issue out. Be safe young lady.

MB Hutson. Case number 2020 cp 400 3810

--
Hutsen
803-308-2714

--
Hutsen
803-308-2714

Total Control Panel Login

To: tnewton@murphygrantland.com Remove this sender from my allow list
From: hmr226621@gmail.com

You received this message because the sender is on your allow list.

ELECTRONICALLY FILED - 2021 Jan 28 2:33 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

EXH 33 - D

Collins Lacy
ATTORNEYS AT LAW

Christian Stegmaier | D: 803.255.0454 | E: cstegmaier@collinsandlacy.com

January 28, 2021

VIA U.S. MAIL AND EMAIL
M. B. Hutson
Post Office Box 2755
Orangeburg, SC 29116
Hmr226621@gmail.com
Hutson4444@gmail.com

Re: Penn America Insurance Company and Global Indemnity Group, LLC v. Morris Beach Hutson a/k/a M.B. Hutson
Civil Action No. 2020-CP-40-03810
C&L File No. 000774-1021A

Dear Mr. Hutson:

Enclosed please find and served upon you a courtesy copy of the Response to your Amended Motion for an Emergency Hearing submitted to the Court electronically today in the above-referenced action.

Respectfully,

s/Christian Stegmaier

Christian Stegmaier

CS/net
Encl.

cc: (*via email only*)
John Robert Murphy, Esquire, Murphy & Grantland, P.A.
Tim Newton, Esquire, Murphy and Grantland, PA

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Penn America Insurance Company and Global Indemnity Group, LLC,

Plaintiffs

vs.

Morris Beach Hutson a/k/a M. B. Hutson

Defendant

Morris Beach Hutson a/k/a M.B. Hutson

Defendant

vs.

Third Party Defendants:

Penn America Insurance Company, Global Indemnity Group, LLC, Timothy J. Newton, Esq., Murphy & Grantland, P.A., and Christian Stegmaier, Esq., Collins & Lacy P.C.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2020-CP- 4003810

DEFENDANT'S RESPONSE TO "PLAINTIFFS' AND THIRD-PARTY DEFENDANTS/ MOTION FOR EMERGENCY HEARING"

JURY TRIAL DEMANDED

2021 FEB -1 AM 8:34
RICHLAND COUNTY
FILED

Comes now Defendant and second party Plaintiff stating that Merriam - Webster's Dictionary of Law defines "FACT" as "Something that has actual existence" (p. 183). It is a fact that Plaintiffs / Third Party Defendants had full knowledge that this Defendant/Plaintiff was defrauded by TLC Holdings, LLC and their attorneys, and these Plaintiffs / Third Party Defendants, attorneys by profession, recognize, yet *continue to conceal* rather than to expose the

SCANNED

fraud upon the court(s) to any and/or all related courts and tribunals for the *sole and selfish purpose* of tilting the scales of "justice" in their favor.

No lawyer has reported this fraud to any court including this very hearing before Judge Hood. However, it is the law so to do by officers of the court... Attorneys. Defendant/Appellant has brought this to all these attorneys' attention repeatedly. The lawyers simply ignore and act as if this Defendant does not know what he is talking about, even though Defendant has clearly presented multiple rules and laws that specifically require all lawyers involved to disclose and report. This lack of disclosure is the very cause of this Defendant's demise leaving this Defendant indigent.

AN EXAMPLE OF EXTRINSIC FRAUD UPON THE COURT:

1. A police officer is standing at an intersection watching traffic.
2. Defendant approaches the officer asking for directions.
3. All of a sudden, a deranged man steps off a bus and starts shooting at the officer and Defendant.
4. Defendant happens to be legally armed and jerks out his pistol shooting the deranged shooter, killing him.
5. Since the officer is required to write up a police report, he takes out his pad and writes that "Defendant shot the deranged man," but intentionally leaves out the crucial facts/evidence that Defendant was defending himself (self-defense) because the officer on the scene failed to draw and stop the initial shooter, thereby the officer was protecting his own indiscretion and failure to act.
6. HOW COULD THAT DEFENDANT GET A FAIR TRIAL ?!?

The very same thing applies with this Defendant/Appellant for the officers of the court were totally aware that Defendant/Appellant was being defrauded, yet, refused to report the real truth, thereby concealing the failure of those officers of the court to take action and report the extrinsic fraud upon the courts to the courts.

The *same officers* used lies and concealment when they wanted Judge Hood to grant them an injunction against Defendant/Appellant by concealing and lying to the Honorable Judge Hood and they continue to do so even now.

The attorneys' illegal cover-up(s) are perpetrating deception upon the Courts, and certainly the Judges. These attorneys apparently believe that if they are nice to each Court and Judge, the Courts and Judges are simply too stupid to suspect them and too trusting to catch them... and, so far, the attorneys have been right. The on-going fraud by these attorneys and continued, extrinsic fraud continues to destroy this Defendant. No Court, nor Judge, apparently has the acumen to bring down justice upon these attorneys. Each paper filed by the Plaintiffs and their attorneys are cloaked with fraud and extrinsic fraud.

Up, and until now, this Defendant has not yet found one mentally sharp, discriminatingly honest and courageous judge that will/can recognize and stop the illegal charade of destruction being perpetrated by these Plaintiff's. Due to the attorneys' non-disclosure of the underlying and continuing extrinsic fraud, each time Penn America/Global Indemnity Insurance Company's attorneys appear in front of any South Carolina judge, their known concealments just passes by each Judge, as if the court system and judges have blessed the extrinsic fraud. This is like the Pope assisting the public in killing newborn children via abortions. Why is it that no

Judge has the Backbone to put an end to the fraud perpetrated upon this Defendant to end the extrinsic fraud upon the courts? This Defendant/Appellant has been victimized long enough. These lawyers will not swear that they do not know about this concealment. Again, all attorneys who are in this case and courtroom are fully aware, yet they are afraid to acknowledge it as it will cost them to lose their licenses, and they know it. So what about truth for this victim???

The truth *must* surface. This case should have been remanded to a jury instead of the Honorable Judge Hood granting Plaintiff's request for injunction. Plaintiffs lied regarding why Defendant/Appellant lost his cases, which was directly due to the Plaintiffs' failure to report the extrinsic fraud perpetrated by fellow attorneys upon the courts that prevented this Defendant from having his cases heard and ultimately causing this Defendant to lose all those cases. Lawyers are covering up for fellow lawyers.

The originial discovery was made and published by Laura Paton, Esq., while under the employ of Penn America, through Timothy Newton, Esq. Her document went to Timothy Newton at Murphy Grantland as well as to Penn America Insurance Company. These Plaintiffs, all are fully aware that they created one of the biggest legal scams against this Defendant/Plaintiff Hutson ever executed in the State of South Carolina. It won't take long for a jury to rule against them!

Defendant asks Judge Hood, "How can you allow these lawyers to do you, *your* Court and this Defendant like this? Is it by simply passing the buck?"

The Plaintiff/Respondents, and all of their attorneys, are fully aware of Laura Paton's (hired by Plaintiff) seventy-seven (77) cited counts of fraud yet no attorney has ever brought that to the attention of the Court, *even though* they all have copies of her legal opinion indicating nothing but fraud. On August 13, 2018, Tim Newton, Esq. clearly cites fraud against Hutson as well as fraud upon the Courts. Example page (1) paragraph (3) "The alleged lease between

Big Water Resort, LLC and TLC Holdings, LLC, if existed, was never recorded, although it was for a term of more than a year." By Hutson not having a use right on the property it was impossible for Hutson to honor some 470 family member rights to use the property of which TLC had trapped Hutson's inability to honor the memberships causing Hutson to get sued. Newton, nor any attorney at Murphy Grantland, reported the fraud ... even after Defendant Hutson begged Newton to do so. Defendant has begged for the lawyers to own up and report fraud and extrinsic fraud upon the courts allowing a level justice scale.

In this case, the Plaintiff and their attorneys birthed lies about Defendant having lost all of his cases by frivolous complaints, or due to a fraudulent release prepared by Tim Newton, Esq. It is apparently seeming to work for them, even though *they are full of lies and deceit.* No person, no court can honor a fraudulent release that is contaminated with extrinsic fraud. Such a release is NOT VALID. These lawyers hide behind the Judges, yet, no attorney will report it as required by more than 25-50 multiple rules regarding Candor, as cited in the South Carolina Rules of Professional Conduct.

I ask the Court to simply notice that all these attorneys are blatantly dodging the rules requiring their reporting fraud upon the Court. None of these attorneys have ever reported the known fraud to any Judge or Tribunal. None of these attorneys have acknowledged the fraud against Hutson. They act as if Jesus gave attorneys a free pass to lie about fraud and extrinsic fraud in order to tilt the scales of justice totally in their favor. One must ask: "Where is Justice?"

If the Judges don't care about justice being served, this Defendant cannot ever have an honest and fair hearing. Lawyers have always prevailed with their deceptive lies. Will it continue in this court?

Defendant asks this Honorable Judge Hood, who has been associated with the Attorney General's office, to ADMINISTER JUSTICE – DO NOT ALLOW ATTORNEY COLLUSION AND MALFEASANCE CONTINUE IN SOUTH CAROLINA! Judge Hood, it is the court's responsibility -- not to ignore criminal activity -- but to stop it.

REGARDING THE TRANSCIPT:

At the ending of the hearing, Judge Hood asked Tim Newton if he had anything else to say. Newton was seated at the end of the table next to John Grantland. Newton responded by standing up and walking approximately ten feet closer to Judge Hood. Then, with an humble voice and posture, Newton said the following: "Your Honor, anything pertaining to Extrinsic Fraud, allow that to fall upon myself". Newton then used his right hand and touched his chest, and said, "Thank you". Judge Hood continued looking at Newton, hesitated, and then responded, "I understand." Then, IMMEDIATELY, Judge Hood closed the hearing.

Stunned by Newton's statement and admission in open court, this Defendant wanted to ask for more clarity, but the hearing was over.

The written transcript <u>does not</u> reflect what Newton said at the very end of the hearing.

Defendant took the statement made by Newton as an admission, or confession. For that reason, Defendant paid an enormous amount of attention. This was the most significant statement made during the entire hearing. HOWEVER:

The printed transcript reflects Newton's statement differently and reflects Newton speaking in the middle of the hearing... for an extended period of time...over eight (8) pages.

THIS IS NOT SO! There are additional things that have been dramatically changed within the transcript, which do not reflect what was actually said in that court hearing. It is

notable that all of those changes are in favor of the Plaintiffs. This is the first time in Defendant's life that he has seriously contested a transcript, and witnessed such corruption.

THEREFORE, Defendant asks that the Honorable Judge John Hood to require the transcript digital tape and back up tape be examined by law enforcement immediately. The Honorable Judge Hood knows that this Defendant was alert and attentive during the hearing. Defendant has read that the relinquishing of custody of the court recordings is totally outside the permissible actions for a court reporter, however, further research shows that the loaning of court recordings *is not that uncommon based on research.* However, altering those court records is a criminal offense! Even the Judge's own repeated statements of "If they lie to me, I will put them in jail and they know it" has been changed, altered or deletes –every one of them.

Additionally, in open court on October 15, 2020, Christian Stegmaier, Esq. accused Defendant Hutson of misrepresenting information from court employee Athena Borer and attempted to disgrace Defendant's credibility by stating that Defendant had lied to him about the contact with the Clerk in attempting to get a hearing in September instead of October. To verify the untruth of Stegmaier's statements, Defendant forwarded a copy of his emails with Athena Borer to the judge (as he stated he would) the day after the October 15 hearing. Defendant hereby resubmits those emails to/from court reporter, Athena Borer, into the record: (highlighting dates is added to assist reader of sequence):

From: Mr. H <hmr226621@gmail.com>
Sent: Monday, August 31, 2020 4:12 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Athena, I am calling you in reference to a injunction and time is of the essence. Please call me. 803 308 2714

Hutson. Thanks again. God Bless you.

--
Hutsen
803-308-2714

On Tuesday, September 1, 2020, ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> wrote:

Mr. Hutson,

Will call you as soon as I get into the office this morning.

Athena

Mr. H <hmr226621@gmail.com>

Sep 1, 2020, 10:08 AM
to ATHENA

Athena, please note your fiile indicating that I have request for the hearing regarding my injunction request. The judge should know who called to set up this hearing. Thank you.

From: Mr. H <hmr226621@gmail.com> **Sent:** Thursday, September 3, 2020 5:06 PM **To:** ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> **Subject:** Good morning to Miss bright eyes, I have a question;

As of now, do you know who the judge will be that hears this injunction? If so, please give me his name. Thanking you in advance. Also, I ask that you not extend anymore time than the 22 or 23 of this month for the hearing. I think the other side might try to drag this injunction issue out. Be safe young lady.

MB Hutson. Case number 2020 cp 400 3810

On Thursday, September 3, 2020, ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> wrote:
Mr. Hutson,

Judge Jocelyn Newman will be presiding over Motions for that week.

Let me know if you have any other questions. I am happy to help.

Athena

Athena M Borer
Common Pleas Motion Coordinator
Richland County Clerk of Court
1701 Main Street
Columbia, SC 29201
Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

Mr. H <hmr226621@gmail.com>

Tue, Sep 15, 2020, 5:32 AM

to ATHENA

Penn America vs. MB Hutson

Good morning. I have check an online roster, still nothing shows for a September 22 hearing regarding injunction and cross injunction with cross complaint. I likewise have yet to receive the letter confirming the 22 of September. Any updates you might can share? Thanks so much, please remember, I really need for this hearing to take place as scheduled per our conversation.

Respectfully,

MB Hutson

From: Mr. H <hmr226621@gmail.com> **Sent:** Wednesday, September 16, 2020 5:04 PM **To:** ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> **Subject:** Re: Good morning to Miss bright eyes, I have a question;

Athena, I have not heard anything about my injunction hearing or the cross complaint hearing. What happen? I mentioned to Penn America's attorney about you setting up a 22 day for the hearing and now he thinks that I lied to him. Are we still on for the 22 of this month????? Hutson

From: **ATHENA BORER** <BORER.ATHENA@richlandcountysc.gov>
Date: Thursday, September 17, 2020
Subject: Good morning to Miss bright eyes, I have a question;
To: "Mr. H" <hmr226621@gmail.com>

Good morning Mr. Hutson,

I am so sorry about this. I had to move some cases around so this got moved to the week of October 12. I am not sure what day of the week as of yet. The court will also be resuming normal day to day court operations, so this will be an in person hearing.

I will let you know as soon as possible as to which day this will take place. Again, I am sorry for the confusion.

Athena

Athena M Borer
Common Pleas Motion Coordinator
Richland County Clerk of Court
1701 Main Street
Columbia, SC 29201

Mr. H <hmr226621@gmail.com>

Oct 16, 2020, 1:13 PM

to Rhoodsc

To the Honorable Judge Hood:

Below is a copy of my correspondence to Athena/clerk which I promised yesterday in court to send you.

* * * * * * * * * **END OF EMAILS** * * * * * * * * * *

NOTE: Attached to the October 16, 2020 (1:13 PM) email above (emailed to Judge Hood) were the emails (listed herein above) consisting of Hutson's correspondence with A. Borer.

These emails prove that Christian Stegmaier intentionally lied to attempt to damage or destroy Defendant's reputation and credibility. The Court is urged NOT to overlook Stegmaier's statements in open court: *(From the Transcript:)* Page 59, lines 24 through page 60, line 13 :

STEGMAIER: "Briefly in response. Number one, Mr. Hutson has a history of misrepresenting and misleading. On two occasions with regards to this action, Mr. Hutson sends two e-mails telling me how he had talked to the clerk of the court and that the judge had been assigned to this matter and that a hearing was imminent. That certainly wasn't the case."

HUTSON: "That's a – that's a lie."

STEGMAIER: "And then he - - -"

HUTSON: "I sent him a copy."

STEGMAIER: "Wait ---"

HUTSON: "I sent him a copy."

THE COURT: "Be quiet."

STEGMAIER: "I'm saying these things because they're illustrative of the way he operates."

Furthermore, Defendant verifies delivery of Athena's news to Stegmaier with a copy of the court and had it served to the court, and also a copy to Stegmaier at Collins and Lacy at **9:30 am on September 18, 2020**. This was the re-filing, as the court indicated that they did not receive the first filing of same "Defendant's Answers to Plaintiffs' Fraudulent Complaint". The Second Copy, which was hand delivered to the Court and to Collins and Lacy (for Stegmaier) is attached hereto, and contains emails with Athena Borer. Since the 'on-line' copy did not include the Borer email notice, apparently someone at the court "found" the 'lost', first copy and filed the service notice of the second copy with the first copy that they located. The second copy had a service

verification signed by M. S. from Collins and Lacy. Therefore the court DID have both copies, as the verification signed by M.S. from Collins and Lacy is filed on the website and dated appropriately. If there are further questions, perhaps the court can search and locate it. Nevertheless, the copy signed for by M.S. at Collins and Lacy was signed for, delivered in person to, and received by Collins & Lacy and included the A. Borer correspondence.

Those were confusing corona virus days when offices were fully or partially closed down and the US postal service was less than timely and reliable. No fault is being issued here, only clarification. Perhaps the court can search their papers and verify what is purported, in honesty, herein. Nevertheless, the served copy to Lacy and Collins which was signed for there is attached hereto.

Comes now the Defendant Hutson who prays, asking the Honorable Court to:

1. Carefully review and compare all copies of the court's recorded records of the hearing held October 15, 2020 . . . even to the extent of having the transcript recording(s) investigated by law enforcement/SLED for they should have the equipment to accurately verify and identify edits and splices.
2. Demand that the Plaintiffs and their attorneys come clean about the vast, corrupt fraud and extrinsic fraud and criminal actions of all the involved attorneys...even some of which are not present in this case.
3. Since the lawyers have broken the lawyer's oath,
    a) swear in: -Christian Stegmaier, Esq. (Collins and Lacy, P.C.), *and*
    -Tim Newton, Esq. (MurphyGrantland, P.A.), *and*

-John Grantland, Esq., (MurphyGrantland, P.A.), *and*

-the court reporter,

b) ask and investigate their knowledge of, or their participation in:

i) the acquisition of and/or changes on the court transcript tape, and

ii) the case history regarding the underlying and continuous perpetration of extrinsic fraud / fraud upon the court.

4. Do *NOT ALLOW* these attorneys to continue to lie to your face and whisper behind your back, for this disgraces the Honorable Courts and Judges. Judge Hood, they honestly think that your Honor is going to let them off the criminal hook ... otherwise, they would have reported the extrinsic fraud to you as required by law.
5. Defendant/Appellant respectfully asks this Honorable Court to forgive Defendant/Appellant for speaking so honestly. However, Defendant believes that some Judge must take a stand and stop ignoring the dishonest actions against the Honorable Courts and Judge(s) and this Defendant/Appellant.
6. Defendant wishes to state that in the last three weeks or so Plaintiff and attorneys for Plaintiff filed for another "Motion for Injunctive Relief" in the Appellant Court against this Appellant. The Honorable Appeals Court denied their motion.

Respectfully submitted on this 31st day of January, 2021.

M.B. Hutson
P.O. Box 2755
Orangeburg, South Carolina 29116-2755
Telephone: (803) 308-2714
Hutson4444@gmail.com

SERVICE VERIFICATION

(# 2020-CP-4003810)

Resubmittal of

Defendant's Answer to Plaintiff's Complaint

2020 SEP 25 PM 4:20

has been served:

☑ To Penn American Insurance Company and Global Indemnity Insurance Company at The Law Office of Collins and Lacy P.C to Christian Stegmaier, Esq., attorney of record.

1330 Lady Street, 6th Floor, Columbia, SC Phone: (803) 256 2660

Received by: M. Shuler Time 9:30

Kindly Print: _____

On Friday, September 18, 2020.

Server: _____ (sign)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Penn America Insurance Company and
Global Indemnity Group, LLC,

Plaintiffs

vs.

Morris Beach Hutson a/k/a M. B. Hutson

Defendant

Morris Beach Hutson a/k/a M.B. Hutson

Defendant

vs.

Third Party Defendants:

Penn America Insurance Company,
Global Indemnity Group, LLC,
Timothy J. Newton, Esq.,
Murphy & Grantland, P.A., and
Christian Stegmaier, Esq.,
Collins & Lacy P.C.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2020-CP- 4003810

DEFENDANTS ANSWERS TO

PLANTIFFS'

FRAUDULENT COMPAINT

Second copy due to 'lost' in mail.

COMES NOW Defendant who states the following:

1. On Sunday, the 6th day of September, Defendant placed in the U.S. Mail (blue mail boxes) copies to all parties and the court, "Defendants Answers to Plaintiffs ... Complaint" in the case cited above.

2. Today, September 17, 2020, Defendant checked the records only to discover that Plaintiff had filed an additional paper yesterday stating that Defendant had failed to file an answer to Plantiff's complaint.

3. Not understanding why the court is not showing the mailed in Reply to the Complaint, Defendant has immediately rushed back over to Office Depot and got a second set of copies and is arranging to have that second set of "Defendant's Answer to Plaintiff's Complaint" hand served to the Court and Plaintiff in the morning. Please note that Plaintiff, Pro Se, has secured copies to verify to the court that the first set was sent to the printer services (3 pp. of verification attached thereto) in a gracious timely period. Defendant normally is very prompt and responsible for filing in a timely manner, never having had this problem before in his legal filings.

4. Also enclosed is a photograph of a mailing, also from Orangeburg, that, instead of being delivered, was returned to the sender eight MONTHS later...less than a year ago.

5. As a courtesy to the court and the Plaintiff, I am submitting a second copy, not knowing when the first set will show up, nor exactly when. I trust that the court will honor this second set as timely. Defendant pledges to notify the court immediately when the original set that was mailed in a timely manner, is received, and trust that the court will do likewise, should those papers not be returned to him, but reach their intended location.

6. A notice will be filed at the Post Office on their next day of business for the missing documents.

Defendant prays that the court will:

1. Defendant Hutson asks that the court will rule favorably in his behalf and receive the enclosed duplicate of Defendants Answers to Plaintiffs Fraudulent Complaint with photographs of verification that the work was originally completed on a timely basis, as being "filed timely" due to circumstances beyond his control.

Respectfully Submitted on this 17th day of September, 2020.

M.B. Hutson
P.O. Box 2755
Orangeburg, South Carolina29116-2755
Telephone: (803) 308-2714

Copies will be served on September 18th, 2020, to:

Christian Stegmaier, Esq.
For Penn-America and Global Indemnity Group LLC
Collins & Lacy P.C.
1330 Lady Street
Columbia, SC

Please Note:

From: ATHENA BORER <BORERATHENA@richlandcountysc.gov>
Date: Thursday, September 17, 2020
Subject: Good morning to Miss bright eyes. I have a question.
To: "M. H" <hm2555219@gmail.com>

Good morning Mr. Hutson,

I am so sorry about this. I had to move some cases around so this got moved to the week of October 12. I am not sure what day of the week as of yet. The court will also be resuming normal day to day court operations, so this will be an in person hearing.

I will let you know as soon as possible as to which day this will take place. Again, I am sorry for the confusion.

Athena

Athena M Borer

Common Pleas Motion Coordinator

Richland County Clerk of Court

1701 Main Street

Columbia, SC 29201

Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

From: Mr. H <hmr226621@gmail.com>
Sent: Wednesday, September 16, 2020 5:04 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Re: Good morning to Miss bright eyes, I have a question;

Athena, I have not heard anything about my injunction hearing or the cross complaint hearing. What happen? I mentioned to Penn America's attorney about you setting up a 22 day for the hearing and now he thinks that I lied to him. Are we still on for the 22 of this month???? Hutson

On Thursday, September 3, 2020, ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> wrote:

Mr. Hutson,

Judge Jocelyn Newman will be presiding over Motions for that week.

Let me know if you have any other questions. I am happy to help.

Athena

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Penn America Insurance Company and Global Indemnity Group, LLC,

Plaintiffs

vs.

Morris Beach Hutson a/k/a M. B. Hutson

Defendant

Morris Beach Hutson a/k/a M.B. Hutson

Defendant

vs.

Third Party Defendants:

Penn America Insurance Company, Global Indemnity Group, LLC, Timothy J. Newton, Esq., Murphy & Grantland, P.A., and Christian Stegmaier, Esq., Collins & Lacy P.C.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2020-CP- 4003810

DEFENDANT REVISITS HIS MOTION FOR AN AMENDED EMERGENCY HEARING

RICHLAND COUNTY
FILED
2021 FEB -9 AM 10: 12
JEANETTE W. McBRIDE
C.C.P. & G.S.

Comes now the Defendant Hutson who again asks for the following:

1. A hearing regarding the custody of the original transcript tapes.
2. Have law enforcement examine the tapes.
3. Bring to a final end to the long and rapid growth of fraud against Defendant and intentional Extrinsic Fraud Upon the Courts (including The Honorable Judge Hood and his Court) of

which is so clearly apparent and blatantly obvious. The Courts and Judges have intentionally turned their heads from reality allowing attorneys Timothy Newton of Murphy Grantland P.C., Christian Stegmaier, of Collins and Lacy, P.A. (who represent Penn AmericaInsurance/Global Indemnity Insurance) to proceed with over 25 SCRPC rule misuses and violations including fabrication of intentional lies in front of many Honorable Courts and Judges. These two law firms are responsibly for illegal actions by their lawyers.

NOTICE: This Defendant/ Third Party Plaintiff now reaches out for the support of the entire public sources to force and end the illegal and lying actions of attorneys and stop their extrinsic fraud upon the Courts and fraud against this Defendant /Third Party Plaintiff. These lawyers are required to comply with the South Carolina Rules of Professional Conduct, and report each other as well as report *any* other lawyers for similar non-compliant actions as required by the South Carolina Rules of Lawyer Conduct.

These crimes by attorneys acting criminally --- *must* be exposed and stopped!

This Defendant has been forced to live with the wrongful acts by these dishonest attorneys for years while fighting for them to stop! It has destroyed the health of this Defendant/Appellant and crippled his ability to live a normal life since long before the Corona Virus. How can any South Carolina Court allow such illegal actions cloaked with fraud and extrinsic fraud continue to operate within its hall of "Justice." THIS MUST STOP NOW!

A PARALLEL OF EXTRINSIC FRAUD UPON THE COURT:

1. A police officer is standing at an intersection watching traffic.

2. A Citizen approaches an officer asking for directions.

3. Suddenly, a deranged man steps off a bus and starts shooting at the officer and the Citizen. The officer crouches, but does not draw his weapon.

4. Fearful, the citizen, who happens to be legally armed, jerks out his pistol shooting the deranged shooter, killing him.

5. Since the officer is required to write up a police report, he takes out his pad and writes that "Citizen shot a deranged man, as he exited the bus..." but intentionally leaves out the crucial fact that the Citizen was defending himself in self-defense, because the officer on the scene failed to draw and stop the initial shooter, therefore, the officer was protecting, hiding, and not disclosing his own indiscretion and failure to act/failure to perform his duties.

How could that Appellant get a fair trial????

This is just a case scenario, but in many regards, mirrors the indiscretion of attorneys failing to properly act as "Officers of the Court" and failing to report the true underlying crimes they witness(ed) before them."

Respectfully Submitted on this 8thst day of February, 2021.

M.B. Hutson
P.O. Box 2755
Orangeburg, South Carolina 29116-2755
Telephone: (803) 308-2714
Hutson4444@gmail.com

Verification of Service on Following Page:

ELECTRONICALLY FILED - 2021 Feb 12 10:00 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2020-CP-40-03810

Penn America Insurance Company and Global Indemnity Group, LLC,

Plaintiffs,

v.

Morris Beach Hutson a/k/a M.B. Hutson,

Defendant.

Morris Beach Hutson a/k/a M.B. Hutson,

Defendant / Third-party Plaintiff

v.

Timothy J. Newton, Esq., Murphy & Grantland, P.A., and Christian Stegmaier, Esq., Collins & Lacy P.C.,

Third-party Defendants.

THIRD-PARTY DEFENDANTS TIMOTHY J. NEWTON AND MURPHY & GRANTLAND, P.A.'S MOTION FOR SANCTIONS

TO: MORRIS BEACH HUTSON a/k/a M.B. HUTSON, DEFENDANT / THIRD-PARTY PLAINTIFF PRO SE AND TO THE ABOVE-NAMED DEFENDANT / THIRD-PARTY PLAINTIFF:

YOU WILL PLEASE TAKE NOTICE that the Third-party Defendants, Timothy N. Newton and Murphy & Grantland, P.A. (hereinafter collectively "Newton") will move before the Presiding Judge of the Richland County Court of Common Pleas at the Richland County Courthouse at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard for sanctions against Defendant / Third-Party Plaintiff Hutson. This motion is based upon several grounds, including Rule 11, SCRCP; the South Carolina Frivolous Proceedings Act, S.C. Code Ann. §§ 15-36-10 to 15-36-50; and this Court's inherent authority to punish and deter contempt of court.

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GROUNDS FOR MOTION

In response to Hutson's allegation that Newton participated in a conspiracy to fraudulently alter the transcript of the hearing held on October 15, 2021, Newton would show that he has not communicated at all with the court reporter, DeeAnne Varnadoe, with regard to this matter, or anything related to it. Newton is prepared to testify to that should he be required to do so.

Before Newton could finalize its response to Hutson's "Revisited" Motion filed February 9, 2021, Hutson attempted to unilaterally cancel the hearing scheduled by this Court via e-mail sent just before the close of business yesterday (February 11, 2021). Newton would show that due to the nature of Hutson's allegations and the fact that they were filed in the public record, a response is nevertheless necessary. Hutson's slanderous allegations impugn the integrity of not only Respondents, but also Varnadoe and Your Honor.

Moreover, the transcript issue should be settled before the appeal proceeds. From Hutson's course of conduct, it is not unlikely that he will continue argue the transcript was fraudulently altered and that Respondents somehow conspired to procure its alteration in the Court of Appeals.

Newton herewith submits evidence considered to be relevant to Hutson's allegations. This evidence is submitted for the purposes of rebutting Hutson's slanderous allegations, defending the integrity of the judicial process, and in support of Newton's Motion for Sanctions.

This Motion is supported by a Memorandum and exhibits to be attached and incorporated herein by reference.

[*Signature page follows*]

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

s/John M. Grantland

John M. Grantland, Esq., SC Bar # 64158
Timothy J. Newton, Esq. SC Bar # 71640
P. O. Box 6648
Columbia, SC 29260
Phone: 803-782-4100
Fax: 803-782-4140
jgrantland@murphygrantland.com
tnewton@murphygrantland.com

February 12, 2021
Columbia, SC

ELECTRONICALLY FILED - 2021 Feb 12 10:00 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Case Number 2020cp4003810

Comes now the Defendant who simply states the following:

1. It is impossible to get justice in this Court. Defendant has already submitted plethora evidence that proves his case. Yet *another* Common Pleas Judge (John Hood) rewarded the lying attorneys who were committing extrinsic fraud and lying to the Court by way of an injunction against Defendant instead of sanctions against the dishonest lawyers.

2. The first hearing transcript has and was altered -- Defendant keep notes.

After strong thought and reaching a **painful decision** this Defendant has no chance to win anything due to various circumstances controlled within the court system.

This coming scheduled hearing on the 17th is just a waste of Defendant's time, causing him more pain for what's not right.

Therefore, Defendant asks that his request for this legitimate emergency hearing be cancelled since justice does not exist in Common Pleas Courts based on a multitude of lost cases including Judge Hoods Court because no Common Pleas Judge will recognize the fraud, extrinsic fraud and blatant lies told in Common Pleas Courts by the Penn America/Global Indemnity lawyers, Tim Newton, Murphy Grantland, Christian Stegmaier/Lacy & Collins.

This sad letter filed on this 11 day of February 2021.

MB Hutson

RICHLAND COUNTY
FILED
2021 FEB 12 PM 1:47
JEANETTE W. McBRIDE
C.C.P. & G.S.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2020-CP-40-03810

Penn America Insurance Company and Global Indemnity Group, LLC,

Plaintiffs,

v.

Morris Beach Hutson a/k/a M.B. Hutson,

Defendant.

Morris Beach Hutson a/k/a M.B. Hutson,

Defendant / Third-party Plaintiff

v.

Timothy J. Newton, Esq., Murphy & Grantland, P.A., and Christian Stegmaier, Esq., Collins & Lacy P.C.,

Third-party Defendants.

THIRD-PARTY DEFENDANTS TIMOTHY J. NEWTON AND MURPHY & GRANTLAND, P.A.'S MEMORANDUM IN OPPOSITION TO DEFENDANT / THIRD-PARTY CLAIMANT MORRIS BEACH HUTSON a/k/a M.B. HUTSON'S "REVISITED" AMENDED MOTION FOR AN EMERGENCY HEARING AND IN SUPPORT OF MOTION FOR SANCTIONS

Third-party Defendants, Timothy N. Newton and Murphy & Grantland, P.A. (hereinafter collectively "Newton") submit the following response to Defendant / Third-Party Claimant Morris Beach Hutson's "Revisited" Amended Motion for an Emergency Hearing, filed October 13, 2020. This Memorandum also supports Newton's Motion for Sanctions against Hutson.

I. Hutson requested this Emergency Hearing because he was caught in a lie.

Hutson's Motion for Emergency Hearing alleges that the transcript of the hearing before this Court on October 15, 2020 was fraudulently altered. (Hutson "Ammended" Motion filed Jan. 28, 2021.) The issues Hutson raised originated in the related appeal from Judge Nettles' Orders. (See Order Granting Newton's Mot. to Dism. filed Dec. 9, 2020, pp. 7-8 (finding Hutson raised the same issues in the prior Bad Faith Action).) In a December 29, 2020 filing in the Court of Appeals, Hutson alleged he was "financially slaughtered" and "doomed to lose all cases" because

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Newton, Penn-America Insurance Company, its parent company, Global Indemnity Group, LLC, their current counsel, Christian Stegmaier, and Newton and Stegmaier's firms (hereinafter collectively "Respondents"), conspired with a third party's attorneys in perpetrating a fraud upon the court in prior actions against Hutson. ("Appellate's" Response, attached as **Exh. 23**.) In paragraph 5, Hutson alleged the following:

> Respondent Tim Newton . . . stood up before the same judge and stated the following: "Your Honor, anything pertaining to Extrinsic Fraud, let it fall on me". This is the same Respondent who swore he new [*sic*] nothing about Extrinsic Fraud! Why would any officer of the Court offer to take responsibility for such a criminal action if not already guilty and making an attempt to protect others?

(Id., pp. 3-4.)

Respondents filed a response in which they objected to many of Hutson's false and defamatory statements. (Respondents' Mot. for Injunctive Relief filed Jan. 13, 2021 attached as **Exh. 24**.) In that filing, Respondents predicted that the trial transcript would reflect instead that "Newton argued that Hutson has no claim against the other two attorneys who appeared at the hearing because they were not involved in Hutson's prior litigation with TLC Holdings, LLC [hereinafter "TLC"], in which Hutson claims he was defrauded." (Id. at 6.)

The transcript of the hearing confirmed Respondents' account and contradicted Hutson's misrepresentation to the Court of Appeals. (Tr. p. 64.) After Hutson received his copy of the transcript, he promptly notified Respondents that the transcript was altered by "at least 35%" and that he planned to notify the FBI and the press. (E-mail dated Jan. 26, 2021 attached as **Exh. 25**.) Hutson filed his Motion for Emergency Hearing in this Court on January 28, 2021.

II. The transcript accurately recounts that Newton properly (and presciently) attempted to limit the individuals Hutson targeted.

Christian Stegmaier appeared on behalf of Penn-America, himself, and his firm at the hearing. (Order Granting Pl's. Mot. for Temp. Inj. Filed Dec. 9, 2020, p. 1.) Tim Newton

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represented himself, and John Grantland appeared for John and Tim's firm, Murphy & Grantland, P.A. (Id.) Hutson claimed at the hearing that all three are liars. (Tr. p. 28.) Newton began his remarks by pointing out that Stegmaier and Grantland had nothing to do with the fraud Hutson alleged. (Tr. p. 64.) This context supports the accuracy of the transcript.

Hutson has now accused the court reporter, DeeAnne Varnadoe, of fraudulently altering the transcript. His filings insinuate that Your Honor is also colluding in the fraud. These reckless claims illustrate Newton's reasons for attempting to limit the scope of Hutson's dragnet of putative defendants at the hearing. After nearly five (5) years of dealing with Hutson, Newton is aware of Hutson's proclivity for accusing nearly everyone who has anything to do with his cases of fraud.

III. Hutson opened the door to evidence regarding his credibility and a comparison of Newton's purported admission with prior related evidence.

Respondents rely upon the transcript and find it to be consistent with their recollections of what transpired at the hearing. In contrast, Hutson's allegation that the transcript was altered is made with no supporting evidence. Hutson relies solely upon his own recollection. Hutson thereby placed at issue: (a) his character and reputation for truth and veracity; and (b) the consistency of the admission Hutson attributed to Newton with other evidence concerning the facts at issue. A review of this evidence demonstrates not only that Hutson's claim is unsubstantiated, but that imposition of sanctions is appropriate for Hutson's misconduct.

IV. If there is any fraud, let it fall on Hutson.

The admission Hutson puts in Newton's mouth seeks to rearrange the order of events at the hearing. It is entirely inconsistent with Newton's arguments and their context.

A. The context of Newton's purported admission.

At the hearing, Hutson accused Respondents of participating in extrinsic fraud. He claimed he lost all his prior cases in his litigation with TLC due to Respondents' misconduct. (Tr. p. 26.)

He alleged that TLC's lawyers were the authors of this fraud. (Id. at p. 28.) The fraud caused Hutson to lose millions of dollars. (Id.) As alleged, Respondents knew of the fraud yet failed to report it. (Id. at 34ff.)

Hutson claimed that TLC's misconduct is set forth in a counterclaim filed in the Defamation Action. [1] (Tr. p. 28.) Relevant portions of this counterclaim, allegedly including 77 counts of fraud prepared by defense attorney Laura Paton, are quoted in Exhibit 1 of Hutson's "Ammended Cross Complaint," which was on filed August 26, 2020. A review of these allegations indicates that Hutson claimed fraud in his original 2010 Land Deal with TLC. They concern TLC's alleged misrepresentations concerning the profitability of the campground and Hutson's ability to develop the property. Many of these allegations had previously been asserted in the Ejectment Action. [2] Reed v. Big Water Resort, LLC, No. CV 2:14-1583-DCN-MGB, 2016 WL 7435620, at *14 (D.S.C. Apr. 5, 2016), report and recommendation adopted, No. 2:14-CV-01583-DCN, 2016 WL 2935891 (D.S.C. May 20, 2016). In particular, Hutson alleged that TLC wrongfully failed the disclose that the campground memberships granted lifetime use rights to the members. (Hutson "Ammended Cross Complaint" filed Aug. 26, 2020, Exh. 1, p. 14 of 25, ¶ 66.)

Hutson cited an e-mail from Newton dated August 13, 2018 as evidence that Respondents knew of TLC's fraud. (Tr. pp. 31-32; Hutson "Ammended Cross Complaint," Exh. 3.) Newton's e-mail concerns the impact of the campground memberships on Hutson's ability to develop the property and the implications of TLC's alleged knowledge of same when the 2012 Settlement Agreement and Consent Order were entered into. (See Exhs. E and F to Penn-America's Motion

[1] TLC Holdings, LLC v. Hutson, Civ. Action No. 2015-CP-14-00615 (Clarendon County Comm. Pl. filed Dec. 7, 2015).

[2] TLC Holdings, LLC v. M.B. Hudson a/k/a M.B. Hutson, Civ. Action No. 2011-CP-14-00602 (Clarendon County Comm. Pl. filed Dec. 14, 2011).

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to Strike Hutson's Answer, filed Sept. 28, 2020.) Hutson referred to an expert, Mark Hardee, to substantiate his position. (Tr. p. 59.)

In rebuttal, Newton first stated that he alone had any dealings with Hutson prior to the resolution of TLC's claims against Hutson. (Tr. p. 64.) Newton then proceeded to the substance of Hutson's allegations. (Id.) It is this statement that Hutson claims was altered.

Newton's subsequent arguments are inconsistent with intent to admit fault. Newton called attention to the fact that Penn-America was not notified of the ongoing Big Water Resort litigation until after Judge James issued his Order in the Ejectment Action. (Id. at 64.) Hutson's counterclaims against TLC were dismissed in the Class Action and the Defamation Action upon a finding that Hutson's fraud allegations against TLC all related to the original Land Deal and were therefore barred by *res judicata*. (Id. at 65-66.) Newton contended that after the trial in the Defamation Action, Hutson threatened to sue Penn-America and presented Newton with what he claimed was new evidence. This included the Affidavit of Mark Hardee that Hutson used in his Malpractice Action against his former attorney, Paul Weissenstein, and certain memos. [3] (Id. at 66-67.) These materials appeared to raise, for the first time, the issue that Hutson could never develop any of the property in the Land Deal without violating the campground members' lifetime use rights. (Id. at 66-67; Newton Resp. in support of Mot. to Dism., filed Oct. 9, 2020, p. 4.)

The expert affidavit Hutson gave Newton opines that TLC misled Hutson regarding the implications of the campground memberships on Hutson's ability to get clear title for his development. (Newton Resp. to Addendum filed Oct. 14, 2020, Exh. 17, pp. 2-3.) Hardee's expert

[3] Hutson attached the Affidavit of Mark Hardee as Exhibit 4 to his "Ammended Cross Complaint" filed on August 26, 2020. Newton filed a complete copy of the Affidavit with other materials that Hutson gave him as Exhibit 17 to his Response to Hutson's Addendum of Law, filed October 14, 2020. The memos Hutson sent to Newton were filed as Exhibit V, also attached to Newton's October 14, 2020 filing.

affidavit also opined that Hutson was unaware of the effect of his inability to develop the property when he entered into the 2012 Settlement Agreement with its conditional release. (Id. at p. 3.) Attached to the affidavit was a copy of a plat depicting Hutson's proposed development on the campground property. (Id. at p. Bates labeled Hardee_059.) This expert affidavit was signed on August 8, 2018. (Id. at p. 4.) A few days later, Hutson presented these materials to Newton. (See Exh. V to Newton Resp. to Addendum filed Oct. 14, 2020.) Newton's e-mail provided evidence from the trial in the Defamation Action that appeared to corroborate Hutson's account.

B. Hutson's prior testimony reflects upon his credibility and allegations of fraud.

Despite Hutson's claims that Respondents prevented his cases from being heard, substantial discovery has been conducted and several hearings have been held in prior cases regarding Hutson's fraud claims. A deposition Hutson gave in the Class Action a few months before Penn-America was notified of the Big Water Resort litigation examined Hutson's credibility and his fraud claims. It provides a baseline for what was known to Hutson prior to the tender to Penn-America. Hutson's testimony in the trial of the Defamation Action also examines Hutson's credibility and fraud claims, and it demonstrates the extent to which Hutson's goose was cooked prior to any involvement of Respondents. This evidence tends to support the accuracy of the transcript of the hearing in this case and to undermine Hutson's claim it was altered.

C. The date of first notice to Respondents.

Approximately a year and a half after Hutson entered into the 2012 Settlement Agreement and Consent Order that contained the conditional release in favor of TLC, Penn-America issued its relevant policy to BWR, Inc. (Policy declarations and cancellation, attached as **Exh. 26**.) This commercial general liability (CGL) policy does not apply to business disputes involving economic loss. Auto-Owners Ins. Co. v. Carl Brazell Builders, Inc., 356 S.C. 156, 159, 588 S.E.2d 112, 113

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(2003). TLC (not Hutson) tendered Hutson's defense to Penn-America when it filed the Defamation Action, TLC's first potentially covered claim. (Tender letter dated December 17, 2015, attached as **Exh. 27**.) Penn-America retained Newton's firm as coverage counsel thereafter in 2016. Hutson has never presented any evidence of notice to any Respondent prior to that time.

D. Evidence presented in the Ejectment Action

Respondents obtained the court file from the 2011 Ejectment Action during the litigation of the 2018 Bad Faith Action. (Newton Mot. to Dism. filed Sept. 15, 2020, Exh. 2, p. 23.) Documents in that court file reflect upon Hutson's truthfulness and his fraud allegations.

1. Evidence concerning Hutson's truthfulness

In an affidavit, one of TLC's principals expressed concern regarding Hutson's background. (Id.) Specifically:

- Hutson told TLC his surname was "Hudson" to prevent TLC from obtaining Hutson's background information. (Id., Exh. LL, p. Bates labeled EJECT_000237.);
- After TLC learned Hutson's true name, TLC learned from public records that Hutson has "a history of arrests, criminal warrants, and public complaints related to his business practices." (Id.);
- Public records indicate that "Hutson had been an interstate fugitive from Georgia, extradited from the State of Florida, and had been involved in real estate or business transactions in Tennessee and Georgia for which other parties had filed or posted complaints about his conduct." (Id. at pp. EJECT_000276, ¶¶ 12-13.)

This affidavit was filed in the Ejectment Action in February 2012. It pre-dated the 2012 Settlement Agreement and the inception of Penn-America's policy.

2. Evidence concerning alleged fraud

Hutson also submitted an affidavit in the Ejectment Action. (Aff. of Hutson, attached as **Exh. 28**.) This affidavit contains Hutson's own account of his dispute with TLC as of March 4, 2014, shortly before the hearing before Judge James.

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- Hutson admitted he purchased all membership interest in Big Water Resort, LLC, which operated the campground business, when he entered into the 2010 Land Deal. (Exh. 28: Hutson Aff., ¶ 3.);

- Hutson claimed he learned after entering into the Land Deal of certain "obstacles," one of which was the lifetime memberships. (Id. at ¶¶ 6-7.) Hutson testified under oath that he was able to work his way through these "problems" only by "(a) substantially reducing the number of employees at the Resort and (b) reducing the number of memberships by increasing costs at the Resort, which outraged the members." (Id. at ¶ 7.);

- Hutson averred that TLC knew about the "membership obstacle" prior to December 2010 but failed to disclose it to Hutson. (Id. at ¶ 9.)

- Hutson blamed TLC for failing to provide a letter of approval for Hutson's proposed development on the campground pursuant to the 2012 Settlement Agreement, thus leading to Hutson's breach of it. (Id. at ¶ 13.)

Judge James' Order finding Hutson breached the Settlement Agreement and thereby released TLC was filed on March 21, 2014. (Pl. Mot. for Inj. filed Aug. 10, 2020, Exh. A.) Judge James specifically found that Hutson's Affidavit had no reasonable factual basis. (Id. at p. 8, ¶ 7.) This occurred nearly two years prior to notice to Respondents of the ongoing litigation.

E. Hutson's deposition testimony in the Class Action.

By the time Penn-America was notified of the litigation, TLC's claims against Hutson in the Class Action had been pending for approximately a year and a half. (Answer and Third-Party Compl., filed June 5, 2014, attached as **Exh. 29**.) TLC's claim was for equitable indemnity based upon allegations Hutson mismanaged the campground. (Id. at pp. 9-12.) Hutson's former defense attorney, Matthew D. Hamrick, was relieved as counsel effective March 26, 2015. (Order, attached as **Exh. 30**.)

During the intervening period while Hutson was *pro se* as to all claims, he gave a deposition in the Class Action. (Dep. of Hutson dated May 18, 2015, attached as **Exh. 31**.) The transcript reflects that none of the Respondents were present at this deposition. (Id. at pp. 1-2.) Although

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all of the testimony is not relevant here, the entire transcript is attached due to Hutson's claims that Respondents have concealed evidence.

1. Evidence regarding Hutson's credibility

The following evidence from the May 18, 2015 deposition reflects upon Hutson's credibility and truthfulness:

- Hutson misrepresented his surname to TLC as "Hudson" when he entered into the Land Deal. (Exh. 31: Hutson Dep., pp. 11-13, 93-94, 96-97 and Exh. 104.)
- He misrepresented his identity because of "the Web site." [4] (Id. at pp. 13, 93-94.);
- Hutson has two convictions in California for writing fraudulent checks. (Id. at pp. 98-99, 114.);
- Hutson has five (5) judgments against him in Georgia. (Id. at 99.);
- Hutson's mug shot is or was available online from an arrest in Florida. (Id. at 103-04 and Exh. 112.)
- Due to the judgments and his bad credit, Hutson entered into a dubious straw transaction to obtain access to a credit card swiping machine. (Id. at 134-39.);
- Hutson failed to pay the lawyer who represented him in the Land Deal transaction. (Id. at pp. 99-103 and Exh. 111.);
- Hutson was questioned extensively about his financial mismanagement of the campground. He admitted he was living out of the campground bank accounts. (Id. at 218.).

2. Evidence regarding Hutson's fraud allegations

Hutson testified to the following regarding the alleged fraud against him:

- By November 2010, Hutson knew the Land Deal property was a campground. (Exh. 31: Hutson Dep., p. 38.);

[4] Several complaints about Hutson are or were accessible online through a website called "The Ripoff Report." (Website printouts, p. 8, attached as **Exh. 32**.) Hutson was questioned during the deposition about one of these complaints—a 2008 complaint about Hutson and his associate, Delilah. (Compare Exh. 31: Hutson Dep., p. 115.) Curiously, this complaint, like the instant case, alleges a proposal by Hutson involving (a) a shady land deal; (b) a lease, and (c) a "lifetime" use contract. (Exh. 32: Website printouts, p. 8.)

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- In December 2010, Hutson knew the campground memberships existed, although he denied having seen one of them. (Id. at 29.);

- Hutson told TLC in December 2010 that he planned to shut down the campground and develop the property instead. (Id. at 311-12.);

- Hutson had a lot of conversations with an attorney, Bill Coffey, and his realtor, Renee Roark, about whether his proposed development was possible or legal. (Id. at 26.);

- Hutson claimed he never assumed responsibility for the campground memberships. (Id. at 30 and Exh. 109.) However, he was impeached with an addendum to the Membership Interest Purchase Agreement. (Id. at pp. 30-33 and Exhs. 105 and 106.) Hutson then changed his story and claimed he never saw a membership agreement until he moved onto the property. (Id. at 33-34.) After multiple attempts to weasel out, Hutson finally admitted he assumed responsibility for the campground memberships when he purchased Big Water Resort, LLC by entering into the Membership Interest Purchase Agreement. (Id. at pp. 40-43, 76-77.);

- Hutson was represented by counsel in the Land Deal, Andrew Tucker. (Id. at pp. 45-48.);

- Hutson admitted that he and Tucker reviewed the campground membership agreements before closing, and they missed the fact that they were lifetime memberships. (Id. at 56, 78-79.);

- Hutson admitted he was obligated to honor the lifetime campground memberships after he entered into the Land Deal with TLC. (Id. at 120.)

From this testimony, as compared with Hutson's Affidavit in the Ejectment Action, the following inferences arise:

- Hutson may have perjured himself in his Affidavit by false representing to Judge (now Justice) James that he was not told about the campground memberships prior to his entering into the Land Deal; and

- Hutson breached his duties to the campground members by siphoning funds, firing staff, and attempting to force the members out so he could develop the property.

3. Evidence regarding Hutson's claimed injury

Hutson has repeatedly claimed in court filings in this action that he lost millions of dollars due to Respondents' actions. These representations appear to be false:

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- Hutson admitted he was "dead broke" when he entered into the Land Deal. (Exh. 31: Dep. of Hutson, p. 24.; [5]

- Hutson failed to file tax returns for around 15 years prior to the deposition. (Id. at 21.)

- Hutson was living out of the campground bank account, which means he lost that revenue stream when he was evicted in early 2014, well before Penn-America was notified of the Big Water Resort litigation.

F. Hutson's testimony at trial in the Defamation Action

The trial of the Defamation Action was held the week of January 22 to 26, 2018. (Excerpts from the trial transcript are attached as **Exhibit 33**.) The trial testimony of the two realtors was filed as **Exhibit HH** in the Bad Faith Action. They testified in relevant part to the following:

Renee Roark

- Hutson was her client for the Land Deal. (Exh. HH, p. 396.);

- Hutson used a false name ("Hudson") when he entered into the Land Deal. (Id. at 408-09.);

- Hutson knew about the lifetime memberships on November 10, 2010. (Exh. HH, p. 393.);

- On November 11, 2010, Hutson asked an attorney, Bill Coffey, about the lifetime memberships and their effect on Hutson's ability to get clear title. (Id. at pp. 396-98 and Exh. 14.). Hutson expressed concern that the lifetime memberships might create red flags on the title and asked how to get around them. (Id. at 422-23.) Hutson was opposed to a deal that included the lifetime memberships. (Id. at 434-35.);

- Roark discussed the lifetime memberships with Hutson and provided him with information she received on the subject. (Id. at 399, 401.);

- Susan Stroman represented TLC in the Land Deal. (Id. at 421.);

- Stroman suggested the possibilities of moving or shrinking the campground. (Id. at 398-400 and Exh. 41.);

- Stroman provided a copy of her campground membership to Coffey so Hutson could review it. (Id. at 409-11.);

[5] (Hutson had previously made this admission in his Rule 2004 Examination during his bankruptcy proceeding. **Exh. 35**: Hutson Bankruptcy Dep., p. 136, 634-35.)

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- Hutson planned to move the campground across the street so he could develop condominiums on the waterfront. (Id. at 413-14, 419-20 and Exh. 42.).

Susan Stroman

- Stroman understood that Coffey was Hutson's lawyer in the Land Deal. (Exh. HH: p. 441)

- Stroman acknowledged suggesting the possibilities of moving or shrinking the campground to Hutson. (Id. at pp. 451-59 and Exh. 41.)

- On redirect, Stroman admitted that her suggestions regarding moving or shrinking the campground did not come from TLC. (Id. at 459-60.)

M.B. Hutson

Hutson testified to the following at trial:

- Hutson admitted he used a false name when he entered into the Land Deal. (Exh. 33: Hutson trial testimony, p. 678.) He admitted he did this because of online complaints about him only when he was impeached with his deposition testimony. (Id. at 678-82.);

- Hutson admitted he was "flat broke" when he entered into the Land Deal. (Id. at 683, 687.);

- The Land Deal property consists of approximately 108 acres total. The campground is on approximately 38 acres on the waterfront. Around 76 acres of undeveloped property is across the street. (Id. at 613, 620.);

- Hutson's plan was to shrink or move the campground. (Id. at pp. 614-18, 623, 627.);

- Hutson walked the property with Roark on Thanksgiving Day in 2010. (Id. at p. 621.);

- He understood that he was taking responsibility for the lifetime campground memberships when he entered into the Land Deal. (Id. at 635-36.). He admitted he undertook both a legal and a moral obligation to the campground members through the Land Deal. (Id. at 653, 663-64.);

- Hutson became the owner of Big Water Resort, LLC, thus assuming duties to the campground members. (Id. at 628-29.);

- Hutson admitted he knew about the campground memberships after reviewing them with Tucker, but he claimed this occurred after closing in 2011. (Id. at 670.) He was then impeached with his deposition testimony on this point. (Id. at 670-73.);

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- Hutson testified that shortly after he moved onto the campground (*i.e.*, January 2011), many campground members requested a meeting in which they expressed complaints about the way the campground was being run. (Id. at 641-42, 673.);
- Nevertheless, Hutson proceeded to retire campground staff. (Id. at 633-34.);
- Hutson admitted he lived out of the campground bank account. (Id. at 688-89.);
- Hutson admitted he breached the 2012 Settlement Agreement. (Id. at 691.);
- Hutson admitted he released TLC through the 2012 Consent Order. (Id. at 652.) He claimed it was fraudulent but offered no evidence to support that claim. (Id.);
- Hutson reluctantly admitted his counterclaims against TLC were dismissed and that Judge Norton imposed sanctions against him. (Id. at pp. 695-98.).

Bonnie Youmans

The testimony of Bonnie Youmans was referenced in Newton's August 13, 2018 e-mail. (See Hutson's "Ammended Cross Complaint" filed Exh. Aug. 26, 2020, Exh. 3, ¶ 14.) Her deposition testimony was read into the record at trial. She was a campground member. (**Exh. 34**: Youmans trial and dep. excerpts, p. 6.) Youmans' deposition testimony was that she thought the entire property was part of the campground. (Id. at 64.)

G. Recently discovered documents from the Weissenstein Action

The following relevant documents were recently made available online through the Record on Appeal in the Weissenstein action:

On November 9, 2015, Hutson wrote Weissenstein, the attorney who represented Hutson in the 2012 Settlement Agreement, threatening to sue Weissenstein for failing to recognize the effect of the campground memberships. (**Exh. 36**: Hutson letter.) Hutson claimed Weissenstein's negligence prevented Hutson from obtaining clear title to support his proposed development on the property. (Id.) This letter demonstrates that Hutson knew why his Land Deal project failed before Penn-America was notified of the litigation.

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On October 18, 2018, Hutson filed his response to Weissenstein's motion for summary judgment. **(Exh. 37**: Pl's Resp.) This filing, which was made before Hutson filed the Bad Faith Action, demonstrates Hutson's full awareness that his counterclaims against TLC were lost due to the *res judicata* effect of Judge James' ruling upon the 2012 Settlement Agreement. This is inconsistent with Hutson's repeated assertions in court filings and at the hearing that Respondents caused him to lose all his cases.

H. Evidence of malice

In his 2015 deposition in the Class Action, Hutson was asked about a document entitled "Class Action" that surfaced in Hutson's bankruptcy proceeding. (Exh. 31: Dep. of Hutson, p. 229 and Exh. 122.) This document falsely represents that Hutson never assumed responsibility for the campground memberships. (Id., Exh. 122, ¶ E.) A review of the document indicates it was designed to incite litigation by the campground members against TLC. Hutson refused to confirm or deny that he gave this document to the attorney who brought the Class Action against TLC, Bill Padgett. (Id. at 232.) Hutson also refused to confirm that he told TLC that he would not give this document to Padgett if TLC settled with Hutson. (Id. at pp. 233, 236.). [6]

TLC's Defamation Action against Hutson was based in part upon the "Class Action" outline. (**Exh. 38**: Amended Complaint, ¶ 20.) Hutson admitted at trial in the Defamation Action that he gave the document to Padgett. (Exh. 33: Hutson trial testimony, p. 665.) Hutson met with Padgett after he sent the postcard to the campground members that led to the Defamation Action. (Exh. 31: Dep. of Hutson, p. 237.)

In like manner, Hutson supplied evidence to Newton that Hutson knew or should have known was false. Hutson somehow obtained an expert affidavit opining that Hutson was not

[6] Hutson's proposal to TLC was made on the record. (Exh. 35: Bankruptcy dep. pp. 47-58.)

informed about the campground memberships and their effect on title prior to his entering into the Land Deal. (Newton Resp. to Addendum filed Oct. 14, 2020, Exh. 17.) Hutson also misrepresented to Newton he had recently discovered evidence that all of the Land Deal property was subject to the campground memberships. (Id., Newton Exh. V: pp. EXH_V_00005, ¶ 8, -17, -22 ¶ A.) Hutson's misrepresentations induced Newton to provide the August 13, 2018 e-mail in order to avoid litigation. Instead, Hutson used it to initiate more litigation.

The only evidence known to Respondents that supports Hutson's claim that all of the Land Deal property was part of the campground is Youmans' testimony at trial. (Exh. 34.) That testimony does not conclusively prove fraud because it does not establish what TLC or Hutson knew when they entered into the 2012 Settlement Agreement.

The only other lead to potentially relevant evidence is Hutson's testimony that one of the campground members told him the 75 acres across the street was supposed to be developed into a water park. (See Exh. 31: Hutson dep., p. 64.) Hutson listed this as an example of fraud in his Class Action memorandum that he gave to Padgett. (Id., Exh. 122, ¶ J.) This testimony is not competent evidence because against TLC it is hearsay. Perhaps Hutson could find the campground member who told him that a decade ago and obtain sworn testimony to that effect. But it may only create a bigger problem for Hutson.

Hutson testified that his meeting with the angry campground members occurred shortly after closing in January 2011. (Id. at 58.) Hutson listed several camper concerns, and he was given additional time to think of more. (Id. at 63.) Hutson brought up the water park issue when he continued his list. (Id. at 64.) Hutson subsequently testified that the meeting lasted three hours. (Id. at 65.) This appears to indicate that all of the above occurred at the same meeting. (See also Exh. 33: Hutson trial testimony, pp. 641-42, 673 (referencing this meeting).) Thus, Hutson's own

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testimony appears to admit that he knew all campground property was undevelopable before he entered into the 2012 Settlement Agreement. [7]

Based upon this evidence, the arguments in Newton's August 13, 2018 e-mail apply to Hutson instead of TLC. Hutson admitted he assumed a legal and moral obligation to the campground members through the Land Deal. (Exh. 33: Hutson trial testimony, pp. 653, 663-64.) If Hutson had reason to believe the campground members' rights could be affected by the 2012 Settlement Agreement, it was Hutson's duty to bring that fact to the court's attention. Thus, Hutson's claims of extrinsic fraud implicate himself. Not only that, Hutson's lack of candor has led to five (5) subsequent lawsuits: (1) the Class Action, (2) the Defamation Action, (3) the Weissenstein Action, (4) the Bad Faith Action, and (6) this instant action.

Request for Sanctions

Newton filed a large number of documents in conjunction with this request. The reason is simple: Hutson has blamed the court reporter in an attempt to pin an admission on Newton that has no basis in fact whatsoever. He is simply trying to "rewrite the script" and to scapegoat Newton for Hutson's own mistakes and misconduct.

In light of the above, Hutson's allegation that the hearing transcript was fraudulently altered is absurd. Hutson relies solely on his credibility in making this accusation, and there is abundant evidence that Hutson lacks credibility. He has frequently equivocated on key facts, and perhaps has committed outright perjury. His allegations concerning Respondents are profoundly inconsistent with the voluminous documentary evidence. The admission Hutson seeks to impose on Newton is at best self-serving, and at worst an outright lie.

[7] Hutson also mentioned the promise of a water park several times in his bankruptcy deposition. (Exh. 35: Bankr. Dep. pp. 37-41, 56, 471-72.)

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The core question at the heart of Hutson's decade of litigation over fraud in the Big Water Resort deal is what Hutson knew, and when he knew it. Rather than come clean on that one key question, Hutson has accused everyone involved, in any tangential way, of fraud. The fact that Hutson has now broadened his accusations to include judges and a court reporter demonstrates just how brazen Hutson is in his subterfuge. Hutson is unlikely to discontinue his course of misconduct until punitive sanctions are imposed.

Rule 11, SCRCP, prohibits court filings made without good grounds to support them, and provides for sanctions for violating the Rule. Sanctions are also authorized by the South Carolina Frivolous Proceedings Act, S.C. Code Ann. §§ 15-36-10 to 15-36-50. This Court has inherent authority to punish and deter contempt of court. State v. Havelka, 285 S.C. 388, 330 S.E.2d 288 (1985). Contemptuous behavior is conduct that tends to bring the authority and administration of the law into disrespect. Stone v. Reddix-Smalls, 295 S.C. 514, 516, 369 S.E.2d 840, 840 (1988). Litigants have been held in contempt for retorts challenging the judge's authority and making disparaging comments on the judge's professionalism. Id. at 516-17, 369 S.E.2d at 840-41. Precedent exists for sanctioning Hutson's misconduct. Reed v. Big Water Resort, LLC, 2017 WL 4480195 (D.S.C. filed Oct. 6, 2017). Hutson's misconduct in this case is more egregious than the misconduct for which he was sanctioned in the Class Action. Therefore, Newton respectfully requests that this Court impose appropriate sanctions on Hutson for the costs of defending this motion and to punish and deter him from continuing in this course of conduct.

CONCLUSION

Hutson has no grounds for recklessly accusing Respondents and Varnadoe of perpetrating fraud upon this Court by fraudulently altering the transcript. Newton's statements were made in open court. Hutson has presented false and defamatory information to this Court and refused to

retract it when under a duty to do so. Accordingly, Newton requests that this Court deny Hutson's motion and impose appropriate sanctions.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

s/John M. Grantland

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February 12, 2021
Columbia, SC

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Exhibit 23

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-400-6344

Appellate Case # 2019-001488

RECEIVED
Dec 29 2020
SC Court of Appeals

MB Hutson/ MB Hudson — Appellant.

v.

Penn America Insurance Company, Global Indemnity Group, Inc., Timothy J. Newton, Esq. and J.R. Murphy, Esq., John Doe #1 and John Doe #2 — Respondents.

APPELLATE'S RESPONSE TO RESPONDENTS' RETURN TO APPELLANT'S MOTION TO AMEND HIS DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL AND APPELLANT'S DECEMBER 22, 2020 LETTER TO THE COURT

Comes now the Appellant that states the following:

1. Respondents' cite the following:

A Pro Se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law--City of Columbia vs. ASSA'Ad-Faltas, 420 S.C. 28, 49, 800 S.E. 2d 783, 793

(2017)--"No one, rich or poor, is entitled to abuse the judicial process".

--Childs v. Miller 713 F. 3D 1262, 1265 (10th Cir. 2013).

2. Appellant states that he does not wish to be Pro SE. Contrary to Respondents' assertion, being Pro Se was not Appellant's choice, nor his election. Appellant had been intentionally defrauded, tricked, scammed, railroaded and guided by these Respondents down to be slaughtered, and, in fact, Appellate was financially slaughtered. These Respondents fully recognized the existing fraud upon the Court perpetrated by TLC Holdings, LLC and their attorneys who had sued this Appellant. TLC Holdings' attorneys also fully understood the situation and that this Appellant did not understand this fraud perpetrated against him. The TLC Holdings' attorneys prosecuted a lawsuit against this Appellant the they knew that 1) this Appellant was unaware of the fraud upon the court and 2) Appellant's Insurance Companies were cooperating with TLC Holdings' attorneys in maintaining the concealments via these Respondents (attorneys) agreeing *not to acknowledge or report the Extrinsic Fraud* -- knowing full well that with the shroud of the undisclosed Extrinsic Fraud upon the Court, this Appellant could *never have his case heard* in court and was thereby doomed to lose all cases. These Respondents --via not disclosing the Extrinsic Fraud upon the Courts—co-joined with the existing Extrinsic Fraud Upon the Court and proceeded to conspire with the TLC Holdings' attorneys instead of reporting it, as required by law. This Appellant has clearly laid this out, and is now indigent and has no way to regain any financial future due to the intentional conspiracy perpetrated by all these attorneys. *THEREFORE, this Appellant has had no other choice than to becoming a Pro SE, now fighting for his life.* The extrinsic fraud upon the courts and fraud upon the Appellant still continues. All damages all directly caused by these Respondents' pretense to represent Appellant while fully knowing that until the Extrinsic Fraud Upon the Court was reported, fully disclosed and removed (which was a responsibility of the Respondents since Appellant was their insured) the fraudulently concealed facts would continue. All the Respondents fully comprehended that Appellant would be financially destroyed as a result of their collusion with the

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perpetrators and their failing to execute their duty to expose the Fraud upon the Courts as Officers of the Court. Nevertheless, *they choose not to report the Fraud Upon the Court for their own personal and business reasons,* leaving their insured, this Appellant, unrepresented in the truest sense and vulnerable to total indigency.

3. This "Return to Appellant's Motion to Amend his Designation of Matter proves that these "Officers of the Court" who represent(ed) Penn America Insurance Company and Global Indemnity have violated some forty-seven rules of law including the South Carolina Rules of Professional Conduct, including (but not limited to) --grossly violating their oath, Rule 407 required prior to even practicing law. Respondents fight ceaselessly, as if they are totally innocent. All Respondents operate without honesty to the extent that Respondent, Tim Newton, Esq., actually told Appellant twice that "I am praying for you" while orchestrating a farce to appear that he was actively assuring proper representation for this Appellant in Court, but was actually secretly conspiring and orchestrating the assurity that this Appellant could never win anything in court due to the Extrinsic Fraud Upon the Court which he was diligently conspiring to keep concealed. These Respondents are less than animals with no conscience for another's human life.

4. Appellant readily admits that he is not a skilled, licensed attorney who fully understands the law. Appellant *is, however, a victim* (at age 76) of skilled, licensed, Officers of the Court....

5. Christian Stegmaier, Esq. who represents Penn America and Global Indemnity in this case, was caught lying—in open court--, to a criminal case Judge, about this Appellant in an attempt to dis-credit him. Appellant is more than willing to produce the concrete evidence via transcript of his intentional lie. Respondent Tim Newton who also formerly represented Penn America and Global Indemnity recently stood up before the same judge and stated the following: "Your Honor, anything pertaining to Extrinsic Fraud, let it fall on me". He then points to himself. This is the same Respondent who swore he new nothing about Extrinsic Fraud! Why would any officer of the Court offer

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to take responsibility for such a criminal action if not already guilty and making an attempt to protect others?

6. Appellant again begs for understanding and remand this case to a jury. All the papers laying out the extrinsic fraud upon the court and pretense to represent Appellant (the insured) is laid out clearly through all submitted documents and filings.

7. Last but not less, Appellant reminds the Honorable Court that the Affidavit prepared by one of TLC's attorneys, Tom Harper, hides the truth for at that time Appellant had no idea that Harper and other attorneys for TLC Holdings, LLC were creating the underlying Extrinsic Fraud against this Appellant. Harper prepared the papers for TLC Holdings, LLC were the 22M dollars placed upon Appellant was totally and completely hidden. Appellant plans to file a Federal Court suit against TLC's attorneys as soon as feasible.

Appellant PRAYS that the Honorable Court sees through this extrinsic fraud upon the court and fraud upon Appellant by sending this case to a jury. Appellant pleads for this justice and that opportunity. Without that opportunity, Appellant has no hope for justice, nor recovery. Dear God, I sincerely pray that this Honorable Appeals Courts has the courage to award justice...even if it means bringing down Officers of their own Court.

Signed this 27th of December 2020:

M B Hutson, Pro Se
Post Office Box 2755
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CERTIFICATE OF SERVICE

I, the undersigned, Pro Se Appellant M. B. Hutson, do hereby certify that I have this date served:

APPELLATE'S RESPONSE TO RESPONDENTS' RETURN TO APPELLANT'S MOTION TO AMEND HIS DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL AND APPELLANT'S DECEMBER 22, 2020 LETTER TO THE COURT

via electronic mail, addressed to Respondents and/counsel as follows:

Respondents Penn America Ins. Co. & Global Indemnity, through their attorneys:

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and

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TIMOTHY J. NEWTON, ESQ., Pro Se
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Dated: December 27, 2020

Signed: _____

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Exhibit 24

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Appellate Case No. 2019-001488

MB Hutson/MB Hudson, ... Appellant,

v.

Penn America Insurance Company,
Global Indemnity Group, Inc.,
Timothy J. Newton, Esq., J.R. Murphy, Esq.,
John Doe #1, John Doe #2, ... Respondents.

RESPONDENTS' MOTION FOR INJUNCTIVE RELIEF

Respondents Penn America Insurance Company and Global Indemnity Group, Inc. ("PAIC"), Timothy J. Newton ("Newton"), and J.R. Murphy ("Murphy") (collectively "Respondents") submit the following Motion for Injunctive Relief pursuant to Rule 269, SCACR, and the inherent authority of this Court. Specifically, Respondents request that this Court direct Appellant to refrain from continuing to make argumentative, unsubstantiated, and defamatory comments in motions and correspondence to the Court, and to warn him that continuation of his pattern of misconduct could result in a sanctions order against him.

Appellant Morris Beach Hutson a/k/a MB Hutson/MB Hudson ("Hutson") is aware of the judicial privilege because it was a key defense in prior related litigation. (See Exh. A: Def's Mot.

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for JNOV and for New Trial, TLC Holdings, LLC *et al.* v. M.B. Hutson a/k/a M.B. Hudson, Civ. Action No. 2015-CP-14-00615 (filed Feb. 5, 2018).) Hutson, through counsel, argued that defamatory statements relating to a judicial proceeding are not actionable, regardless of whether the defendant acted in good faith, acted with malice, or any other circumstance. (Id. at p. 2 (citing Hainer v. American Med. Intern, Inc., 328 S.C. 128, 135, 492 S.E.2d 103, 106 (1997), and several other cases).) Hutson, as the defendant, was present at the trial. Hutson is also aware that court filings are publicly available online.

Armed with this knowledge, Hutson takes every opportunity to inject defamatory material into documents he files with courts. Each time he does this, it generates additional litigation. Respondents feel compelled to respond because Hutson's slurs are in the public record. Respondents respectfully request this Court to order Hutson to cease and desist from his scheme of abusing Respondents through the judicial process.

Hutson, in a relentless onslaught, maligns Respondents and their counsel as dishonest and accuses them of fraud in nearly every document he files. Yet he appealed from rulings adverse to his allegation that Respondents knew of fraud upon the court committed by third parties and failed to satisfy a duty (as envisioned by Hutson) to report it. After the initial briefing was closed, Hutson filed motions seeking to add a claim that Respondents are actively committing fraud upon the Court. This Court denied Hutson's motion.

Respondents also filed motions to strike certain scurrilous statements from Hutson's briefs. This Court denied Respondents' motions.

Since the initial briefs have been filed, Hutson's sole right and duty in this appeal has been to file and serve the Record on Appeal. The Rules of Appellate Procedure do not allow substantive arguments without leave of court after the initial briefs have been filed. (See Rule 211, SCACR.)

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Nevertheless, Hutson continued making defamatory allegations in this appeal and threatening Respondents in correspondence. PAIC filed a separate action in circuit court seeking an injunction prohibiting Hutson from continuing to file litigation against Respondents related to this matter. On December 9, 2020, Judge Robert E. Hood granted both PAIC's motion for temporary injunction, as well as PAIC's motions to strike. (See Exhs. B and D to Resp'ts Return to Appellant's Mot. to Amend his Designation of Matter, filed Dec. 23, 2020.)

In PAIC's action, Hutson filed cross-claims against Newton and Murphy alleging, among other things, that they were actively committing fraud upon the court. Judge Hood also granted Newton and Murphy's dispositive motion. (See id., at Exh. C.) Judge Hood specifically found that Newton and Murphy were not committing fraud upon the court. (Id. at Exh. C, p. 7.)

Judge Hood further denied Hutson's motion for temporary injunction, which asked the lower court to direct the counter-defendant and third-party defendants to admit their alleged knowledge of extrinsic fraud. (See id., at Exh. D.)

Hutson recently filed an appeal from several of Judge Hood's orders. (Appellate Case number 2020-001708.)

After Judge Hood's orders were filed, Hutson continued his vendetta of defamation and harassment against Respondents in this Court. Hutson filed a letter to the Clerk of Court of the Court of Appeals on December 22, 2020, which is filled with grandstanding and mischaracterization. (Exh. B: Hutson Letter, filed Dec. 22, 2020.) Hutson improperly made substantive arguments about the evidence and his damages. He claims to be "fighting for his life" despite the fact that he is the party prosecuting this litigation and launching the continuous barrage of epithets. (See id.). He portrays the court rulings as being based on technicalities due to

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"professional ploys," when in fact his substantive evidence has been presented and heard by two judges. (See id.) Hutson closed with a malicious smear:

> The court should notice that these skilled Respondents have done their best to make me look as disreputable as possible to prevent my [sic] being sent to a jury. A jury will recognize the indisputable ploys, misrepresentations and fraud upon the court, and then, at long last, justice will be accomplished. For reasons like these, private citizens in our country have been unable to trust their insurers' attorneys.

(Id.) Hutson's comments are entirely inappropriate. They are out of order procedurally, being addressed to the Clerk without authorization under the rules governing appellate practice. Hutson's letter is not responsive to any actions by Respondents other than to their requiring him to file a compliant Record on Appeal. Respondents obviously strongly disagree as to the substance of Hutson's comments and object to his attempt to "poison the well" with court personnel.

The next day, on December 23, 2020, Hutson served and attempted to file a document entitled, "Appellate's Response to Respondents' Motion for an Order."[1] (Exh. C: Hutson Response to Respondent's Motion, dated Dec. 23, 2020.) In this document, Hutson falsely claims that "Respondents have been known to misrepresent and commit fraud upon the court, as well as fraud in general." (Id.) He baselessly misrepresents that "two of the Respondents have lied to a criminal judge just a few weeks ago." (Id.) Hutson argued that he should not be required to "perform to" what he characterizes as Respondent's "private requirements" in serving the Record on Appeal, claiming that Respondents have fought and lied to and about him. (Id.)

[1] Respondents received this filing through an e-mail from Cynthia Exum, sent through Adobe Acrobat. One of the recipients listed in the Adobe Document Cloud is ctapfilings@sccourts.org (apparently misspelled), no stamped copy was received back from the Court and the filing does not currently appear on the South Carolina Appellate Case Management System.

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Contrary to Hutson's assertion, Respondents merely expect Hutson to comply with what this Court has already ordered him to do. This Court's directive, granting Respondents' motion "in its entirety," is set forth in its November 30, 2020 Order:

> Appellant shall serve and file a record on appeal that complies with the South Carolina Appellate Court Rules. The record must contain consecutively numbered pages, an index, and every page of all matters designated by the parties. The record may not include any matters not designated by the parties or first presented to the lower court.

Respondents attempted to work with Hutson to finalize the Record, but instead he ran to this Court and publicly accused Respondents of dishonesty.

On December 29, 2020, Hutson filed what purports to be a reply memorandum in support of his motion to amend his Designation of Matter. (Exh. D: Appellant's Reply to Return to Motion to Amended Designation, filed Dec. 29, 2020.) This filing could scarcely be more defamatory and contains gross misstatements of fact. Hutson ignored the issue at hand—Hutson's request to amend his Designation—and instead improperly aired his grievances about the merits of his appeal. It is devoid of legal authority except for two cases regarding the duties of *pro se* litigants, which were merely repeated from Respondent's Return. (See id.) His factual assertions lack any evidentiary support and contravene the findings of the trial court. Hutson again blamed Respondents for the results of prior cases with which they had no involvement whatsoever, speculating they are involved in a nebulous conspiracy.

Hutson engaged in egregious name-calling. He not only repeatedly accused Respondents of conspiracy, fraud and dishonesty; he called them "less than animals with no conscience for another's human life." (Id.) Hutson suggested that counsel for Respondents PAIC have "violated forty-seven rules of law including the South Carolina Rules of Professional Conduct" and the attorney's oath. (Id.) He assailed the impartiality of this Court and invoked religious prejudice:

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"Dear God, I sincerely pray that this Honorable Appeals Court has the courage to award justice…even if it means bringing down Officers of their own Court."

Hutson's reply insinuated that Newton admitted he committed extrinsic fraud before Judge Hood. The transcript, which Hutson has just ordered, will reflect that Newton argued that Hutson has no claim against the other two attorneys who appeared at the hearing because they were not involved in Hutson's prior litigation with TLC Holdings, LLC, in which Hutson claims he was defrauded. Newton was not admitting the knowledge or commission of any fraud. Rather, he was explaining that there was no manner in which Hutson's allegations could possibly involve the other attorneys at Murphy & Grantland or any attorneys at Collins & Lacy. It was grossly inappropriate for Hutson to twist Newton's words into a purported admission, and to inject them into the public record in this appeal.

Hutson also accused PAIC's current counsel, Christian Stegmaier, of being "caught lying" in open court. Though not entirely clear, it appears that Hutson took issue with Stegmaier's comments to the Court regarding Hutson's September 14, 2020 claim that the then-pending motions were set for a hearing on September 22 and that a judge had been assigned. When our office contacted the Clerk, we were informed no such assignment had been made and we would receive an e-mail notice upon scheduling. Stegmaier cited this occurrence as another example of Hutson's dishonesty and gamesmanship. Following the hearing, Hutson forwarded the trial court and counsel a series of e-mails between Hutson and Athena Borer regarding his request that the injunction matters be set for a hearing. The e-mails provided, to which Stegmaier was not a party, do not reflect that a hearing was ever previously scheduled; rather, Hutson unilaterally requested that a hearing be set on the 22nd or 23rd of September and asked who the judge would be if one of those dates was assigned. (Exh. E: Hutson E-mails with Circuit Court Clerk.) Thus, contrary to

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Hutson's intention to catch Stegmaier in a lie, Hutson's e-mails reflect that Hutson's representations to counsel that a motions hearing was set for September 22 and that a judge was assigned were false.

These examples sufficiently demonstrate Hutson's proclivity for prevarication. His filing ignores the relevant issue—his request to amend his Designation of Matter—and instead wages a ruthless *ad hominem* campaign of personal attacks upon the character of Respondents and their counsel. This Court has authority to stop this misconduct.

Rule 269 of the South Carolina Appellate Court Rules empowers this court to impose sanctions for frivolous motions and returns. Sanctions may also be imposed for noncompliance with the Appellate Court Rules. Id.

Courts also have inherent authority to maintain order and to impose silence, respect, and decorum in their proceedings. Chambers v. NASCO, Inc., 501 U.S. 32, 43 (1991). Courts have discretion to fashion an appropriate sanction for misconduct that abuses the judicial system. Id. at 44-45. A court's inherent authority to do all things reasonably necessary to the administration of justice in the case before it includes jurisdiction to issue injunctions. State-Record Co., Inc. v. State, 332 S.C. 346, 349, 504 S.E.2d 592, 593 (1998). Appellate courts have an ancient equitable power to enjoin vexatious litigation. Matter of Hartford Textile Corp., 681 F.2d 895, 897 (2nd Cir. 1982) ("The time has come to exercise that power and bring this litigious charade to a halt."), cert. denied, 459 U.S. 1206, 103 S.Ct. 1195 (Feb. 22, 1983).

The Supreme Court of South Carolina has held that repetitive and frivolous filings can warrant the imposition of a filing fee and a requirement of an affidavit certifying a good faith belief of meritoriousness prior to any future filings. In re Maxton, 325 S.C. 3, 478 S.E.2d 679 (1996); Richardson v. Stewart, 386 S.C. 282, 688 S.E.2d 124 (2010). Frivolous and repetitive court filings

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are considered abusive when they waste the court's time and interfere with the fair administration of justice. See id.

In other jurisdictions, courts hold that use of the legal system as a tool for harassment will not be tolerated. Sassower v. Signorelli, 99 A.D. 2d 358, 358-59, 472 N.Y.S.2d 702 (N.Y. App. Div. 1984). When "a litigant is abusing the judicial process by hagriding individuals solely out of ill will or spite, equity may enjoin such vexatious litigation." Id. at 359 (collecting cases).

Besides mere voluminosity, the malicious content of court filings can support injunctive relief. "The fact that one appears *pro se* is not a license to abuse the process of the court and to use it without restraint as a weapon of harassment and libelous bombardment." Spremo v. Babchik, 155 Misc. 2d 796, 803, 589 N.Y.S. 2d 1019, 1024 (N.Y. Sup. Ct. 1992). "When it becomes clear that the courts are being used as a vehicle for harassment by a knowledgeable and articulate experienced *pro se* litigant, the issuance of an injunction is warranted." Id. (citations omitted); see also Martin-Trigona v. Capital Cities/ABC, Inc., 145 Misc. 2d 405, 410, 546 N.Y.S.2d 910, 913 (N.Y. Sup. Ct. 1989) (holding that knowing, willful, and wrongful misconduct by an experienced *pro se* litigant warrants a severe sanction).

Courts have authority to order litigants to cease and desist from using correspondence and filings as a vehicle for defamation. Correspondence containing irrelevant content that "attempts to prejudice the mind of the court by statements, conclusions, and alleged facts" may be prohibited. McAllister v. McAllister, 95 N.J. Super. 426, 430, 231 A.2d 394, 396 (N.J. Super. 1967). "A defendant may not defy the court and hurl gross accusations and insolence under the guise of freedom of speech." Id. at 435, 231 A.2d at 398. Repetitious motions and court filings containing insulting and abusive slurs have been enjoined. Heritage Hills Fellowship v. Plouff, 555 F. Supp. 1290, 1298-99 (E.D. Mich. 1983).

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Respondents recognize that courts are sympathetic to the rights of *pro se* litigants. Heritage Hills, 555 F. Supp. At 1298. However, *pro se* litigants have no greater rights than their attorneys would have. McAllister, 95 N.J. Super. At 439, 231 A.2d at 400. Misconduct that would be reprehensible for an attorney and that would subject an attorney to disciplinary action supports a finding of contempt of court by a *pro se* litigant. Id. Counsel opposing *pro se* litigants have been instructed to "remain vigilant to assure that the court's latitude does not evolve into something more damaging." Richard L. Weber, No Greater Rights, N.Y. State Bar Journal, p. 11, 13 (July/Aug. 2007).

Respondents' character is not at issue in this appeal. The sole issue on appeal is whether Judge Nettles properly granted Respondents' dispositive motions. Moreover, character evidence is not generally admissible to prove conduct. Rule 404, SCRE. Irrelevant and prejudicial evidence is generally excluded. Rule 403, SCRE. Courts do not entertain suspicions of conspiracies that do not exist. See Muka v. N.Y. State Bar Ass'n, 120 Misc. 2d 897, 905, 466 N.Y.S. 2d 891 (N.Y. Sup. Ct. 1983). As an experienced *pro se* litigant, Hutson should know this.

The above recitation reflects that Hutson has demonstrated a pattern of unrelenting, repetitive, unwarranted, and malicious abuse of Respondents and of the judicial system. Now two trial judges have heard Hutson's arguments and found no merit to his charges of fraud committed by Respondents. The filing of the Record on Appeal in this matter is currently on hold because of Hutson's insistence on including in it improper arguments and materials relating to his allegations of fraud and refusal to include all material designated by Respondents.

Respondents recognize that Hutson has a right to appeal. However, he has no right to engage in grandstanding and to continually attempt to scandalize Respondents with gratuitous defamatory comments in correspondence and court filings. Unless and until this Court sets a

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hearing for oral arguments in this appeal, the time for arguing the merits of the instant appeal is past. Hutson will have an opportunity to brief the merits of his other appeal in due course.

Therefore, Respondents hereby request that this Court order Hutson to confine his subsequent communications to the Court to proper motions practice and requisite filings, and to refrain from disparagement, mischaracterization, and personal attacks against Respondents and their counsel. Respondents also request that Hutson be ordered to refrain from impugning the impartiality of this Court with insinuations that justice can only be served by a ruling in his favor. Respondents further request that this Court warn Hutson that future misconduct will not be tolerated and that continuation of it may subject him to sanctions, up to and including dismissal of his appeal and imposition of an award of Respondents' attorney's fees and costs in defending this litigation.

[SIGNATURE PAGE TO FOLLOW]

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Respectfully submitted,

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RESPONDENTS' MOTION FOR INJUNCTIVE RELIEF

Columbia, South Carolina
January 13, 2021

1436

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CERTIFICATE OF SERVICE

I, the undersigned, attorney for Respondents Penn America Insurance Company and Global Indemnity Group, Inc., do hereby certify that I have this date served the foregoing

RESPONDENTS' MOTION FOR INJUNCTIVE RELIEF

by causing the same to be deposited in a United States Postal Service mailbox, postage prepaid, and via electronic mail, addressed to the following:

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Dated: January 13, 2021

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Exhibit A

ELECTRONICALLY FILED - 2021-Feb-05 8:56 AM - CLARENDON - COMMON PLEAS - CASE#2020CP1400615

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CLARENDON	)	CASE NO.: 2015-CP-14-0615
	)	
TLC HOLDINGS, LLC, RICHARD CLARK, AND JIMMY S. LOVELL,	)	
	)	
Plaintiffs,	)	**DEFENDANT'S MOTION FOR JUDGMENT NOTWITHSTANDING THE VERDICT AND MOTION FOR NEW TRIAL**
	)	
vs.	)	
	)	
M.B. HUTSON A/K/A M.B HUDSON,	)	
	)	
Defendant.	)	

Following the jury trial and verdict rendered in this matter on Friday, 26 January 2018, defendant hereby moves pursuant to Rule 50(b) of the South Carolina Rules of Civil Procedure for judgment notwithstanding the verdict and moves pursuant to Rule 59(a) for a new trial. Specifically, the Rule 50 motion is based on two of the grounds raised by defendant in its motions for a directed verdict at the close of the plaintiff's evidence and at the close of all of the evidence: (1) plaintiffs' claims are barred as a matter of law by the absolute privilege doctrine in South Carolina defamation cases, and (2) plaintiffs' damages are barred by plaintiffs' own evidence that the damaged entity was Big Water Resort, LLC, which is not the plaintiff in this matter. The grounds for a new trial are that (1) plaintiffs damages are barred by their own evidence that the damaged entity was Big Water Resort, LLC, which is not a plaintiff in this matter; (2) plaintiffs' evidence of lost business income and value was speculative; and (3) the trial court erred in instructing the jury as to the common law defense of justification, which was not asserted by defendant.

1. **Plaintiffs' claims are barred in their entirety as a matter of law by the**

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absolute privilege doctrine in South Carolina.

In South Carolina, statements that relate to a judicial proceeding, **including preliminary steps taken prior to filing a lawsuit**, enjoy an absolute privilege. *Crowell v. Herring*, 301 S.C. 424, 430, 392 S.E.2d 464, 467 (Ct. App. 1990). Other jurisdictions are in accord.[1]

Absolutely privileged statements are not actionable in defamation regardless of whether defendant acted in good faith, acted with malice, or any other circumstance. *Hainer v. American Med. Intern, Inc.*, 328 S.C. 128, 135, 492 S.E.2d 103, 106 (1997); *see also Richardson v. McGill*, 273 S.C. 142, 145, 255 S.E.2d 341, 342, (1979); *see also Fulton v. Atlantic Coast Line R.R. Co.*, 220 S.C. 287, 296, 67 S.E.2d 425, 429 (1951); *see also Bell v. Bank of Abbeville*, 208 S.C. 490, 493, 38 S.E.2d 641, 642 (S.C. 1946); *see also Pond Place Partners, Inc. v. Poole*, 351 S.C. 1, 22, 567 S.E.2d 881, 892 (Ct. App. 2002); *Wright v. Sparrow*, 298 S.C. 469, 473, 381 S.E.2d 503, 506 (Ct. App. 1989); *see also Johnson v. Independent Life & Acci. Ins. Co.*, 94 F. Supp. 959, 961 (D.S.C. 1951).

In *Crowell v. Herring*, cited above, a Veterans of Foreign Wars ("VFW") commander was acquitted in a court martial proceeding charging him with improperly receiving funds from video machines at the VFW owned by Hoyt's Music Company ("Hoyt's). *Crowell*, 301 S.C. at 428-29, 392 S.E.2d at 466. Following his acquittal, the commander sued VFW investigators and

[1] *See Harris v. NCNB Nat'l Bank of North Carolina*, 85 N.C. App. 669, 355 S.E.2d 838 (1987); *see also Samson Investment Co. v. Chevaillier*, 1999 OK 19, 988 P.2d 327 (1999); *see also Lerette v. Dean Witter Organization, Inc.*, 60 Cal. App. 3d 573, 131 Cal.Rptr. 592 (2d Dist. 1976); *see also Club Valencia Homeowners Ass'n v. Valencia Assoc.*, 712 P.2d 1024 (Colo. App. 1985); *see also Irwin v. Cohen*, 40 Conn. Supp. 259, 490 A.2d 552 (1985); *see also Libco Corp. v. Adams*, 100 Ill. App. 3d 314, 55 Ill. Dec. 805, 426 N.E.2d 1130 (1981); *see also Sriberg v. Raymond*, 370 Mass. 105, 345 N.E.2d 882 (1976); *see also Johnston v. Cartwright*, 355 F.2d 32 (8th Cir. 1966) (applying Iowa law); *see also Richeson v. Kessler*, 73 Idaho 548, 255 P.2d 707 (1953); *see also Bull v. McCuskey*, 96 Nev. 706, 615 P.2d 957 (1980); *see also Penny v. Sherman*, 101 N.M. 517, 684 P.2d 1182, cert. denied, 101 N.M. 555, 685 P.2d 963 (1984); *see also Cummings v. Kirby*, 216 Neb. 314, 343 N.W.2d 747 (1984).

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several Hoyt's representatives for slander, libel, and malicious prosecution stemming from statements made at the court martial proceedings, during the official investigation, and prior to the investigation. *Crowell,* 301 S.C. at 426, 392 S.E.2d at 465. The trial court granted defendants' motion for summary judgment on all plaintiff's claims for slander and libel. *Id.* Plaintiff appealed.

On appeal, the court first held that statements made during the court martial proceedings were absolutely privileged. *Crowell,* 301 S.C. at 430, 392 S.E.2d at 467. Next, the court held that statements made by VFW investigators during their depositions were absolutely privileged. *Crowell,* 301 S.C. at 431, 392 S.E.2d at 467. The court then held that statements made by VFW investigators during their investigation, prior to the court martial proceedings, were also absolutely privileged. *Id.* The court likened the investigation to a prosecutor interviewing witnesses and preparing a case. *Id.* Accordingly, these statements were absolutely privileged because they were preliminary steps that bore a reasonable relation to a contemplated proceeding. *Id.*

Finally, the court addressed an allegedly defamatory affidavit authored by a Hoyt's representative and given to a VFW trustee. *Crowell,* 301 S.C. at 431, 392 S.E.2d at 467-68. The affidavit alleged that the plaintiff improperly received payments from Hoyt's. *Crowell,* 301 S.C. at 429, 392 S.E.2d at 466. This affidavit was drafted long before any litigation commenced and prior to the initiation of any official investigation. *Crowell,* 301 S.C. at 429, 392 S.E.2d at 466. In fact, this statement led to the official VFW investigation which, in turn, led to the court martial proceeding. *See Crowell,* 301 S.C. at 428, 392 S.E.2d at 466. The court held that the pre-investigation statement made by an eventual witness was absolutely privileged as a preliminary

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statement relating to the commencement of a formal proceeding. *Crowell,* 301 S.C. at 432, 392 S.E.2d at 468.

The court was persuaded by the New Jersey Supreme Court's holding in *Rainier's Dairies v. Raritan Valley Farms*, 19 N.J. 552, 117 A.2d 889 (1955). *Crowell,* 301 S.C. at 431, 392 S.E.2d at 468. That case involved citizens making allegedly defamatory statements in petitions to the Office of Milk Industry encouraging them to investigate a possible price fixing scheme. *See Crowell,* 301 S.C. at 432, 392 S.E.2d at 468. The *Crowell* court noted that the "New Jersey Supreme Court held the petitions to investigate were absolutely privileged even though the statements were unsolicited and given prior to the institution of a formal investigation or proceeding." *Id.*

Furthermore, the *Crowell* court found that its holding protected a vital interest, worthy of absolute privilege as a matter of policy. The court opined that "[t]he threat of a civil action in slander or libel would undoubtedly have a chilling effect on those tempted to initiate legitimate investigations or inquiries into others' supposed wrongdoings." *Id.*

The Federal District Court in South Carolina has ruled in accordance with *Crowell* and taken a similar view regarding the absolute judicial privilege. In *Woodward v. Weiss*, the court held that statements made prior to the commencement of civil litigation were absolutely protected by the judicial privilege. *Woodward v. Weiss*, 932 F. Supp. 723, 728 (D.S.C. 1996).

Woodward involved a medical doctor suing another medical doctor for libel stemming from statements made in a report. *Woodward*, 932 F. Supp. at 725. Defendant was hired by an insurance company to evaluate the treatments and diagnoses rendered by plaintiff to three insurance claimants. *Woodward,* 932 F. Supp. at 724-25. In his report to the insurance company,

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defendant charged that plaintiff had excessively treated the claimants and that his opinions were not supported by the records, and plaintiff filed a claim for defamation. *Woodward,* 932 F. Supp. at 725.

The district court recognized that South Carolina law affords statements "rendered as a preliminary step to a judicial proceeding which [bear] a reasonable relation to litigation" an absolute privilege. *Woodward,* 932 F. Supp. at 727. The court quoted the Restatement for the proposition that "The privilege **also protects [the witness] while engaged in private conferences with an attorney at law with reference to proposed litigation**, either civil or criminal." *Id* (quoting Restatement (Second) of Torts § 588, Comment (b) (1977) (emphasis added)).

The court held that defendant's pre-litigation statements were absolutely privileged. *Woodward,* 932 F. Supp. at 727. The court reasoned that defendant's report could possibly have been used as an exhibit in theoretical future litigation. *Id.* Likewise, defendant could possibly have been called as a witness in any such litigation. *Id.* The court even went so far as to hold that the reports were absolutely privileged irrespective of whether a judicial proceeding ever actually commenced. *Woodward*, 932 F. Supp. at 728. The district court, like the court of appeals in *Crowell*, was influenced by the public policy consideration that people should be permitted to investigate and discuss a matter that resulted in injury prior to the commencement of legal action without fear of a possible defamation lawsuit. *Id.*

In the case at bar, the alleged acts of defamation by defendant were strikingly similar to those of the Hoyt's representative, which were absolutely privileged. In this case, plaintiffs sought to prove two acts of defamation: (1) the postcard of December 2013 and (2) oral and

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written communications by defendant Hutson to class action plaintiff's lawyer Bill Padget during the spring of 2014, following the postcard. The postcard was addressed to present and former members of the Big Water Resort campground and informed them that they (and he) had been scammed by TLC. The postcard suggested that they all band together and initiate a class action against TLC for this scam, and indicated that defendant had already contacted an attorney about it. Following the postcard, defendant referred campground members to Mr. Padget, who agreed to represent them.

As a part of his investigation into his clients' case, Mr. Padget interviewed Mr. Hutson and received a three page summary from him entitled "Class Action" which outlined what defendant believed to be the wrongful acts of TLC in furtherance of their scam. Mr. Padget testified that his communications with defendant and the documents he received from defendant were critical to his decision to bring the class action, which was ultimately settled by TLC for approximately $1.8 million by TLC. The defendant here, according to Mr. Padget's testimony, was a critical witness in that class action,

Both instances of defamation described above were pre-litigation, pre-investigation writings. Both were offered by an eventual witness accusing another of wrongdoing. Still more, both led to an investigation and, eventually, to a judicial proceeding against the subjects of those writings. In effect, both statements are examples of a whistleblower sounding an alarm.

Moreover, defendant's statements to class action plaintiff's attorney Bill Padget, including the documents provided, were comparable to the doctor's statements in *Woodward,* which were also absolutely privileged. Both were pre-litigation statements containing accusations and supporting facts that were likely to be used in future litigation. Defendant's

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communications to Mr. Padget satisfy the key factors analyzed by the *Woodward* court. The record is uncontroverted that these allegedly defamatory statements were made by defendant during Mr. Padget's investigation. Mr. Padget also testified that he viewed defendant as a key witness to his case.

Plaintiffs argue that this case is distinguishable from *Crowell* because these statements were not made by investigators as a part of an official investigation. In *Crowell*, however, the court of appeals held that a pre-investigation affidavit made by an eventual witness to future litigation was absolutely privileged. The affidavit of the Hoyt representative was neither authored by investigators nor made during the course of an official investigation. Thus, *Crowell* is not distinguishable; it is directly on point.

Crowell and *Woodward* both held that pre-litigation statements bearing a reasonable relation to future litigation are absolutely privileged. Here, the postcards resulted in the campers seeking advice and representation from Mr. Padget, and both the campers and defendant did file lawsuits against plaintiffs. The testimony at trial demonstrates that Mr. Padget filed a class action on behalf of many campers in federal court. Moreover, the testimony shows that defendant, upon learning that he would not qualify as a member of the class, filed his own claims against plaintiffs.

Plaintiffs argue that defendant had no reason to make communications regarding a lawsuit in which he would not participate as a party. Similarly, plaintiffs argue defendant acted in bad faith and did not, in good faith, contemplate commencing a legal action. South Carolina law, however, is clear on this point: such considerations are improper and irrelevant to the issue of absolute privilege. *Hainer*, 328 S.C. at 135, 492 S.E.2d at 106 ("When a communication is

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absolutely privileged, no action lies for its publication, **no matter what the circumstances under which it is published, i.e., an action will not lie even if the report is made with malice.**") (emphasis added); *see also Richardson*, 273 S.C. at 145, 255 S.E.2d at 342 ("Privileged communications in the law of libel and slander are either absolute or qualified. When the communication is absolutely privileged, no action will lie for its publication, **no matter what the circumstances under which it is published**. When qualified, however, the plaintiff may recover if he shows that it was actuated by malice.") (quoting *Bell*, 208 S.C. at 493, 38 S.E.2d at 642) (emphasis added)); *see also Fulton*, 220 S.C. at 296, 67 S.E.2d at 429 ("Under [an absolute privilege] there is no liability, **even though the defamatory words are falsely and maliciously published.**") (emphasis added); *see also Pond Place*, 351 S.C. at 22, 567 S.E.2d at 892 ("When a communication is absolutely privileged, no action lies for its publication, **no matter what the circumstances under which it is published, i.e., an action will not lie even if the report is made with malice.**") (quotation omitted) (emphasis added); *see also Wright,* 298 S.C. at 473, 381 S.E.2d at 506 ("If the communication is absolutely privileged no action will exist for its publication **no matter what the circumstances under which it is published.** If a privilege is qualified, a plaintiff may recover if he shows the publication was actuated by malice.") (emphasis added); *see also Johnson*, 94 F. Supp. at 961 ("An absolutely privileged communication is one in respect of which . . . no remedy can be had in a civil action . . . **even though it may have been made maliciously.**") (quotation omitted) (emphasis added).

Moreover, Defendant's statements reasonably relate to the class action. It is for the court to determine whether a defamatory statement is relevant to a legal proceeding, with all doubts being resolved in favor of relevancy. *McKesson & Robbins v. Newsome*, 206 S.C. 269, 275, 33

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S.E.2d 585, 587 (1945); *See also Texas Co. v. C. W. Brewer & Co.*, 180 S.C. 325, 327, 185 S.E. 623, 624 (1936). The evidence here easily satisfies this low standard. The essence of the post card, in fact, is that it proposes a class action. Defendant's statements made allegations and recited detailed facts central to the eventual class action lawsuit and to defendant's own claims. Moreover, plaintiffs claim that their defamation damages include the settlement and fees from the class action lawsuit. Thus, plaintiffs concede that the statements made by defendant relate to the eventual litigation; their own claim is that the class action was caused by defendant's statements.

Crowell is controlling here, and *Woodward* is instructive. Those cases are not materially distinguishable from this case. Both demonstrate that defendant is entitled to judgment as a matter of law because his communications bore a reasonable relation to eventual litigation. Refusing to grant defendant's motion would, as South Carolina courts have suggested, chill speech from those who seek to turn to litigation to redress injury done to them by others. Thus, this motion for judgment notwithstanding the verdict should be granted, and judgment should be entered in favor of defendant.

2. <u>Plaintiffs' damages are barred by plaintiffs' own evidence that the damaged entity, if any, was Big Water Resort, LLC, which was not a plaintiff in this case.</u>

Plaintiff Richard Clark testified that, but for the defendant's allegedly defamatory postcard, he and plaintiff Steve Lovell could have restarted the Big Water Resort Campground in 2014, generated over a million dollars a year in profit for six straight years, and then sold the campground business for a profit of $6 million in 2019. Thus, according to Mr. Clark, Big Water Resort LLC lost $12 million. This testimony was in stark contrast to the plaintiffs' own

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evidence that Big Water Resort, LLC, lost money every year between 2003 and 2010 (except one) when the plaintiffs last ran the campground prior to 2014. The problem with this testimony is that Big Water Resort, LLC was not the plaintiff and was no longer owned by plaintiffs Richard Clark and Steve Lovell after they sold that entity to defendant in 2010.

Because of the plaintiff's own testimony, the trial court erred in refusing to direct a verdict on the issue of the alleged lost business profits incurred by the plaintiffs. Defendant is further entitled to a new trial on this issue of damages.

In addition, defendant is entitled to a new trial based on the trial court's refusal to exclude the speculative testimony described herein. Over defendant's repeated objection, the trial court allowed the above testimony. Under South Carolina law, "[p]roof of lost profits requires the plaintiff to prove (1) that it is reasonably certain that profits would have been realized but for the tort and (2) that such lost profits can be ascertained and measured from the evidence produced with reasonable certainty." Collins Music Co. v. Ingram, 292 S.C. 537, 541, 357 S.E2d 484, 486 (Ct. App. 1987). The proof "must pass the realm of conjecture, speculation, or opinion not founded on facts, and must consist of actual facts from which a reasonably accurate conclusion regarding the cause and the amount of the loss can be logically and rationally drawn." Drews Co. v. Ledwith-Wolf Associates, Inc., 296 S.C. 207, 213, 371 S.E. 2d 532, 536 (1988).

Plaintiff Clark's testimony regarding an alleged lost profit starting immediately upon his retaking of the campground business in 2014 is purely speculative. The facts are that the campground lost money every year except one from 2003 to 2010 when these plaintiffs were previously operating it. Mr. Clark's alleged lost profits (and concomitant lost value) were completely untethered to the actual facts presented to the jury. Thus, the Court erred in allowing

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this speculative lost profits/lost value testimony.

3. **Finally, defendant is entitled to a new trial based on the court's erroneously charging the jury in accordance with the plaintiff's requested jury charge number 8.**

This charge, based on the case of Leevy v. North Carolina Mutual Life Ins. Co., 184 S.C. 111, 191 S.E. 811(1937), is erroneously based on a case in which the defendant pursued the common law plea of justification. According to the Leevy court, "[i]f the defendant undertook to justify the slander and prove the truth of the statements, and failed because justification is unsupported by the evidence, it may be considered a circumstance of aggravation, and a continued and express malice, and may properly be considered by the jury in estimating the damages." Id. at 118, 191 S.E. at 814. This instruction is plain error because (1) if "justification" is the legal equivalent of the defense of truth, there was abundant evidence of justification in the case at bar (as opposed to "unsupported by the evidence"), and (2) plaintiffs explicitly withdrew their claim for punitive damages at the trial. This instruction inappropriately invited the jury to assess punitive damages when plaintiff had no claim for such damages.

WHEREFORE, defendant respectfully requests that this court enter judgment notwithstanding the verdict, in favor of defendant, and/or a new trial for the reasons set forth above.

This the 2nd day of February, 2018.

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MILLBERG GORDON STEWART PLLC

s/Frank J. Gordon
S.C. Bar No. 71769
Attorney for the Defendant
Millberg Gordon Stewart PLLC
1101 Haynes St., Ste. 104
Raleigh, NC 27604
919-836-0090
fgordon@mgsattorneys.com

Attorneys for defendant, M. B. Hutson.

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Exhibit B

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Dec 22 2020
SC Court of Appeals

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MB Hutson/MB Hudson

v.

Penn America Insurance Company, Global Indemnity Group, Inc. Inc.,
Timothy J. Newton, Esq., J. R. Murphy, John Doe #1, and John Doe #2

Appellate Case No. 2019-001488

Claim No. 16011284, C&L File No, 000774-01021

Dear Ms. Kitchings:

Appellant, Pro Se, MB Hutson, hereby assures the court this 22nd day of December, 2020, that he will have filed the Record of Appeal for the case cited above on or before the 29th day of this month, December, 2020.

As Appellant, Pro SE, I has submitted overwhelming evidence supporting my appeal to the Honorable Appeals Court and pray this court will remand this case for a jury trial. This is the first Record of Appeal that I have ever filed. I implore the court to forgive any minor mistakes on my part for I am fighting for my life. I have been extremely damaged by these Respondents, despite my age (76). I have submitted overwhelming evidence to substantiate my case, which this Honorable Court can see. Respondents' attempts to win, without the case being remanded to a jury, is merely to defeat me on technicalities, a professional ploy. Furthermore, they have thus far made me indigent in this process, resulting in me truly "fighting for my life."

The court should notice that these skilled Respondents have done their best to make me look as disreputable as possible to prevent my being sent to a jury. A jury will recognize the indisputable ploys, misrepresentations and fraud upon the court, and then, at long last, justice will be accomplished. For reasons like these, private citizens in our country have been unable to trust their insurers' attorneys.

Respectfully,

M B Hutson, Pro Se

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Exhibit C

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-400-6344

Appellate Case # 2019-001488

MB Hutson/ MB Hudson — Appellant.

v.

Penn America Insurance Company, Global Indemnity Group, Inc., Timothy J. Newton, Esq. and J.R. Murphy, Esq., John Doe #1 and John Doe #2 — Respondents.

APPELLATE'S RESPONSE TO RESPONDENTS' MOTION FOR AN ORDER

Comes now the Appellant who states the following;

1. Respondents have filed a motion asking that the Honorable Court issue an Order requiring the Appellant to produce his Record of Appeal according to their desires. Since the Respondents have been known to misrepresent and commit fraud upon the court, as well as fraud in general, and since two of the Respondents have lied to a criminal judge just a few weeks ago, Appellant does not trust the Respondents and can only rely upon the Honorable

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Appellant Court, should there be a few discrepancies, as this is the first Record of Appeal Appellant has done.

2. Appellant has revised his Record of Appeal as well as the Index. Appellant states that it would be improper for the Honorable Court to order the Appellant, who has been truly damaged by intentional measures by the Respondents, to be under order to perform to their private requirements since Respondents have fought and lied to and about the Appellant.

3. Therefore, Appellant asks that no order be executed by this Honorable Court against Appellant allowing Respondents to control and dictate to this damaged Appellant.

4. Appellant is a) working to complete his Revised R ecord of Appeal, and
   b) waiting for approval of his Motion for his amended Designation of Matter (filed Dec. 11, 2020: twelve days before this filing) which had reflected "Notes" asked by the Appellate Court to omit (which was done), in order to complete the revised Record on Appeal and file it.

December 23, 2020

M B Hutson, Pro Se
Post Office Box 2755
Orangeburg, South Carolina 29116-2755
(803) 308-2714

(Note on Service to Respondents on Next Page)

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APPELLATE'S RESPONSE TO RESPONDENTS' MOTION FOR AN ORDER

has been served electronically to all parties as listed below simultaneously with being e-filed to the Court of Appeals:

ctapfilings@sccourts.org

and Respondents:

Penn-America Ins. Co. and Global Indemnity c/o their attorneys of record:

cstegmaier@lacyandcollins.com & lbaer@lacyandcollins.com

and, also to:

tnewton@murphygrantland.com

jrmurphy@murphygrantland.com

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Exhibit D

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Case No. 2018-CP-400-6344

Appellate Case # 2019-001488

RECEIVED
Dec 29 2020
SC Court of Appeals

MB Hutson/ MB Hudson — Appellant.

v.

Penn America Insurance Company, Global Indemnity Group, Inc., Timothy J. Newton, Esq. and J.R. Murphy, Esq., John Doe #1 and John Doe #2 — Respondents.

APPELLATE'S RESPONSE TO RESPONDENTS' RETURN TO APPELLANT'S MOTION TO AMEND HIS DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL AND APPELLANT'S DECEMBER 22, 2020 LETTER TO THE COURT

Comes now the Appellant that states the following:

1. Respondents' cite the following:

A Pro Se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law--City of Columbia vs. ASSA'Ad-Faltas, 420 S.C. 28, 49, 800 S.E. 2d 783, 793

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(2017)--"No one, rich or poor, is entitled to abuse the judicial process".

--Childs v. Miller 713 F. 3D 1262, 1265 (10th Cir. 2013).

2. Appellant states that he does not wish to be Pro SE. Contrary to Respondents' assertion, being Pro Se was not Appellant's choice, nor his election. Appellant had been intentionally defrauded, tricked, scammed, railroaded and guided by these Respondents down to be slaughtered, and, in fact, Appellate was financially slaughtered. These Respondents fully recognized the existing fraud upon the Court perpetrated by TLC Holdings, LLC and their attorneys who had sued this Appellant. TLC Holdings' attorneys also fully understood the situation and that this Appellant did not understand this fraud perpetrated against him. The TLC Holdings' attorneys prosecuted a lawsuit against this Appellant the they knew that 1) this Appellant was unaware of the fraud upon the court and 2) Appellant's Insurance Companies were cooperating with TLC Holdings' attorneys in maintaining the concealments via these Respondents (attorneys) agreeing *not to acknowledge or report the Extrinsic Fraud* -- knowing full well that with the shroud of the undisclosed Extrinsic Fraud upon the Court, this Appellant could *never have his case heard* in court and was thereby doomed to lose all cases. These Respondents --via not disclosing the Extrinsic Fraud upon the Courts—co-joined with the existing Extrinsic Fraud Upon the Court and proceeded to conspire with the TLC Holdings' attorneys instead of reporting it, as required by law. This Appellant has clearly laid this out, and is now indigent and has no way to regain any financial future due to the intentional conspiracy perpetrated by all these attorneys. *THEREFORE, this Appellant has had no other choice than to becoming a Pro SE, now fighting for his life.* The extrinsic fraud upon the courts and fraud upon the Appellant still continues. All damages all directly caused by these Respondents' pretense to represent Appellant while fully knowing that until the Extrinsic Fraud Upon the Court was reported, fully disclosed and removed (which was a responsibility of the Respondents since Appellant was their insured) the fraudulently concealed facts would continue. All the Respondents fully comprehended that Appellant would be financially destroyed as a result of their collusion with the

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perpetrators and their failing to execute their duty to expose the Fraud upon the Courts as Officers of the Court. Nevertheless, *they choose not to report the Fraud Upon the Court for their own personal and business reasons,* leaving their insured, this Appellant, unrepresented in the truest sense and vulnerable to total indigency.

3. This "Return to Appellant's Motion to Amend his Designation of Matter proves that these "Officers of the Court" who represent(ed) Penn America Insurance Company and Global Indemnity have violated some forty-seven rules of law including the South Carolina Rules of Professional Conduct, including (but not limited to) --grossly violating their oath, Rule 407 required prior to even practicing law. Respondents fight ceaselessly, as if they are totally innocent. All Respondents operate without honesty to the extent that Respondent, Tim Newton, Esq., actually told Appellant twice that "I am praying for you" while orchestrating a farce to appear that he was actively assuring proper representation for this Appellant in Court, but was actually secretly conspiring and orchestrating the assurity that this Appellant could never win anything in court due to the Extrinsic Fraud Upon the Court which he was diligently conspiring to keep concealed. These Respondents are less than animals with no conscience for another's human life.

4. Appellant readily admits that he is not a skilled, licensed attorney who fully understands the law. Appellant *is, however, a victim* (at age 76) of skilled, licensed, Officers of the Court....

5. Christian Stegmaier, Esq. who represents Penn America and Global Indemnity in this case, was caught lying—in open court--, to a criminal case Judge, about this Appellant in an attempt to dis-credit him. Appellant is more than willing to produce the concrete evidence via transcript of his intentional lie. Respondent Tim Newton who also formerly represented Penn America and Global Indemnity recently stood up before the same judge and stated the following: "Your Honor, anything pertaining to Extrinsic Fraud, let it fall on me". He then points to himself. This is the same Respondent who swore he new nothing about Extrinsic Fraud! Why would any officer of the Court offer

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to take responsibility for such a criminal action if not already guilty and making an attempt to protect others?

6. Appellant again begs for understanding and remand this case to a jury. All the papers laying out the extrinsic fraud upon the court and pretense to represent Appellant (the insured) is laid out clearly through all submitted documents and filings.

7. Last but not less, Appellant reminds the Honorable Court that the Affidavit prepared by one of TLC's attorneys, Tom Harper, hides the truth for at that time Appellant had no idea that Harper and other attorneys for TLC Holdings, LLC were creating the underlying Extrinsic Fraud against this Appellant. Harper prepared the papers for TLC Holdings, LLC were the 22M dollars placed upon Appellant was totally and completely hidden. Appellant plans to file a Federal Court suit against TLC's attorneys as soon as feasible.

Appellant PRAYS that the Honorable Court sees through this extrinsic fraud upon the court and fraud upon Appellant by sending this case to a jury. Appellant pleads for this justice and that opportunity. Without that opportunity, Appellant has no hope for justice, nor recovery. Dear God, I sincerely pray that this Honorable Appeals Courts has the courage to award justice...even if it means bringing down Officers of their own Court.

Signed this 27th of December 2020:

M B Hutson, Pro Se
Post Office Box 2755
Orangeburg, South Carolina 29116-2755
(803) 308-2714

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Dec 29 2020
SC Court of Appeals

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CERTIFICATE OF SERVICE

I, the undersigned, Pro Se Appellant M. B. Hutson, do hereby certify that I have this date served:

APPELLATE'S RESPONSE TO RESPONDENTS' RETURN TO APPELLANT'S MOTION TO AMEND HIS DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL AND APPELLANT'S DECEMBER 22, 2020 LETTER TO THE COURT

via electronic mail, addressed to Respondents and/counsel as follows:

Respondents Penn America Ins. Co. & Global Indemnity, through their attorneys:

CHRISTIAN STEGMAIER
S.C. Bar No. 101076
at: cstegmaier@collinsandlacy.com

LAURA R. BAER
S.C. Bar No. 68648
at: lbaer@collinsandlacy.com

and

JOHN R. MURPHY, ESQ., Pro Se
S.C. Bar No. 7941
at: jrmurphy@murphygrantland.com

TIMOTHY J. NEWTON, ESQ., Pro Se
S.C. Bar No. 71640
at: tnewton@murphygrantland.com

Dated: December 27, 2020

Signed: _____

MB Hutson, Pro Se
Post Office Box 2755
Orangeburg, SC 29116-2755
(803) 308 - 2714

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Exhibit E

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Tim J. Newton

From: Mr. H <hmr226621@gmail.com>
Sent: Friday, October 16, 2020 1:27 PM
To: Christian Penn Amer; Tim J. Newton
Cc: Rhoodsc@sccourts.org
Subject: Fwd: Correspondence of Hutson to/from Athena re date

---------- Forwarded message ----------
From: **Mr. H** <hmr226621@gmail.com>
Date: Friday, October 16, 2020
Subject: Correspondence of Hutson to/from Athena re date
To: Rhoodsc@sccourts.org

To the Honorable Judge Hood:

Below is a copy of my correspondence to Athena/clerk which I promised yesterday in court to send you.

---------- Forwarded message ----------
From: **ATHENA BORER** <BORER.ATHENA@richlandcountysc.gov>
Date: Thursday, September 17, 2020
Subject: Good morning to Miss bright eyes, I have a question;
To: "Mr. H" <hmr226621@gmail.com>

Good morning Mr. Hutson,

I am so sorry about this. I had to move some cases around so this got moved to the week of October 12. I am not sure what day of the week as of yet. The court will also be resuming normal day to day court operations, so this will be an in person hearing.

I will let you know as soon as possible as to which day this will take place. Again, I am sorry for the confusion.

Athena

Athena M Borer

Common Pleas Motion Coordinator

1464

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Richland County Clerk of Court

1701 Main Street

Columbia, SC 29201

Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

From: Mr. H <hmr226621@gmail.com>
Sent: Wednesday, September 16, 2020 5:04 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Re: Good morning to Miss bright eyes, I have a question;

Athena, I have not heard anything about my injunction hearing or the cross complaint hearing. What happen? I mentioned to Penn America's attorney about you setting up a 22 day for the hearing and now he thinks that I lied to him. Are we still on for the 22 of this month????? Hutson

On Thursday, September 3, 2020, ATHENA BORER <BORER.ATHENA@richlandcountysc.gov> wrote:

Mr. Hutson,

Judge Jocelyn Newman will be presiding over Motions for that week.

Let me know if you have any other questions. I am happy to help.

Athena

Athena M Borer

Common Pleas Motion Coordinator

Richland County Clerk of Court

1701 Main Street

1465

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Columbia, SC 29201

Borer.Athena@richlandcountysc.gov

P 803-576-3372 F 803-576-1785

From: Mr. H <hmr226621@gmail.com>
Sent: Thursday, September 3, 2020 5:06 PM
To: ATHENA BORER <BORER.ATHENA@richlandcountysc.gov>
Subject: Good morning to Miss bright eyes, I have a question;

As of now, do you know who the judge will be that hears this injunction? If so, please give me his name. Thanking you in advance. Also, I ask that you not extend anymore time than the 22 or 23 of this month for the hearing. I think the other side might try to drag this injunction issue out. Be safe young lady.

MB Hutson. Case number 2020 cp 400 3810

--
Hutsen
803-308-2714

--
Hutsen
803-308-2714

Total Control Panel Login

To: tnewton@murphygrantland.com Remove this sender from my allow list
From: hmr226621@gmail.com

You received this message because the sender is on your allow list.

1466

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IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Michael G. Nettles, Circuit Court Judge

Appellate Case No. 2019-001488

MB Hutson/MB Hudson, ...Appellants,

v.

Penn America Insurance Company, Global Indemnity Group, Inc., Timothy J. Newton, Esq., J.R. Murphy, Esq., John Doe #1, John Doe #2, ...Respondents,

---

PROOF OF SERVICE

I, the undersigned, as employee of Defendant, Timothy J. Newton, do hereby certify that on January 13, 2021, I served a copy of Respondents' Timothy J. Newton and J.R. Murphy's Motion for Injunctive Relief with corresponding exhibits in connection with the above-referenced case by Electronic and U.S. Mail to:

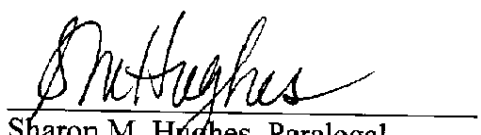
M.B. Hutson, pro se
P.O. Box 2755
Orangeburg, SC 29116-2755
Hutson4444@gmail.com

Appellant Pro se

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Christian Stegmaier, Esq.
Laura Baer, Esq.
Collins & Lacey, P.C.
P.O. Box 12487
Columbia, SC 29211
cstegmaier@collinsandlacy.com
lbaer@collinsandlacy.com

Counsel for Respondents Penn-America Ins. Co And Global Indemnity Group, Inc.



Sharon M. Hughes, Paralegal
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, SC 29260

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M&G
MURPHY & GRANTLAND, P.A.

J.R. Murphy
803-454-1231
jmurphy@murphygrantland.com

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Jan 13 2021
SC Court of Appeals

FACSIMILE COVER SHEET

Date: January 13, 2021

To: Clerk of Court
S.C. Court of Appeals

Fax: 803.734.1839

From: Sharon Hughes
Paralegal

Firm: Murphy & Grantland, P.A.
4406-B Forest Drive
P.O. Box 6648
Columbia, SC 29260

Phone: 803-782-4100
Fax: 803-782-4140

Pages including cover: 45

Re: MB Hutson/MB Hutson v. Penn American Ins., et al.
No. 2019-001488

Dear Clerk of Court:

Attached please find Respondents Timothy J. Newton and J.R. Murphy's Motion for Injunctive Relief for filing in the above referenced matter. A hard copy has been placed in the U.S. Mail.

If you have any questions, please do not hesitate to call. Thank you.

********** CONFIDENTIALITY NOTE **********
The information contained in this facsimile message is attorney privileged and confidential. It is intended only for the use of the individual or entity named above, and any other dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone (803) 782-4100 (collect) and return the original message to us at the above address via the U.S. Postal Service. You will be reimbursed for the required postage. Thank you.

Telephone 803-782-4100 • Facsimile 803-782-4140 / 803-454-1258
4406-B Forest Drive, Columbia, South Carolina 29206 • Post Office Box 6648, Columbia, South Carolina 29260

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

M&G
MURPHY & GRANTLAND, P.A.

Timothy J. Newton
Direct dial 803-454-1242
tnewton@murphygrantland.com

RECEIVED
Jan 13 2021
SC Court of Appeals

January 13, 2021

VIA FACSIMILE 803.734.1839 & U.S. MAIL
Jenny Abbott Kitchings, Clerk of Court
S.C. Court of Appeals
Post Office Box 11629
Columbia, SC 29211

Re: MB Hutson/MB Hudson v. Penn America Insurance Company, Global Indemnity Group, Inc., Timothy N. Newton, Esquire, JR Murphy, Esquire, John Doe #1 and John Doe #2

Civil Action No.: 2018-CP-40-06344
Appellate Case No.: 2019-001488
Our File No.: 1565-0050

Dear Ms. Kitchings:

Please find attached Respondent's Timothy J. Newton and J.R. Murphy's Motion for Injunctive Relief with corresponding exhibits and Proof of Service for filing in the above-referenced matter. A hard copy of same has been placed in the U.S. Mail to the South Carolina Court of Appeals and enclosed is a check for $50.00 for the appropriate motion filing fee.

Sincerely yours,

s/Timothy J. Newton

Timothy J. Newton

TJN/smh
Attachments

cc: M.B. Hutson, Appellant *Pro se*
All Counsel of Record

Telephone 803-782-4100 • Facsimile 803-782-4140
4406-B Forest Drive, Columbia, South Carolina29206 • Post Office Box 6648, Columbia, South Carolina29260

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

M&G
MURPHY & GRANTLAND, P.A.

Timothy J. Newton
Direct dial 803-454-1242
tnewton@murphygrantland.com

January 13, 2021

RECEIVED
Jan 13 2021
SC Court of Appeals

VIA U.S. MAIL
M.B. Hutson, pro se
P.O. Box 2755
Orangeburg, SC 29116-2755

Re: **MB Hutson/MB Hudson v. Penn America Insurance Company, Global Indemnity Group, Inc., Timothy N. Newton, Esquire, JR Murphy, Esquire, John Doe #1 and John Doe #2**

Civil Action No.: 2018-CP-40-06344
Appellate Case No.: 2019-001488
Our File No.: 1565-0050

Dear Mr. Hutson:

Enclosed please find Respondents' Motion for Injunctive Relief including all corresponding exhibits, which I hereby serve upon you by U.S. Mail. If you have any questions please feel free to call me.

Sincerely yours,

s/Timothy J. Newton

Timothy J. Newton

TJN/smh
Enclosures

cc: Counsel of Record

Telephone 803-782-4100 • Facsimile 803-782-4140
4406-B Forest Drive, Columbia, South Carolina29206 • Post Office Box 6648, Columbia, South Carolina29260

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Exhibit 25

Tim J. Newton

From: H Hutson <hutson4444@gmail.com>
Sent: Tuesday, January 26, 2021 9:22 AM
To: Laura R. Baer; Tim J. Newton; J. R. Murphy; Christian Penn Amer; rhoodlc@sccourts.org
Subject: The transcript. From the October 15, 2020 hearing (2020-cup-40-03810)

To All: I have received a copy of the transcript and it has been altered at least 35 %. I plan to report this today to the FBI as well as to Judge Robert Hood's office for this is truly Obstruction of Justice. I will be asking for a new hearing due to the intentional deception as to the transcript. I am told that it is a crime to change or modify the finished tape in anyway without notice to the opposite side and approval by the sitting judge.

I plan to place the very same in the news. This is totally dishonest and crimal and I already have some written response regarding the transcript that's incriminating. This is totally a disgrace. Which law firm gained access to the original tape and where is the original tape? Does this court and opposing attorneys take me as a complete fool?

MB Hutson

January 26, 2021

--

803-308-2714

Total Control Panel Login

To: tnewton@murphygrantland.com Remove this sender from my allow list
From: hutson4444@gmail.com

You received this message because the sender is on your allow list.

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Exhibit 26

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COMMERCIAL LINES COMMON POLICY DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BY AN "X": Stock Company

[X] PENN-AMERICA INSURANCE COMPANY

[ ] PENN-STAR INSURANCE COMPANY

[ ] PENN-PATRIOT INSURANCE COMPANY

Bala Cynwyd, Pennsylvania 19004

State Control Number

Renewal of Number

POLICY NUMBER: PAC7045167

RECEIVED
Jan 25 2021
SC Court of Appeals

APPROVED
By mhowerton at 3:53 pm, 11/20/13

1. NAMED INSURED: BWR, INC

DBA: Big Water Resort

MAILING ADDRESS: 6215 Dingle Pond Road

Summerton SC 29148

2. POLICY PERIOD: From 10/16/2013 To 10/16/2014 at 12:01 A.M.
Standard Time at your mailing address shown above.

3. FORM OF BUSINESS: CORPORATION OTHER DESC:

4. BUSINESS DESCRIPTION: 164 - DVUA LEAVITT CAMPGROUNDS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	$ 2,700.00
Commercial Property Coverage Part	$ 8,502.00
Commercial Crime Coverage Part	$ NOT COVERED
Commercial Inland Marine Coverage Part	$ 3,612.00
Professional Liability Coverage Part	$ NOT COVERED
Liquor Liability Coverage Part	$ NOT COVERED
Commercial Umbrella Coverage Part	$ NOT COVERED
Owners Contractors Protective Coverage Part	$ NOT COVERED
TRIA	$ NOT COVERED

THIS COMPANY HAS BEEN APPROVED BY THE DIRECTOR OR HIS DESIGNEE OF THE SOUTH CAROLINA DEPARTMENT OF INSURANCE TO WRITE BUSINESS IN THIS STATE AS AN ELIGIBLE SURPLUS LINES INSURER, BUT IT IS NOT AFFORDED GUARANTY FUND PROTECTION.

6. TOTAL PREMIUM PAYABLE AT INCEPTION	$ 14,814.00	NO FLAT CANCELLATION
Inspection Fee	$ 150.00	
Surplus Lines Tax	$ 897.84	
	$	25% Minimum Earned Premium
	$	
	$	
	$	
Other:	$	
TOTAL	$ 15,861.84	

7. FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*

AS PER FORM COMSCHD(10/00) ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Agency Code: 02503
HULL, West Virginia
Hurricane, WV

MH/ks 11/20/13

By George F. Ellis, III
Authorized Representative

EXHIBIT A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POLICY CHANGES

Policy Change 2

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
PAC7045167	4/7/2014	Penn-America Insurance Company THREE BALA PLAZA EAST, SUITE #300

CODED Ryan 06/04/14

NAMED INSURED

Big Water Resort, BWR, INC DBA
5215 Dingle Pond Road
Summerton SC 29148

AUTHORIZED REPRESENTATIVE

Hull & Company, Inc.

Agency Code: 02503

COVERAGE PARTS AFFECTED: Cancellation

CHANGES

In consideration of the return premium of $7007.00 plus taxes, it is hereby understood and agreed, the above policy is cancelled.

"Finance company's request"

All Other Terms and Conditions Remain The Same.

Mark Everett Hewitt

Authorized Representative Signature

IL 12 01 11 85

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Exhibit 27

RECEIVED
Jan 25 2021
SC Court of Appeals

Turner | Padget

REPLY TO:

Carlyle R. Cromer

E-Mail: Ccromer@TurnerPadget.com
Writer's Direct Dial: (843) 213-5540
Writer's Direct Fax: (843) 213-5624

December 17, 2015

Via E-mail and U.S. Mail

Claims Department
Global Indemnity Group
P.O. Box 532
Willow Grove, PA 19090
claims@global-indemnity.com

Re: TLC Holdings, et al. v. M. B. Hutson a/k/a M. B. Hudson
CA No. 2015-CP-14-615, Court of Common Pleas, Clarendon County, SC
Penn-America Policy No. PAC7045167
Our File No. 12916.00102

To Whom It May Concern:

Please see the attached Summons, Complaint, and Proof of Service in the above-referenced matter. We believe that there is coverage with regard to this claim under the above-referenced policy number.

Sincerely,

Carlyle R. Cromer

Enclosures

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

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

TLC HOLDINGS, LLC, et al.) CIVIL ACTION COVERSHEET
)
Plaintiff(s)) 2015-CP - 14- 608
)
vs.)
)
M. B. HUTSON a/k/a M. B. HUDSON)
)
Defendant(s))

CERTIFIED TRUE COPY OF ORIGINAL FILED IN THIS OFFICE
DATE 12/7/15
Beulah G. Roberts
CLERK OF COURT
CLARENDON COUNTY, SC

RECEIVED
Jan 25 2021
SC Court of Appeals

BEULAH G. ROBERTS
CLERK OF COURT
CLARENDON COUNTY, SC
2015 DEC 7 PM 2:54

Submitted By: R. Wayne Byrd, Esq. SC Bar #: 001068
Address: Turner Padget Graham & Laney P.A. Telephone #: (843) 213-5500
P.O. Box 2116, Myrtle Beach, South Carolina 29578 Fax #: (843) 213-5555
Other:
E-mail: wbyrd@turnerpadget.com

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

DOCKETING INFORMATION (*Check all that apply*)

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

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

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20____-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☒ Sander/Libel (380)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Sexual Predator (510)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: _____ **Date:** December 7, 2015

1479

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

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

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

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

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

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CLARENDON	)	Civil Action No. 2015-CP-14-_____

TLC Holdings, LLC, Richard Clark, and Jimmy S. Lovell,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	**SUMMONS**
	)	
M. B. Hutson a/k/a M. B. Hudson,	)	
	)	
Defendant.	)	
	)	

BEULAH G. ROBERTS
CLERK OF COURT
CLARENDON COUNTY, SC
2015 DEC 17 P 12: 54

TO: THE DEFENDANT NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon its subscribers, at the address shown below, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

{Signature Page Follows}

CERTIFIED TRUE COPY
OF ORIGINAL FILED IN THIS OFFICE
DATE 12/17/15
Beulah G. Roberts
CLERK OF COURT
CLARENDON COUNTY, SC

TURNER PADGET GRAHAM & LANEY P.A.

By: 

R. Wayne Byrd
Carlyle R. Cromer
Turner Padget Graham & Laney P.A.
P.O. Box 2116
Myrtle Beach, South Carolina 29578
Telephone: (843) 213-5500
Facsimile: (843) 213-5620
E-mail: wbyrd@turnerpadget.com
ccromer@turnerpadget.com

John S. Wilkerson, III
Richard S. Dukes, Jr.
Turner Padget Graham & Laney P.A.
P.O. Box 22129
Charleston, South Carolina 29413
Telephone: (843) 576-2801
Facsimile: (843) 577-1649
E-mail: jwilkerson@turnerpadget.com
rdukes@turnerpadget.com

ATTORNEYS FOR PLAINTIFFS

December 7, 2015

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF CLARENDON	)	Civil Action No. 2015-CP-14-_____

TLC Holdings, LLC, Richard Clark, and Jimmy S. Lovell,

Plaintiffs,

vs.

M. B. Hutson a/k/a M. B. Hudson,

Defendant.

COMPLAINT
(JURY TRIAL DEMANDED)

CERTIFIED TRUE COPY
OF ORIGINAL FILED IN THIS OFFICE
DATE 12/7/15
Beulah G. Roberts
CLERK OF COURT
CLARENDON COUNTY, SC

BEULAH G. ROBERTS
CLERK OF COURT
CLARENDON COUNTY, SC
2015 DEC 7 P 12:

The Plaintiffs, upon information and belief, would respectfully show unto this Honorable Court as follows:

JURISDICTION AND VENUE

1. Plaintiff TLC Holdings, LLC is a limited liability company organized and existing pursuant to the laws of the State of South Carolina.

2. Plaintiff Richard Clark is a resident of the state of Tennessee.

3. Plaintiff Jimmy "Steve" Lovell is a resident of the state of Florida.

4. Defendant M. B. Hutson a/k/a M. B. Hudson is a resident of Orangeburg County, South Carolina.

5. Venue is proper in this Court pursuant to S.C. Code Ann. § 15-7-30(C) because Defendant resided in Clarendon County at the time the cause of action arose, and the most substantial part of the alleged act giving rise to the cause of action occurred in Clarendon County.

6. This Court has jurisdiction over the parties and the subject matter of this action.

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FACTUAL ALLEGATIONS

7. Plaintiffs Clark and Lovell are two of the three former members of Big Water Resort, LLC. James Thigpen is the third former member. Big Water Resort, LLC operated the Big Water Resort campground on the shores of Lake Marion. Big Water Resort, LLC began selling memberships in the campground in 2003 and eventually sold over 1,000 memberships.

8. Plaintiff TLC Holdings, LLC owns the land on which the Big Water Resort campground is located. Plaintiffs Clark and Lovell, along with James Thigpen, are the three members of TLC Holdings, LLC.

9. In December 2010, Plaintiffs Clark and Lovell, along with James Thigpen, sold their membership interests in Big Water Resort, LLC to Defendant Hutson, making Hutson the sole member of that LLC. Clark, Lovell, and Thigpen financed Hutson's purchase of the LLC under a promissory note payable to the three of them by Hutson.

10. Also in December 2010, Plaintiffs TLC Holdings, LLC, Clark, and Lovell, along with Thigpen, entered into a lease–purchase agreement with Defendant Hutson, under which TLC Holdings LLC, Clark, Lovell, and Thigpen agreed to sell certain property to Hutson. This property included the land on which the Big Water Resort campground was located.

11. Subsequent to these transactions, Defendant Hutson operated the Big Water Resort campground until early 2014.

12. In December 2011, Plaintiff TLC Holdings, LLC instituted an action in Clarendon County Court of Common Pleas against Defendant Hutson for breach of the lease–purchase agreement, seeking damages and ejectment.

13. In March 2012, the parties to the lease–purchase agreement entered into a Settlement Agreement. The terms of the Settlement Agreement imposed many duties on

Defendant Hutson, including the duty to make certain improvements to the campground property and the duty to make certain payments to Plaintiff TLC Holdings, LLC. The Settlement Agreement was approved by, and incorporated into, a consent order signed by the Honorable George C. James, Jr. in April 2012.

14. In February 2013, counsel for Plaintiffs Clark, Lovell, and TLC Holdings, LLC notified Defendant Hutson that he was in default of the lease–purchase agreement and Settlement Agreement.

15. Counsel for Plaintiffs Clark, Lovell, and TLC Holdings, LLC sent Hutson another default letter on December 10, 2013, notifying him that he had failed to cure the defaults outlined in the February 2013 default letter and that they would proceed with filing an affidavit of default.

16. In a postcard dated December 18, 2013 and addressed to current and former members of the Big Water Resort campground, Defendant Hutson stated the following:

> I purchased the Big Water Resort business in 2010. I have since come to realize that members were scammed by paying thousands of dollars to Big Water Resort when formerly owned by TLC, Holdings [sic]. Those monies totaled about 5 million dollars paid by members when they signed their individual contracts to TLC, Holdings [sic] owned Big Water Resort. There was no feasible way that Big Water Resort could furnish the contractual benefits and the spirit as outlined in the contract, nor did TLC, Holdings [sic] have any desire to fulfill their end of the contract in actuality, nor in spirit.
>
> I, and others, will seek to demand a refund from TLC Holdings, by way of a class action lawsuit, charging TLC, Holdings [sic] with fraud and possible racketeering for the five million plus triple damages. Any existing or former member wanting to join this lawsuit may do so by contacting me at Big Water Resort as soon as possible or dialing [redacted]. I, too, have been scammed by TLC, Holdings [sic] as a member and purchaser of Big Water Resort. I will be able to put any member in touch with the attorney. The suit will be filed in the next ten days. Anyone who joins stands a good chance of recovering their money. I know that hundreds of members are convinced they were scammed. It appears that hundreds will join this effort. I am told that the statute runs from time of discovery of the scam. Let's join together now and get our money back.

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17. In March 2014, the Honorable George C. James, Jr. issued an order ruling that the Settlement Agreement and consent order should be enforced. Specifically, he ordered that the lease–purchase agreement was terminated and that Defendant Hutson was required to vacate the property. Hutson vacated the property later that month.

18. In April 2014, a group of campground members brought a putative class action in federal court against Plaintiff TLC Holdings, LLC; Plaintiff Clark; Plaintiff Lovell; James Thigpen; and Big Water Resort, LLC ("class action defendants"). The campground members alleged that, among other things, the class action defendants breached the members' membership contracts; that Clark and Lovell defrauded the campground members; and that Clark and Lovell siphoned funds from the resort.

FOR A FIRST CAUSE OF ACTION
(LIBEL)

19. The foregoing allegations are incorporated by reference as if fully repeated verbatim herein.

20. Defendant Hutson made false and defamatory statements about Plaintiffs in the December 2013 postcard.

21. Defendant Hutson distributed this postcard to hundreds of campground members and was the party at fault for the publication of the false and defamatory statements, which publication was not privileged.

22. The false statements made by Defendant Hutson about Plaintiffs in the postcard were defamatory in that they tended to degrade and disgrace Plaintiffs, reduce the reputation and character of Plaintiffs in the estimation of their friends, acquaintances, business associates, and/or the public, and accuse Plaintiffs of impropriety and criminal activity.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

23. In publishing the statements, Defendant Hutson acted with recklessness and/or wantonness toward Plaintiffs' rights.

24. The false and defamatory statements made by Defendant Hutson about Plaintiffs have caused Plaintiffs to suffer damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs are entitled to and pray for the following relief:

a) Entry of judgment in favor of Plaintiffs on all causes of action against Defendant;

b) An award to Plaintiffs of actual damages from Defendant in an amount to be determined at trial;

c) An award to Plaintiffs of punitive damages from Defendant in an amount to be determined at trial;

d) An award to Plaintiffs of costs, pre-judgment interest, and fees from Defendant;

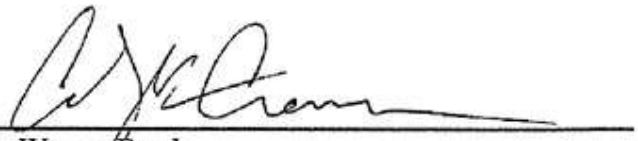
e) A jury trial on all issues so triable; and

f) For such other relief as this Honorable Court may deem just and proper.

{Signature Page Follows}

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

TURNER PADGET GRAHAM & LANEY P.A.

By: 

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ATTORNEYS FOR PLAINTIFFS

December 7, 2015

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Turner | Padget

REPLY TO:

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December 14, 2015

Hon. Beulah Roberts
Clerk of Court for Clarendon County
P.O. Box 136 (29102
3 Keitt St.
Manning, South Carolina 29102

Re: TLC Holdings, LLC, et al. v. M. B. Hutson a/k/a M. B. Hudson
Court of Common Pleas for Clarendon County, South Carolina
Civil Action No.: 2015-CP-14-615
Our C/M#: 12916.00102

Dear Ms. Roberts:

Enclosed, for filing with the Court, please find an Original and one copy of an Affidavit of Service, evidencing service on the Defendant on December 8, 2015 with a filed copy of the Summons and Complaint, in the above referenced matter. After filing has been completed, please return the filed and stamped copy to me in the enclosed self-addressed envelope.

Thanks for your assistance in this matter.

Sincerely,

TURNER PADGET GRAHAM & LANEY P.A.

R. Wayne Byrd /bk

R. Wayne Byrd

RWB:bk

Enc.

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State of South Carolina **County of Clarendon** **In the Court of Common Pleas**

PLAINTIFF: (S) TLC Holdings, LLC et al.
V,

DEFENDANT: (S) M.B. Hutson a/k/a M.B. Hudson

Personal Service	X	**CORPORATE SERVICE**		**GOVERNMENT SERVICE**	

Turner Padget Graham & Laney P.A. Attorney at Law - **Case Number:** 2015-CP-14-615

AFFIDAVIT OF SERVICE

PERSONALLY appeared before me one, Clarence Portee, who first being duly sworn, deposes and says that. On the 8th day of December 2015 at 5:50 pm, deponent served on the defendant: **M.B. Hutson a/k/a M.B. Hudson** with a: **Civil Cover Sheet, Summons and Complaint**

(2) Service of the defendant was affected at the address: 1545 Biltmore Street, Orangeburg, South Carolina 29115

(3) The general physical description of the person is as follows:

Race	White	**Sex**	Male	**Age**	58-64	**HGT**	5-7	**WGT**	165-175

(3) The person to whom the process has been delivered has retained the original/certified copy thereof; and the deponent is at least 18 years of age and is not a party to the action.

SWORN to before me this
8th Day of December, 2015
Eleanor Lenette
NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: October 26, 2019

Server: _____
Clarence Portee
Clarence Portee Process & Investigation Services
P.O. Box 50872
Columbia, South Carolina 29250-0872

Exhibit 28

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ELECTRONICALLY FILED - 2012-02-22 12:14:37 PM - RICHLAND - COMMON PLEAS - CASE#2011CP4000683

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	IN THE THIRD JUDICIAL CIRCUIT
COUNTY OF CLARENDON)	Case Number 2011-CP-14-602
TLC Holdings, LLC,)	
)	
Plaintiff,)	
)	
v.)	AFFIDAVIT OF M.B. HUTSON
)	
M.B. Hudson a/k/a M.B. Hutson,)	
)	
Defendant.)	
)	
M.B. Hudson a/k/a M.B. Hutson,)	
)	
Defendant and Third)	
Party Plaintiff,)	
)	
v.)	
)	
Richard U. Clark, Jimmy S. Lovell,)	
and James C. Thigpen,)	
)	
Third Party Defendants.)	

The Affiant hereby deposes and say that:

1. My name is Morris Beach Hutson. I am the Defendant and the Third Party Plaintiff in the above referenced case.

2. My relationship with TLC and Clark, Lovell, and Thigpen began in December 2010, when we entered into two contracts relating to a development in Clarendon County called Big Water Resort ("the Resort"). The Resort is located on the northern shore of Lake Marion just east of the Interstate 95 bridge.

3. The first agreement was a Membership Interest Purchase Agreement ("MIPA"), under the terms of which I purchased 100% of the membership interests in a South Carolina limited liability company called Big Water Resort, LLC ("BWR, LLC"). BWR, LLC operated the business at the Resort, which consisted of cabin rentals, RV campsites, board and RV storage, and general recreational activities.

4. The second agreement was a Lease Purchase Agreement ("LPA"), under the terms of which I agreed to apply for and acquire the essential approvals

necessary to develop the real property where the Resort was located with the support of TLC and Clark, Lovell, and Thigpen. Under the LPA, I also agreed to purchase the real property were the Resort was located on an acreage release basis subject to approvals from Clarendon County.

5. Copies of the LPA and MIPA are attached hereto. To this day, I am working to apply for and acquire the essential approvals necessary to develop in order to purchase the Resort. I also continue to operate the business at the Resort. Over the course of the past three years, I estimate that I have spent approximately $300,000 on the development of the Resort and pursuant to the LPA. That is in addition to the thousands of hours that I have invested in operating the business and the Resort and pursuing the development potential, including hundreds of meetings and thousand of miles of travel.

6. After the LPA and MIPA were executed in December 2010, I quickly learned that there were two major obstacles to the successful development of the Resort and the operation of the business. Neither of these obstacles were disclosed to me prior to the signing of the LPA and the MIPA.

7. The first obstacle was that TLC and Clark, Lovell, and Thigpen had entered into lifetime membership contracts with members of the public that allowed them to use the Resort for free. These contacts, the full nature of which was not disclosed to me, substantially impaired my ability to operate the business at a profit, which in turn impaired my ability to fund the development. I was able to work my way through these problems only by (a) substantially reducing the number of employees at the Resort and (b) reducing the number of memberships by increasing the costs at the Resort, which outraged the members.

8. The second obstacle was that a moratorium had been placed on the Town of Summerton water and sewer system that prohibited any extension or tap-in to the Resort. It took me approximately a year and a half to work around this obstacle, but I was eventually able to lift the moratorium and acquire approvals for water and sewer tap-ins from the Town of Summerton. Summerton also agreed to take over the water and sewer and to accept and maintain it as a part of its system.

9. It took great effort on my part to work around the membership obstacle and the water and sewer moratorium obstacle. However, these obstacles prevented me from doing everything that was required of me under the LPA and the MIPA. My efforts caused financial hardship as well because I was unable to make a profit with the business or to proceed with the development in a timely manner. Clark, Lovell, and Thigpen provided no assistance whatsoever in dealing with these obstacles, even though they were aware of them prior to December 2010 and did not disclose them to me.

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10. In November 2011, TLC brought this case to eject me from the property. I then filed a Third Party Complaint against Clark, Lovell, and Thigpen relating to the non-disclosure of the membership and water and sewer issues.

11. On March 30, 2012, the parties signed a Settlement Agreement. On April 12, 2012, the Court entered a Consent Order incorporating the terms of the Settlement Agreement. The Settlement Agreement was binding on all of the parties in the litigation and required things of both me and other parties. The purpose of the Settlement Agreement was to try to resolve our disputes and to outline a plan to accomplish the things that needed to be done to complete the development of the Resort and my purchase thereof.

12. I have not complied in full with the Settlement Agreement. However, my non-compliance is a direct and proximate result of the actions and omissions of TLC and Clark, Lovell, and Thigpen.

13. First, TLC has failed to comply with the requirement of paragraph 5 of the Settlement Agreement that, after approving my proposed subdivision plat of the Resort, it provide a letter to the Clarendon County Planning Commission requesting that it "approve the subdivision of the Premises into not less than two (2) adjacent and unimproved acres of property, and the further subdivision of such acres into smaller individual lots, all of which must be contiguous." TLC approved the proposed subdivision plat of the Resort in April 2012. However, TLC has never provided the required letter to the Planning Commission that would have allowed me to proceed with the development and to strictly comply with the terms of the Settlement Agreement. This failure by TLC is significant because I am not the legal title holder to the property and can only act as a developer of the Resort with the express authorization of TLC. I believe that I would have been able to strictly comply with the Settlement Agreement if TLC had cooperated as it was required to do under the Settlement Agreement.

14. Second, Clark and Lovell specifically asked me to slow down the development approval process. Specfically, in approximately June of 2013, Clark and Lovell flew to South Carolina to meet with me in private at my cabin on the Resort to discuss their desire to foreclose on the third shareholder of TLC: Mr. Thigpen. Clark and Lovell told me that Mr. Thigpen had unilaterally taken out a loan on the property years before without their permission and that they believed that Thigpen should not receive any more money from the development of the Resort because Clark and Lovell were required to payoff the loan when Thigpen defaulted on it. At this meeting, Clark and Lovell informed me that they had formed a new company to foreclose on TLC, thereby extinguishing any residual interest of Mr. Thigpen. They asked for my cooperation by slowing down with my approval requests to allow for the foreclosure to go through. I voiced my concerns to Clark and Lovell, but they told me not to worry about it and even offered me a new contract that they would prepare. I refused to sign this contract because it was too one-sided, even though I offered to negotiate a more fair

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contract. That issue was never resolved, but I continued my efforts to obtain the necessary approvals because they wanted me to eventually be able to buy the property once Thigpen was out. The fact that TLC and Clark, Lovell, and Thigpen are now trying to eject me again is inconsistent with our dealing in the 22 months between April 2012 and December 2013, during which time they repeatedly told me that they would work with me. Mrrs. Clark and Lovell never indicated to me that they were going to require strict compliance with the Settlement Agreement.

15. Third, Mr. Thigpen, the TLC shareholder who is at odds with Mrrs. Clark and Lovell, met with me at Shoney's in Manning in January 2014 and indicated to me (a) that he did not want me to purchase the property because he believed that Mrrs. Clark and Lovell would try to prevent him from receiving any proceeds of the sale, (b) that he was entitled to a "commission" of $1,500,000, and (c) that he had been in constant contact with the County in an effort to prevent me from making progress with the development of the Resort. I believe that I would have been able to comply with the Settlement Agreement had I received cooperation from TLC and its shareholders rather than resistance.

Morris Beach Hutson

SWORN TO AND SUBSCRIBED BEFORE ME

This 4th Day of March, 2014

Notary Public for South Carolina

My Commission Expires: 2/10/22

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Exhibit 29

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

CIVIL ACTION NO. 2:14-cv-01583-DCN

William Reed, Donna Reed, Bonnie Youmans, Jane Yates, Phillip Caulder, all individually and for the benefit and on behalf of all others similarly situated, Plaintiffs, vs. Big Water Resort, LLC, TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, Defendants.	**ANSWER AND THIRD-PARTY COMPLAINT (Jury Trial Demanded)**
TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, Third-Party Plaintiffs, vs. M. B. Hutson a/k/a M. B. Hudson, Third-Party Defendant.	

Defendants Big Water Resort, LLC, TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC (collectively, "Defendants"), hereby submit this Answer to Plaintiffs' Complaint and Third-Party Complaint. Defendants would respectfully show unto this Court as follows:

FOR A FIRST DEFENSE
(General Denial)

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1. The allegations of Paragraph 1 are admitted, upon information and belief.

2. The allegations of Paragraph 2 are admitted, upon information and belief.

3. The allegations of Paragraph 3 are admitted, upon information and belief.

4. The allegations of Paragraph 4 are admitted, upon information and belief.

5. The allegations of Paragraph 5 are admitted.

6. The allegations of Paragraph 6 are admitted.

7. The allegations of Paragraph 7 are admitted.

8. The allegations of Paragraph 8 are admitted.

9. The allegations of Paragraph 9 are denied.

10. The allegations of Paragraph 10 are admitted.

11. The allegations of Paragraph 11 are admitted.

12. The allegations of Paragraph 12 are denied.

13. The allegations of Paragraph 13 are denied.

14. In response to Paragraph 14, Defendants admit that Big Water Resort is located in Clarendon County. Any remaining and/or inconsistent allegations of Paragraph 14 are denied.

15. The allegations of Paragraph 15 are denied.

16. In response to Paragraph 16, Defendants admit only that the membership agreements speak for themselves as to their terms. Any remaining and/or inconsistent allegations of Paragraph 16 are denied.

17. In response to Paragraph 17, Defendants admit that memberships were permitted to be transferred under certain circumstances subject to the terms and conditions set forth in the relevant membership agreements. Any remaining and/or inconsistent allegations of Paragraph 17 are denied.

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18. The allegations of Paragraph 18 are denied.

19. The allegations of Paragraph 19 are denied, upon information and belief.

20. The allegations of Paragraph 20 are denied.

21. The allegations of Paragraph 21 are denied.

22. The allegations of Paragraph 22 are denied.

23. The allegations of Paragraph 23 are admitted.

24. The allegations of Paragraph 24 are admitted.

25. The allegations of Paragraph 25 are denied.

26. The allegations of Paragraph 26 are denied.

27. The allegations of Paragraph 27 are denied.

28. The allegations of Paragraph 28 are denied.

29. The allegations of Paragraph 29 are denied.

30. The allegations of Paragraph 30 are denied.

31. Defendants deny the allegations of Paragraph 31 as stated and would oppose any effort of the Plaintiffs to certify a class.

32. The allegations of Paragraph 32 are denied.

33. The allegations of Paragraph 33 are denied.

34. The allegations of Paragraph 34 are denied.

35. The allegations of Paragraph 35 are denied.

36. In response to Paragraph 36 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 35 herein.

37. The allegations of Paragraph 37 are denied, based upon the lack of sufficient knowledge or information upon which to form a belief.

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38. In response to Paragraph 38, Defendants admit that some members paid their membership purchase price and annual dues. Any remaining and/or inconsistent allegations are denied.

39. The allegations of Paragraph 39 are denied.

40. In response to Paragraph 40, Defendants admit only that the membership agreements speak for themselves as to their terms. Any remaining and/or inconsistent allegations are denied.

41. The allegations of Paragraph 41 are denied.

42. The allegations of Paragraph 42 are denied.

43. The allegations of Paragraph 43 are denied.

44. The allegations of Paragraph 44 are denied.

45. The allegations of Paragraph 45 are denied.

46. The allegations of Paragraph 46 are denied.

47. The allegations of Paragraph 47 are denied.

48. In response to Paragraph 48 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 47 herein.

49. In response to the allegations of Paragraph 49, Defendants admit only that all contracts in which it entered with Plaintiffs are valid, binding contracts which speak for themselves. They lack sufficient knowledge or information upon which to form a belief as to the remaining and/or inconsistent allegations contained in Paragraph 49 and therefore deny the same.

50. In response to the allegations of Paragraph 50, Defendants admit only that Defendants Clark, Thigpen, and Lovell had knowledge or the means to obtain knowledge as to the terms and conditions of all contracts between Big Water Resort, LLC and its members. They

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lack sufficient knowledge or information upon which to form a belief as to the remaining and/or inconsistent allegations contained in Paragraph 50 and therefore deny the same.

51. The allegations of Paragraph 51 are denied.

52. In response to Paragraph 52, Defendants deny that any contracts were breached; accordingly, the allegations of this paragraph are denied.

53. In response to Paragraph 53, Defendants deny that any contracts were breached; accordingly, the allegations of this paragraph are denied.

54. In response to Paragraph 54, Defendants deny that any contracts were breached; accordingly, the allegations of this paragraph are denied.

55. The allegations of Paragraph 55 are denied.

56. The allegations of Paragraph 56 are denied.

57. In response to Paragraph 57 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 56 herein.

58. The allegations of Paragraph 58 are denied.

59. The allegations of Paragraph 59 are denied.

60. The allegations of Paragraph 60 are denied.

61. In response to Paragraph 61 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 60 herein.

62. The allegations of Paragraph 62 are denied.

63. The allegations of Paragraph 63 are denied.

64. The allegations of Paragraph 64 are denied.

65. The allegations of Paragraph 65 are denied.

66. The allegations of Paragraph 66 are denied.

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67. The allegations of Paragraph 67 are denied, upon information and belief.

68. The allegations of Paragraph 68 are denied.

69. The allegations of Paragraph 69 are denied.

70. In response to Paragraph 70, Defendants Clark, Thigpen and Lovell deny that any wrongful scheme or corporate shell existed; accordingly, the allegations of this paragraph are denied.

71. In response to Paragraph 71, Defendants Clark, Thigpen and Lovell deny that they engaged in any wrongdoing; accordingly, the allegations of this paragraph are denied.

72. The allegations of Paragraph 72 are denied.

73. In response to Paragraph 73, Defendants admit that campsites and lodging are available at the Big Water Resort. Any remaining and/or inconsistent allegations of this paragraph are denied.

74. The allegations of Paragraph 74 are denied.

75. The allegations of Paragraph 75 are denied.

76. The allegations of Paragraph 76 are denied.

77. The allegations of Paragraph 77 are denied.

78. The allegations of Paragraph 78 are denied.

79. The allegations of Paragraph 79 are denied.

80. The allegations of Paragraph 80 are denied.

81. In response to Paragraph 81 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 80 herein.

82. The allegations of Paragraph 82 are denied.

83. The allegations of Paragraph 83 are denied.

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84. In response to Paragraph 84, Defendants admit only that Defendants TLC Holdings, LLC and Ocoee, LLC had knowledge or the means to obtain knowledge as to the terms and conditions of all contracts between Big Water and its members. They deny the remaining and/or inconsistent allegations contained in this paragraph.

85. The allegations of Paragraph 85 are denied.

86. The allegations of Paragraph 86 are denied.

87. In response to Paragraph 87 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 86 herein.

88. The allegations of Paragraph 88 are denied.

89. The allegations of Paragraph 89 are denied.

90. The allegations of Paragraph 90 are denied.

91. The allegations of Paragraph 91 are denied.

92. The allegations of Paragraph 92 are denied.

93. The allegations of Paragraph 93 are denied.

94. In response to Paragraph 94 of the Complaint, Defendants reaffirm and re-allege the responses to individual allegations contained in Paragraphs 1 – 93 herein.

95. Defendants deny Plaintiffs are entitled to the relief requested in their Prayer for Relief.

FOR A SECOND DEFENSE
(Statute of Limitations)

96. Plaintiffs cannot recover because Plaintiffs' claims, if any, are barred by the statute of limitations.

FOR A THIRD DEFENSE
(Contributory Negligence)

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97. Plaintiffs cannot recover because Plaintiffs' claims, if any, are barred by the doctrine of contributory negligence.

FOR A FOURTH DEFENSE
(Mitigation of Damages)

98. Plaintiffs have failed to exercise reasonable diligence in the mitigation of their alleged damages, which damages are denied.

FOR A FIFTH DEFENSE
(No Damages)

99. Plaintiffs have not sustained any damages and, therefore, Plaintiffs may not recover on their claims.

FOR A SIXTH DEFENSE
(Estoppel and Laches)

100. Plaintiffs cannot recover because Plaintiffs' claims, if any, are barred by estoppel and laches.

FOR A SEVENTH DEFENSE
(Waiver)

101. Plaintiffs have waived any right to recovery under the causes of actions contained in the Complaint.

FOR AN EIGHTH DEFENSE
(Condonation, Acquiescence, and Ratification)

102. Plaintiffs' claims, if any, are barred by condonation, acquiescence, and/or ratification.

FOR A NINTH DEFENSE
(Failure to Join an Indispensable Party)

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103. Plaintiffs' Complaint has failed to join all persons and parties needed for just adjudication under Rules 12(b)(7) and 19 of the Federal Rules of Civil Procedure, and should be dismissed accordingly.

FOR A TENTH DEFENSE
(Barred by the Terms of the Agreement)

104. Plaintiffs' claims, if any, are barred by the terms of the membership agreements.

FOR AN ELEVENTH DEFENSE
(Intervening Act of Third Party)

105. Plaintiffs' claims, if any, are the proximate result of an intervening act(s) and/or omission(s) of a party or parties other than Defendants, and over whom Defendants had no control.

FOR A TWELFTH DEFENSE
(Reservation and Non-Waiver of Additional Affirmative Defenses)

106. Defendants specifically reserve any additional and/or affirmative defenses as may be available to Defendants, revealed to them during the course of their investigation and/or discovery in the case and as are consistent with applicable law.

BY WAY OF THIRD-PARTY COMPLAINT

Third-Party Plaintiffs TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, would show the following about the Third-Party Defendant, M. B. Hutson a/k/a M. B. Hudson (hereinafter "Hutson"):

107. Upon information and belief, Third-Party Defendant Hutson is a citizen and resident of Clarendon County, South Carolina.

108. This Court has personal jurisdiction and venue is proper in this District by virtue of, among other things, the fact that a substantial part of the events giving rise to this Complaint occurred in this District.

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109. This Court has subject matter jurisdiction over this action, provided it has jurisdiction over the underlying action, because this action is so related to the claims in the underlying action that they form part of the same case or controversy.

110. This case arises from Third-Party Defendant Hutson's failure to operate the Big Water Resort campground in a manner beneficial to the members.

111. In December 2010, Third-Party Plaintiffs Clark, Lovell, and Thigpen sold their membership interests in Big Water Resort, LLC to Third-Party Defendant Hutson, making Hutson the sole member of that LLC. The sale price was $500,000, of which $499,990 was payable under a promissory note executed by Hutson in favor of Clark, Lovell, and Thigpen.

112. Also in December 2010, Third-Party Plaintiffs TLC Holdings, LLC, Clark, Lovell, and Thigpen entered into a lease–purchase agreement with Third-Party Defendant Hutson, under which TLC Holdings LLC, Clark, Lovell, and Thigpen agreed to sell certain property to Hutson. This property included the land on which the Big Water Resort campground was located.

113. Third-Party Defendant Hutson defaulted on both the promissory note and the lease–purchase agreement.

114. In December 2011, Third-Party Defendant TLC Holdings, LLC instituted an action in Clarendon County Court of Common Pleas against Third-Party Defendant Hutson for breach of the lease–purchase agreement, seeking damages and ejectment.

115. In March 2012, the parties to the lease–purchase agreement entered into a Settlement Agreement. The terms of the Settlement Agreement imposed many duties on Third-Party Defendant Hutson, including the duty to make certain improvements to the campground

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property and the duty to make certain payments to Third-Party Plaintiff TLC Holdings, LLC. The Settlement Agreement was approved by a consent order in April 2012.

116. Third-Party Defendant Hutson subsequently defaulted under the March 2012 Settlement Agreement.

117. Third-Party Plaintiffs notified Third-Party Defendant Hutson in February 2013 that he was in default of the Settlement Agreement. Hutson did not cure the defaults.

118. In December 2013, pursuant to the April 2012 consent order, Third-Party Plaintiff TLC Holdings, LLC filed an affidavit of default. In response, Third-Party Defendant Hutson filed a motion to set aside the affidavit of default and a motion for a temporary restraining order against TLC Holdings, LLC.

119. A hearing on these motions was held on January 8, 2014 before the Honorable George C. James, Jr. in the Clarendon County Court of Common Pleas. During or immediately prior to this hearing, which Third-Party Defendant Hutson did not attend, Hutson filed a Chapter 11 bankruptcy petition.

120. In February 2014, the Bankruptcy Court granted relief to Third-Party Plaintiff TLC Holdings, LLC from the automatic stay so that Judge James could determine whether Third-Party Defendant Hutson had any interest in the property that is the subject of the lease–purchase agreement as of the date of filing the bankruptcy petition.

121. In an Order dated March 20, 2013, Judge James declined to set aside the affidavit of default or issue a preliminary injunction and ruled that the March 2012 Settlement Agreement and April 2012 Consent Order should be enforced. Specifically, he ordered that the lease–purchase agreement was terminated and that Third-Party Defendant Hutson was required to vacate the property.

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122. Third-Party Defendant Hutson vacated the property in April 2014, at which time Third-Party Plaintiffs Clark, Lovell, and Thigpen were able to resume control and operation of the Big Water Resort campground.

FOR A FIRST CAUSE OF ACTION
(Equitable Indemnity)

123. From December 2010 until April 2014, when Third-Party Defendant Hutson controlled and operated the Big Water Resort campground, he did so in a manner that has been alleged to have been detrimental to the members.

124. By his alleged wrongful acts, Third-Party Defendant Hutson has exposed Third-Party Plaintiffs to potential liability.

125. The relationship between Third-Party Plaintiffs and Third-Party Defendant Hutson is such that an obligation in equity exists on Third-Party Defendant Hutson to indemnify Third-Party Plaintiffs.

126. Third-Party Defendant Hutson is solely responsible for the acts that have allegedly harmed the members that compose the class in the underlying action; Third-Party Plaintiffs have no fault and did not join in Third-Party Defendant Hutson's allegedly wrongful acts.

127. Third-Party Plaintiffs have incurred, and may continue to incur, expenses necessary to protect their interest in defending the claims brought by the members of the Big Water Resort campground.

PRAYER FOR RELIEF

WHEREFORE, Defendants pray that Plaintiffs' Complaint be dismissed with prejudice, with all costs and expenses assessed against Plaintiff, and that the Court grant Defendants and Third-Party Plaintiffs the following relief:

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A. Enter judgment in favor of Third-Party Plaintiffs TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, and against Third-Party Defendant Hutson in accordance with each of Third-Party Plaintiffs' causes of action;

B. Grant Third-Party Plaintiffs TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC equitable indemnity from Third-Party Defendant Hutson for the costs, expenses, and losses incurred by Third-Party Plaintiffs in defense of this litigation, including attorney fees, expert witness fees, damages, and other losses;

C. Grant Defendants and Third-Party Plaintiffs a jury trial on all issues so triable; and

D. Award Defendants and Third-Party Plaintiffs such other and further relief as the Court deems just and proper.

[SIGNATURE PAGE FOLLOWS]

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Respectfully submitted,

s/ R. Wayne Byrd

R. Wayne Byrd [Federal I.D. # 1642]
Carlyle R. Cromer [Federal I.D. # 11851]
Turner Padget Graham & Laney P.A.
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Myrtle Beach, South Carolina 29578
Telephone: (843) 213-5500
Facsimile: (843) 213-5620
E-mail: wbyrd@turnerpadget.com
ccromer@turnerpadget.com

John S. Wilkerson, III [Federal I.D. # 4657]
Turner Padget Graham & Laney P.A.
P.O. Box 22129
Charleston, South Carolina 29413
Telephone: (843) 576-2801
Facsimile: (843) 577-1649
E-mail: jwilkerson@turnerpadget.com

Attorneys for Defendants & Third-Party Plaintiffs

June 5, 2014

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Exhibit 30

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

William Reed, et al., Plaintiffs, -vs- Big Water Resort, LLC, et al., Defendants.	C/A No.: 2:14-cv-1583 DCN **ORDER**
TLC Holdings, LLC, et al., Third-Party Plaintiffs, -vs- M.B. Hutson, a/k/a M. B. Hudson, Third-Party Defendant.	

This matter is before the court upon motion by Matthew D. Hamrick to be relieved as attorney for third-party defendant M.B. Hutson. It is therefore

ORDERED that the motion to withdraw as attorney is hereby **GRANTED**. Plaintiff is now deemed to proceed *pro se*.

Mr. Hamrick is requested to serve a copy of this order on plaintiff and file proof of service with the Clerk of Court.

AND IT IS SO ORDERED.

David C. Norton
United States District Judge

March 26, 2015
Charleston, South Carolina

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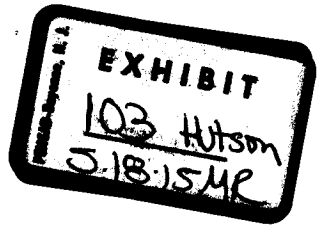
Exhibit 31

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

CIVIL ACTION NO. 2:14-cv-01583-DCN

William Reed, Donna Reed, Bonnie Youmans, Jane Yates, Phillip Caulder, all individually and for the benefit and on behalf of all others similarly situated, Plaintiffs, vs. Big Water Resort, LLC, TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, Defendants.	**NOTICE OF VIDEOTAPED DEPOSITION**
TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, Third-Party Plaintiffs, vs. M.B. Hutson a/k/a M.B. Hudson, Third-Party Defendant.	



TO: ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on **Wednesday, April 1, 2015, commencing at 10:00 a.m. respectively at Turner Padget Graham & Laney P.A., 1901 Main Street, 17th Floor, Columbia, South Carolina,** the attorney for Defendants/Third Party Plaintiffs will take the deposition of **Third Party Defendant M.B. Hutson a/k/a M.B. Hudson, believed to reside at Rutledge Avenue off Biltmore Drive, Orangeburg, South Carolina,** by a court reporter upon oral examination, by stenographic means and by video, pursuant to Rule 30 of the *Federal Rules of Civil Procedure*. The deposition is to be taken for discovery purposes or for evidence at the

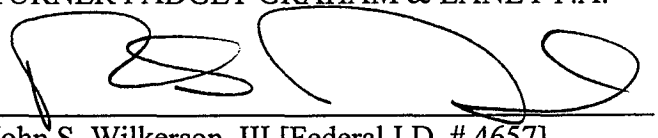
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trial of this case, or both. The deposition will continue from day to day thereafter until adjournment.

Counsel for Defendants reserves the right to use any document produced by any party in discovery.

Respectfully submitted,

TURNER PADGET GRAHAM & LANEY P.A.



John S. Wilkerson, III [Federal I.D. # 4657]
Richard S. Dukes, Jr. [Federal I.D. # 7340]
P.O. Box 22129
Charleston, South Carolina 29413
Telephone: (843) 576-2801
Facsimile: (843) 577-1649
E-mail: jwilkerson@turnerpadget.com
rdukes@turnerpadget.com

R. Wayne Byrd [Federal I.D. # 1642]
Carlyle R. Cromer [Federal I.D. # 11851]
P.O. Box 2116
Myrtle Beach, South Carolina 29578
Telephone: (843) 213-5500
Facsimile: (843) 213-5620
E-mail: wbyrd@turnerpadget.com
ccromer@turnerpadget.com

ATTORNEYS FOR DEFENDANTS/THIRD-PARTY PLAINTIFFS

March 10, 2015

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION
CIVIL ACTION NO. 2:14-cv-01583-DCN

William Reed, Donna Reed, Bonnie Youmans, Jane Yates, Phillip Caulder, all individually and for the benefit and on behalf of all others similarly situated, Plaintiffs, vs. Big Water Resort, LLC, TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, Defendants.	**CERTIFICATE OF SERVICE**
TLC Holdings, LLC, Richard Clark, James Thigpen, Jimmy "Steve" Lovell, and Ocoee, LLC, Third-Party Plaintiffs, vs. M.B. Hutson a/k/a M.B. Hudson, Third-Party Defendant.	

I hereby certify that I have this 10th day of March, 2015, served a copy of the ***Notice of Deposition*** via U.S. Mail with sufficient postage affixed thereto, to:

Mr. William R. Padget
Mr. Carl David Hiller
Mr. Harry L. Goldberg
Finkel Law Firm
P.O. Box 1799
Columbia, SC 29202

Mr. Christopher James Moore
Mr. Terry Edward Richardson, Jr.
Mr. Brady Ryan Thomas
Richardson Patrick Westbrook and Brickman
P.O. Box 1368
Barnwell, SC 29812

Mr. Matthew D. Hamrick
Matthew D. Hamrick Law Office
222 West Coleman Boulevard
Mount Pleasant, SC 29464

April D. Hager

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DRIVER LICENSE

Tennessee
THE VOLUNTEER STATE

USA TN

DL NO [redacted] DOB [redacted]
EXP 08/20/2019 ISS 07/07/2014
CLASS D END NONE
REST NONE
SEX M HGT 5'-08" EYES BLU
DD 901140707121471
DL
HUTSON
MORRIS BEACH
2240 OLD GRAYSVILLE RD
DAYTON, TN 37321


Save Time, Renew Online
www.Tennessee.Gov
08/20/1944
Rev 12/02/2011
ENDORSEMENTS:
NONE

CLASS: D Vehicles <26,000 (Operator)

RESTRICTIONS: NONE

ORGAN DONOR ☐ I hereby certify that I am 18 or older, of sound mind, and upon my death, wish to make an anatomical gift noted here: ☐ Any Organ/Tissue ☐ Entire Body
Donor Signature _____ Date _____ Blood Type _____
☐ Specific Organ(s)/Tissue _____ RH Factor _____
FOR NON-PHOTO SIGN HERE:



DEPOSITION EXHIBIT
HUTSON 6

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MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the 15th day of December 2010, by and among **M. B. HUDSON** (referred to herein as "Purchaser"), **RICHARD U. CLARK, JIMMY S. LOVELL and JAMES C. THIGPEN** (referred to herein collectively "Seller") and **THE BIG WATER RESORT, LLC,** a South Carolina limited liability company (referred to herein as "Company").

WITNESSETH:

WHEREAS, Seller is all the members of the Company with said membership interest subject to the terms and conditions of that certain Operating Agreement of The Big Water Resort, LLC dated December 1, 2002 and its Amendment dated June 3, 2008 ("Operating Agreement"). All capitalized terms not defined herein shall have those meanings set forth in the Operating Agreement; and

WHEREAS, Seller desires to sell all of their Membership Interest in the Company, which equals One Hundred Percent (100%) of the outstanding membership interests (referred to as the "Interest") to Purchaser, and Purchaser desires to purchase said Interest, being bound to the terms and conditions of the Operating Agreement.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant, consent and agree as follows:

1. **Sale and Purchase.** Subject to the terms and conditions hereinafter set forth, Seller hereby sells, transfers, assigns and conveys the Interest to Purchaser, and Purchaser, in reliance on the representations made by Seller herein, accepts the sale, transfer, assignment and conveyance of the Interest from Seller in consideration for the

EXHIBIT
105 HUTSON
5.18.15 MR

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payment of the purchase Price (as defined below), subject to the terms and conditions set forth herein.

2. **Purchase Price.** The purchase price payable by Purchaser for the Interest is Five Hundred Thousand and 00/100 Dollars ($500,000.00) ("Purchase Price") which shall be paid as follows at Closing:

(a) Ten and 00/100 Dollars ($10.00) shall be paid by Purchaser to Seller;

(b) Purchaser shall execute a Promissory Note made payable to Seller for the balance of the Purchase Price, in form acceptable to Seller, which shall be due and payable upon the closing of the purchase of the membership interests in TLC Holdings, LLC, a South Carolina limited liability company also owned by Seller; and

(c) Purchaser shall assign, hypothecate and pledge the Interest to Seller as collateral for the Promissory Note, in form acceptable to Seller.

3. **Closing.** The closing of the sale and purchase shall take place on December 30, 2010 at the Law Office of Andrew F. Tucker, 385 2nd Avenue, Suite 1, Dayton, Tennessee or at such place as the parties may mutually agree.

4. **Actions at the Closing.**

(a) At the closing the Seller shall deliver to the Buyer the following:

(i) Membership Interest certificates for One Hundred percent (100%) of the Interest to be sold by Seller in the Company;

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(ii) A Certificate of Good Standing from the State of South Carolina;

(iii) A list of all debts and obligations of the Company and principal balance(s) of said debts and obligations as of the date of Closing, each of which are to be assumed by Purchaser at Closing, except only those loans made by Messrs. Clark and Lovell to the Company, which shall be repaid from the Purchase Price.

(iv) A list of all assets of the Company, including all cash on hand, all of which shall be assigned to Purchaser at Closing except for receivables/client reserve fund from Universal Guardian Acceptance (which Purchaser agrees shall remain the property of Seller, and any payments received by Purchaser after Closing shall promptly be remitted to Seller);

(v) A commitment letter to finance the balance of the Purchase Price at six percent (6%) per annum for up to five (5) years based upon a 240 month amortization schedule, with principal and interest payable monthly, upon Purchaser's closing on the purchase of the membership interests in TLC, LLC, a South Carolina limited liability company; and

(b) At the closing the Buyer and Seller shall deliver to the Seller:

(i) Ten and 00/100 Dollars ($10.00) in Cash;

(ii) A Promissory Note in the amount of $499,990.00 payable to Seller for the balance of the Purchase Price which shall be due and payable upon the Closing (as defined in the Lease Purchase Agreement of even date among Seller, Purchaser and TLC Holdings, LLC; and

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(iii) An assignment, hypothecation and pledge agreement of the Interest as collateral for the Promissory Note.

5. **Representations and Warranties by Seller.** Seller represents, warrants and covenants to Purchaser as follows:

(a) **Capitalization and Interest.** The Interest represents 100% of Seller's capital and equity interest in the Company. There are no options, warrants or other rights to subscribe for or purchase any interest in the Company or securities convertible into or exchangeable for, or which otherwise confer on any holder any right to acquire, any interest in the Company, nor are the Company or Seller committed to issue any such option, warrant or other right.

(b) **Title.** Seller is the sole legal and equitable owner of the Interest, and Seller's absolute title thereto is not the subject of any claim or challenge threatened or asserted by any third party. Company has good and marketable title to all of its properties and assets. Further, there are no actions, suits or proceedings, either at law or in equity, or before any commission or administrative authority, or any kind now pending in any manner involving Company, or any of its property, or to the knowledge of Sellers, threatened.

(c) **No Liens or Restrictions.** The Interests are not subject to any security interest, lien, restriction on transfer, "buy-sell" agreement, voting agreement, redemption agreement, option, or other agreements.

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(d) **Consents.** No consents, authorizations or approvals of governmental authorities are necessary in order for Seller to perform its obligations pursuant to this Agreement.

(e) **Organization and Operation of Company.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of South Carolina, has full corporate power to own its own property and carry on its business as and where it is now being conducted, in compliance with all laws, regulation and orders applicable to its business. The Operating Agreement of Company is in full force and effect and no amendments, modifications, changes or deletions have been made thereto. Further, Company does not control, directly or indirectly, any other corporation, association or business organization.

(f) **Taxes.** Company has filed with the appropriate governmental agencies all tax returns required to be filed by it prior to the date of this Agreement, and it has paid taxes due by it as reflected on said returns.

6. **Covenants of Seller.** Prior to or pending the closing, the Seller covenants that:

(a) Seller will cause Company to maintain itself at all times as a corporation duly organized, validly existing and in good standing under the laws of the State of South Carolina and to operate in a good and diligent manner and not engage in

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any transaction or make any commitment or expenditure other than in the ordinary course of business, except such transactions, commitments and expenditures as shall be required or contemplated by this Agreement or which shall be presented to and approved by Purchaser (such approval not to be unreasonably withheld).

(b) Seller will cause Company to maintain in full force and effect all policies of insurance.

(c) Seller will cause Company to cooperate fully with Purchaser, his counsel, accountants and other representatives in connection with the closing and the consummation of the transaction herein contemplated, and make available to Purchaser, his counsel, accountants and other representatives all pertinent information with respect to the condition, business property, assets and liabilities of Company and afford Purchaser, his counsel, accountants or other representatives access during normal business hours to all the physical properties of the Company.

7. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior understandings, commitments and agreements and may be amended only by a writing signed on behalf of each party. There are no agreements, promises, warranties, representations, inducements, covenants or undertakings other than those expressly set forth in this Agreement.

(b) **Notices.** Any notices or consents required or permitted by this Agreement shall be in writing and shall be deemed delivered if delivered in person or

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if sent by certified mail, postage prepaid, return receipt requested, as following, unless such address is changed by written notice hereunder:

(i) If the Seller:

James C. Thigpen
P.O. Box 1257
7860 Wash Davis Road
Summerton, South Carolina 29148

Richard U. Clark
3124 Great Wood Way
Knoxville, Tennessee 37922

Jimmy S. (Steve) Lovell
20 Ambriance Drive
Burr Ridge, Illinois 60527

(ii) If to Purchaser:

M. B. HUDSON
c/o ANDREW F. TUCKER, ESQ.
385 2nd Avenue, Suite 1
Dayton, Tennessee 37321

(iii) If to Company:

THE BIG WATER RESORT, LLC
P.O. Box 1257
7860 Wash Davis Road
Summerton, South Carolina 29148

(c) **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by either of the parties hereto without

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the prior written consent of the other party, nor is this Agreement intended to confer upon any other person except the parties any rights or remedies hereunder.

(d) **Governing Law.** This Agreement shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of South Carolina.

(e) **Captions.** The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement.

(f) **Further Action.** The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

(g) **Expenses, Etc.** Except as otherwise provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated. Seller and Purchaser shall pay their own expenses and the fees and expenses of their counsel, financial advisors, accountants and other experts.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such counterparts shall together constitute one and

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RHL

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the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. This Agreement may be executed and delivered by facsimile or other means of electronic communication; any original signatures that are initially delivered by electronic communication shall be physically delivered with reasonable promptness thereafter.

[Signatures on Next Page]

RHC

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IN WITNESS WEREOF, the parties have set their hands hereto on the date first above written.

SELLER:

RICHARD U. CLARK

JIMMY S. LOVELL

JAMES C. THIGPEN

PURCHASER:

M. B. HUDSON

COMPANY:

THE BIG WATER RESORT, LLC, a
South Carolina limited liability company

By:_____
J. Steve Lovell, its Managing Member

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Schedule for 4.(a)(iii)

Contracts/Obligations

Nature of Obligation	Term	Amount
Pitney Bowes Credit Corporation Automated Mailing Equipment	21 Quarterly Begin 4/10/2008 until 7/10/13	$387.85 per quarter
Textron Financial Corporation – 6 Golf Carts	Expires 5/15/11	$901.13 per month
Copy Machine Service Contract	Annual	$1,000.00/yr; Prepaid
Membership Agreements with ~720 members in The Big Water Lake Club	Varies	
Agreement with John Johnston/ Motel Condominium to provide BWW Club Membership at $4,500.00 each upon the sale of each condominium	Ongoing - but Condo conversion project has run into trouble.	
Coast to Coast Franchise Agreement	Ongoing with option to terminate at any time	
Universal Guardian Acceptance 1) Servicing of BWR notes 2) Guarantee on BWR Notes purchased by Universal	Until Obligations of BWR Notes Purchased by Universal are fully paid	1) Universal is servicing ~$38,000 of BWR Notes, of which we expect to receive ~70% based on prior payment history. Universal is paid $4.00 per payment collected. 2) Balances owed on BWR Notes purchased by Universal total ~$20,650 as of 12/15/10 and Universal holds a reserve of ~$7000.

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Accounts Payable (Estimated)

January 2011

Workers Comp	688.00
Auto Insurance	190.00
Trash Pickup	500.00
Farmers Telephone	1,200.00
Electric	6,000.00
Cable TV	300.00
Textron – Golf carts	915.00
Fuel	500.00
Copier – optional (Annual)	1242.00
Pool supplies	300.00
Misc. Supplies, Repairs	1000.00
	$12,835.00

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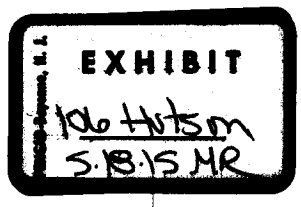
From: Steve Lovell [stevelovell@comcast.net]
Sent: Tuesday, December 28, 2010 5:10 PM
To: Andrew Tucker
Cc: 'Richard Clark'; 'Thomas L. Harper'
Subject: Big Water closing documents
Attachments: Document1; Big Water Contracts 12 14 10.docx; Big Water Fixed Assets 12.15.10.pdf

Dear Andrew:

In accordance with Paragraph 4.(a)(iii) of the Membership Interest Purchase Agreement for The Big Water Resort, LLC, I am attaching 1) a list of the LLC's debts (excluding debts to the LLC's current members, which shall be repaid from proceeds of the sale) as estimated to be outstanding at closing, and 2) a list of the LLC's contractual obligations. I am also attaching a copy of the fixed assets as listed on the LLC balance sheet as of 12/15/10 as required by Paragraph 4.(a)(iv) of the Agreement. Also, please note that Lisa has estimated cash in the bank account will be around $5000-7000 at the time of closing.

Please provide a copy of these to Mr. Hudson.

Thanks,
Steve Lovell
757 869 6177



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Schedule for 4.(a)(iii)

Contracts/Obligations

Nature of Obligation	Term	Amount
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Textron Financial Corporation – 6 Golf Carts	Expires 5/15/11	$901.13 per month
Copy Machine Service Contract	Annual	$1,000.00/yr; Prepaid
Membership Agreements with ~720 members in The Big Water Lake Club .	Varies	
Agreement with John Johnston/ Motel Condominium to provide BWW Club Membership at $4,500.00 each upon the sale of each condominium	Ongoing - but Condo conversion project has run into trouble.	
Coast to Coast Franchise Agreement	Ongoing with option to terminate at any time	
Universal Guardian Acceptance 1) Servicing of BWR notes 2) Guarantee on BWR Notes purchased by Universal	Until Obligations of BWR Notes Purchased by Universal are fully paid	1) Universal is servicing ~$38,000 of BWR Notes, of which we expect to receive ~70% based on prior payment history. Universal is paid $4.00 per payment collected. 2) Balances owed on BWR Notes purchased by Universal total ~$20,650 as of 12/15/10 and Universal holds a reserve of ~$7000.

Fixed Assets		
Camp grills		1,282.07
Chevrolet 2500 Truck		4,032.00
Computer Software		3,777.67
Dish Network Equipment		5,500.00
Fitness Equip.		1,509.08
Furniture, Bedding, Dishes, etc		13,562.61
Home Entertainment System		2,024.82
Machinery & Equipment		
Golf Cart	1,460.45	
Lawn mower	10,443.80	
Pole Saw	668.68	
Radios	369.14	
Tractor	21,703.28	
Washer & Dryer	888.59	
Machinery & Equipment - Other	4,793.23	
Total Machinery & Equipment		40,327.28
Office Equipment		5,635.25
Picnic Tables		3,910.44
Playground Equipment		9,568.52
Refrigerator		756.91
Restaurant Equipment		10,000.00
Security Camera		1,701.69
Swimming pool furniture		3,967.61
Televisions		427.88
Toyota Scion car		3,608.69
Trailer		311.41
Total Fixed Assets		111,904.71

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Wilson, Mary Jean O.

From: Lisa Baxley <bigwater@ftc-i.net>
Sent: Wednesday, December 22, 2010 12:15 PM
To: 'Steve Lovell'
Subject: Document1
Attachments: Doc1.docx

Mr. Steve,

Attached is a list of the estimated payables for the month of January.

As far as an estimated bank balance on 12/30, I feel like there will be approximately $5,000 - $7,000 after all payroll and year end liabilities have been paid.

I will update this list if I have any changes.

Thank you,
Lisa

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Accounts Payable (Estimated)

January 2011

Workers Comp	688.00
Auto Insurance	190.00
Trash Pickup	500.00
Farmers Telephone	1,200.00
Electric	6,000.00
Cable TV	300.00
Textron – Golf carts	915.00
Fuel	500.00
Copier – optional (Annual)	1242.00
Pool supplies	300.00
Misc. Supplies, Repairs	1000.00
	$12,835.00



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EXHIBIT
108 Hutson
5.18.15 HR

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telinger, Brenda R.

From: MB Hutson <mbh4444@gmail.com>
Sent: Thursday, November 21, 2013 11:44 PM
To: Harper, Thomas; richuclark@tds.net
Subject: Re: letter for the county

#50

Good evening Tom. After re-reading your letter today I am convinced that your aim is to get me out of the Big Water Resort. I wish to remind you of a few things as follows:

1, I purchased Big Water Resort and own it. I have invested my own monies as well as monies that Big Water Resort has made (due to my wise and hard decisions with members) and many other good and wise decisions that Lisa Baxley never made or thought of.

2. Yes, I stated from the beginning to the Sellers that Big Water Resort as a campground could never pay what the Sellers are asking me to pay for the campground and few cabins that presently exist. Therefore, I have endlessly struggled to get the necessary approvals needed to have a subdivided property where monies could be derived to pay for the property and improvements as they stand today. Developing is the only way.

3. I can prove that I have gone about acquiring all necessary approvals in a professional manner and it has required me to deal with many issues, in some cases, more than I had expected. I have professional people helping me with this goal of division.

There is no question as far as I am concerned as to me having an equitable interest, an invested interest, ownership and other sources of real interest in Big Water Resort. I presently have a stupid (Franklins) lawsuit filed against me, Big Water, TLC Holdings for causing a teenage full of drugs to fall into his campfire that he made. I am told he cannot win such a suit. As you are aware, I have carried over $3,200.00 per month insurance protecting myself, Big Water Resort and TLC Holdings. I think that we all should stick together to defend and defeat this crazy unfair lawsuit.

5. I have worked very hard to get where I am regarding approvals based on many obstacles that has stood in my way. My agreement with the Sellers were clear, I needed the approvals. Should you not provide me with a simple letter supporting my zoning application, I will consider that an intention refusal which means that the Sellers refuse to support my application of which I need in order to pay them. This would be an contractual way to interfere and prevent my necessary approvals. I hate the delays worse than they for it cost me money, time and lost of income by me not closing as soon as possible.

I respectfully ask that you provide the letter like you promised to the County for unless you do, they will declare legal issues between TLC, myself and Big Water Resort stopping all future hearings or approvals while we fight among ourselves which benefits no one accept the Attorneys I ask and pray the Sellers don't take that road for it will cause years of delay. Assist me and let me finish the approvals and then the Sellers will see monies. It should not take very long for we have almost all drawings and verbal approvals needed. I will be happy for my engineer to call you to confirm what I am telling you. This process must be completed. Please let me do my work without fighting with me. I can't do both at the same time. Fighting will only cause damage to Big Water's reputation and will hurt business and income. No one needs that

*h Land, attorney located in Manning, stated to me that Clarenton County is most difficult to get anything approved they don't want any new develoment. It cost me money every month when I don't get full approval. Please be considerate and fair. Don't make things harder than they already are. Most of all, don't stop this process by not cooperation. This is not a good time to fight and drag this project out in court costing everyone. Please don't make this far most painful and especially during Christmas time. This process must complete. Getting the proper bonds, Buyers,

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preparing rules and many other issues such as cable and the internet for the new subdivision including Big Water Resort and each RV site and all new and existing cabins better equipped are just a few items being addressed.

I have a pending lawsuit against Black River for over charges (filed by Williams and Williams)and a petition file by another attorney against the State for accommodation taxes that we should not be paying. I am trying to cut down on the cost of over head in every way. Please provide the simply letter like you promised me and Maria Rose. If she finds out we are fighting, she will stop everything.!!!!! All of my drawings are 95 percent complete and much other work will be lost. Please don't.

I again ask that TLC is not foreclosed on for it will hurt me, the approval process, complicate the Franklin lawsuit and create other problems.

Respectfully

cc:

MB Hutson
Sent from my iPad

On Nov 21, 2013, at 4:17 PM, "Harper, Thomas" <THarper@wcsr.com> wrote:

> Mr. Hutson: After you and I talked this afternoon, I called and spoke with Maria Rose at the Clarendon County Planning Commission. She told me that I could have until end of the day tomorrow to get her the letter.
>
> Before I send the letter, I want to make sure we are all on the same page here. So please let me make a few observations.
>
> First of all, you told me again today that your plan to pay the purchase price to TLC is tied to the development of the property and the sale of units subdivided from it. Since Clarendon County is now making you start the process over, it is not possible for you to get all of the necessary permits and approvals done before December is over. In fact, the item on the December agenda for the Planning Commission is just a rezoning request, to permit single family residential uses on the property. If that's granted, there are a number of other approvals that will need to be obtained, in sequence, which will push any subdivision plat well into 2014.
>
> Your prior contract to purchase the property has lapsed because you did not close on the purchase by the outside date. And on our call just now, you told me that you were refusing to sign the amended and restated contract I sent you a few months ago, which would have let you buy it provided that closing happened by December 31, 2013, a date which we now know you cannot meet. I am not passing judgment or laying any blame on why that is the case. All I am saying now is that you and my client do not have a valid contract of purchase and sale, nor is there any "meeting of the minds" on the terms under which you could purchase the property. **Until there is a signed contract of sale, the prior contract having lapsed, you do not have the right to buy the property.**
>
> You told me that you think you can convince my client to let you buy it in 2014. That is, of course, fine if everyone agrees to it. But nobody's bound to agree to do that, and TLC is free to refuse. And what we cannot have is any confusion about what a letter from TLC to the Planning Commission means, nor can there be any argument that by sending in such a letter, TLC is implicitly giving you more time to buy the property.

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I am not saying whether TLC will or won't write the letter to the Planning Commission by the end of the day tomorrow. I need to speak with my client before I can send such a letter. But what I **am** saying is that we will not write that letter unless it is very clearly understood and acknowledged by you, in a document signed by you, that such a letter does not indicate any willingness or agreement by TLC to sell the property to you, nor does it evidence an extension or modification of the prior agreement between the parties, nor does it waive any existing defaults by you under the prior agreement. You will need to confirm that the prior agreement has lapsed, and that you have not made the rent payments that might extend the lease component of it on a month-to-month basis. (As Richard Clark emailed you last week, you have not paid the rents that would be owed for August-November of this year.)

All of those are things I mentioned to you back in October would be requirements of such a letter. You indicated back then you would be OK signing that. Until I received the requested proof of insurance, there wasn't a need to document that. Now that you've sent the insurance, I will talk with my client about preparing that letter, and be in touch. Thank you.

Tom

From: Mb Hutson [mailto:mbh4444@gmail.com]
Sent: Wednesday, November 20, 2013 4:14 PM
To: Harper, Thomas; richuclark@tds.net
Subject: Fwd: POLICY-Big Water Resort, BWR, INC DBA / Policy #: PAC7045167

Sent from my iPhone

Begin forwarded message:

> **From:** Kelly Jones <kelly-jones@leavitt.com>
> **Date:** November 20, 2013 at 4:09:47 PM EST
> **To:** <mbh4444@gmail.com>
> **Subject: POLICY-Big Water Resort, BWR, INC DBA / Policy #: PAC7045167**
>
> Please see attached 2013-2014 Insurance Policy. If you have any questions please contact Ali at 1-800-525-2060 ext 4340. Thank you and have a great day.
>
> *Kelly W. Jones*
> Leavitt Recreation & Hospitality Insurance
> 942 14th Street
> Sturgis, SD 57785
> 605-423-4342
> 800-525-2060 Ext 4342
> 866-465-2797 Fax
>
> **I will be out of the office on Monday November 25th through Wednesday the 27th. The office will be closed for the Thanksgiving Holiday November 28th & 29th, if you need assistance please contact the main line at 1-800-525-2060.**

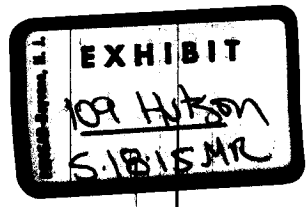
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FROM THE DESK OF

M B HUTSON

#51

December 19, 2013

Mr. Steve Clark
TLC Holdings
3124 Great Wood Way
Knoxville, TN 3792

Dear Mr. Clark and Mr. Lovell:

In December, 2010, I purchased Big Water Resort (BWR) from TLC, Holdings with the determination, desire, and dreams of turning around BWR to a break even or possibly even a profitable business based on the fact that TLC, Holdings, in your words, "was not making any money." At that point in time, I had never seen any of the membership contracts.

Once arriving, all contracts were carefully reviewed. To my surprise, BWR, which was, in fact, TLC, Holdings, had entered into contracts which promised multiple lifetimes of free camping, free electricity, free water, free sewerage, free pool use, free use of the club house, and other amenities on a gratis basis. I had no idea that BWR was being subsidized by TLC, Holdings, in the range of three to four hundred thousand dollars per year ($300,000 - $400,000/year).

During the first meeting with both of you, in Tennessee, and prior to viewing the contracts, I strongly indicated that at least half of the property needed to be developed and sold off. The reason to develop was simple. If BWR was not making any money, it would be impossible to pay six million dollars ($6,000,000), for where would the money come from?

I began to raise rates based on the membership contracts' allowances, but am limited as to how much increase could fairly, and rightfully be accomplished while attempting to honor all contracts which were signed back in 2002 and 2003 with TLC, Holdings, long before I arrived or even knew about BWR.

In addition, I was ill-advised, during the initial meeting with the two of you, TLC, Holdings, regarding the existing sewer line. You told me that it was in place on the edge of the property, but it was not disclosed that this one and only sewer line was clouded with a moratorium preventing anyone from using or connecting to that line no matter how much one would pay to do so. This failure to disclose is fraudulent. Once I discovered that, I went to the City of Summerton which controls that sewer line, and asked if TLC, Holdings was aware of that problem. The City and Water

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Department furnished to me a letter that TLC, Holdings had written to the town of Summerton back in 2003, requesting to tie into that sole sewer line. They also showed me the city's response, via letter to TLC, Holdings indicating that the referenced sewer line could not, and perhaps could never, be used or tied into. That news stopped me in my tracks from any development, including the submittal of any proposed drawings, for no applications would be accepted by Clarendon County without the availability of sewer. This act of non-disclosure is both fraudulent and evidence of TLC, Holdings' "failure to perform" (see contract article 4, page 2).

Next, it was brought to my attention that the cost of electricity was outrageously high, costing BWR over one hundred thousand dollars ($100,000) per year. That outrageous charge was caused by an inflated service rate (which incidentally was illegal) and resulted from the direct actions of TLC, Holdings which TLC Holdings failed to disclose to me at or after the sale of BWR to me. TLC, Holdings' refusal to pay for underground wire service back when the park was developed some ten or eleven years ago was the source of the rate inflation above and beyond the industry rate. I contacted TLC, Holdings and Black River Electric attempting to find out why the rates were so high, for BWR could not afford to pay the exorbitant electric bills. TLC, Holdings never admitted or owned up to knowing about nor having directly caused the problem. This is not only fraudulent, but TLC, Holdings refused to assist me in correcting the problem and refused to assist me in recouping my losses which was a direct cause of their action and is another example of TLC, Holdings' "direct failure to perform"(see contract article 4, page 2). Later, after much aggravation, investigations, and expenses on my part, and threats , the CEO of Black River Electric finally contacted me and told me the truth by confessing. At that point, I tried, for over a year, to negotiate a refund from the power company and finally had to file a lawsuit to try to recover the monies lost due to TLC, Holdings' lack of paying for the wiring and non-disclosure of the rate increase. According to the CEO, he confessed that he had hiked the rate of electricity, including the years that I had ownership of BWR due to TLC, Holdings' unwillingness to pay the electric company for the cost of the underground wiring, when in fact, TLC, Holdings had actually requested that the wiring be underground and promised to pay the power company for that additional service. Once the installation was completed, the CEO stated that TLC, Holdings refused to pay for that underground installation of wiring.

I wish to remind you that in the first contract, signed to purchase the property, strangely, I was required to install paved streets in the existing park within seven (7) months after purchasing the business (BWR) and to start running sewer lines. Please notice that with a moratorium on the sewer lines, which TLC, Holdings was provably aware of, it was impossible for me to do as you do not pave until the sewer lines are installed and the undisclosed moratorium is another example of TLC, Holdings'

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"failure to perform" (see contract article 4, page 2) due to non-disclosure at, or even after, selling me the BWR business.

Back in 2001, and under the contract, I had the right to purchase, at a per acre release, property and attempted to by contacting TLC, Holdings, asking to release, with payment, but was told by TLC, Holdings that they were unable to release property based on an on-going law suit and clouded title which included a lien against the property prohibiting me from buying portions as outlined in the contract. This again hurt and interfered with the beginning of the development process, in which I lost money, while TLC, Holdings was desperate to sell, but despite signing a contract to sell, was legally unable to do so. This is yet another example of TLC, Holdings' "failure to perform" (see contract article 4, page 2).

IN the last eight (8) months, TLC, Holdings visited my cabin at BWR to inform me that they were going to file a foreclosure against TLC, Holdings using their newly established "Deuce, LLC". Please take a second to understand that the same individuals who own TLC, Holdings, own "Deuce, LLC". I was told by TLC, Holdings that this was being done for two reasons:

1) due to the fact that TLC, Holdings knew that the property would not appraise for six million dollars, "Deuce,LLC" would foreclose on TLC, Holdings, who currently owns title to the property now occupied by the BWR, and buy it back under this new corporation ("Deuce, LLC") for half of six million, or three million dollars ($3,000,000), and subsequently cause the taxes to go down on the property. In my opinion, this action is fraudulent.

2) Another reason to foreclose on TLC, Holdings, was stated to rid themselves (Lovell and Clark) of TLC, Holdings' third problematic partner (Thigpen).

3) In addition,"Deuce, LLC" foreclosing on TLC, Holdings, would distance the sellers (owners of TLC, Holdings) from any liability in an on-going law suit filed by Tammy Franklin during 2013, regarding her son being injured in a campfire.

I strongly indicated to TLC, Holdings (sellers) my concerns for if "Deuce, LLC" forecloses on TLC, Holdings while I am actively attempting to finalize my approvals with Clarendon County Planning Commission, that it would totally disrupt the process as the Planning Commission has rules prohibiting approvals when any litigation is on going. This would be further interference, and yet another "TLC's failure to perform" (see contract article 4, page 2).

Most important of all is the contracts that TLC, Holdings prepared and entered into with approximately 1500 people (members) which were completely fraudulent due to the following:

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1) Sellers promised to each member that they could, in fact, camp with their RV for free for approximately 270 days out of each year, which would cost BWR more money than BWR could pay

2) These contract provided that the members had complete use of all facilities located within BWR "for free" for an entire lifetime plus one additional lifetime (their children). This equates to approximately ninety (90) years.

3) The contracts allow for minor cost increases, but in no way shape or form would or could BWR/ TLC Holdings be able to sustain such an outflow of expenses (benefits outlined above) with such little income (approximately $300 per year dues per family).

4) You, as developing owners of TLC, Holdings, who sold those contracts, suggested to me that you (TLC, Holdings) were losing too much money and this theory of "selling memberships" could not, and, in fact, would not work out. You suggested, or insinuated, at that time (after I bought the Big Water Resort (business)), that perhaps the best thing to do was to close the campground and start over with a new corporation, ridding the owner of all existing members, who had, incidentally paid over five million dollars ($5,000,000) to "join."

5) Once I got a copy of a deposition that you, Steve (Lovell), gave to First Citizens in which you stated under oath that BWR was losing between $300,000 to $400,000 per year and you were tired of supplementing BWR so you were happy to sell me the business where I could start taking the financial loss.

Therefore, based on the above, and other unmentioned acts and concerns caused directly by TLC, Holdings, including the way contracts were drawn by TLC Holdings and their attorneys, I have reached the conclusion that approximately 1,500 contractual members who invested monies that went to TLC Holdings, is and was fraudulent, dishonest, theft, and acts of racketeering for both of you, as successful businessmen, had to reasonably know that their was no way that BWR and TLC, Holdings could ever honor those 1,500 contract for two lifetimes which amounts to approximately ninety (90) years. Further supporting this is that the two of you did not want to get caught up in a class action lawsuit for failure to comply with the membership contracts and the spirit of the contract on the date of the sale. This was nothing more nor less than a scam.

Now, I find myself being evicted because I have not closed property and paid millions of dollars to you (TLC, Holdings). This is caused by my having to move at a pace no faster than what Clarendon County would move. In addition, letters prepared by your attorney, and sent to Clarendon County Planning Commission, overstressed in a

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negative way, my efforts to move quicker to get the approvals for development. Based on complicated, one-sided contracts that I have had with you, slanted in your favor, I have reached a conclusion, that unless this matter is resolved today, to file for chapter eleven in hopes that a federal judge will make the contract more comfortable and also join together with approximately fifteen hundred members (1,500) in an attempt to recover everyone's initial investment payment, for I have been scammed, as well as the others. After today, I will move in various directions to try to clean up this mess, which you (TLC, Holdings) have in large part created, unless something can be worked out. It appears that you, the members of TLC, Holdings, are dishonest, calculating, and hold little regard for other humans. If you wish to call me bad names, please do. For the real truth is reflected in the membership contracts as well as the contracts you prepared and I have signed with you (TLC, Holdings).

I have called Tom Harper, your attorney, several times this week for a sit down conference and he has refused. He says that he will only speak to an attorney of which I will not have until, perhaps, after today. My plans are to have one lawyer handle one serious issue and another attorney handle my eviction issue. Apparently, the two of you refuse to accept reality. You have pushed me into a corner and you will find that this might be very financially costly before it is all said and done. As you both know, I have completed ninety-eight percent (98%) of the engineering work. It is estimated by my engineer that three to five months or less would complete all approvals.

Sincerely yours,

MB Hutson

cc: Tom Harper, Attorney

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EXHIBIT
110 Hutson
5-18-15 KH

Big Water Lake Club
5215 Dingle Pond Road
Summerton, SC 29148

Invoice Number 0329400848

PLEASE PUT YOUR INVOICE NUMBER ON THE LOWER LEFT HAND CORNER OF YOUR CHECK AND MAIL IT WITH THE WHITE COPY OF THE INVOICE

Invoice Date	Salesman	Terms
8/18/10	Barry & Donna Lowe	Payment to be mailed to FL within 10 days

Establishment	Amount
Big Water Lake Club Resort	510.00
Discount If Balance Rec'd By	-60.00
Ad Cost	450.00
Amt. Paid This Date	.00
BALANCE DUE IF PAYMENT REC'D BY	450.00
BALANCE DUE IF PAYMENT REC'D AFTER	0

CUSTOMER SIGNATURE

MAKE ALL CHECKS PAYABLE TO: SOUTHEAST PUBLICATIONS USA, INC.

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1548

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STATE OF TENNESSEE, COUNTY OF RHEA

Case No. 2011-CV-437

To Any Lawful Officer To Execute and Return: Summon MORRIS BEACH HUTSON a/k/a MORRIS HUDSON a/k/a M. B. HUDSON

CIVIL SUMMONS

To appear before the General Sessions Court of Rhea County, Tennessee. To be held in the General Sessions Court Room (Court Room) at 1475 Market Street, Dayton, Rhea County, Tennessee 37321 (Address) on the 8th day of Aug, 2011 at 9:00 a.m., then and there to answer in a civil action brought by Andrew F. Tucker for breach of contract resulting from unpaid Attorney's fees as provided in the retainer agreement, plus court costs, reasonable attorney's fees and pre and post judgment interest, all in an amount under $25,000.00.

Under $25,000.00

ANDREW F. TUCKER
Plaintiff

385 2ND AVENUE, SUITE I, DAYTON, TN 37321
Address

(423) 570-0506
Phone

vs.

MORRIS BEACH HUTSON, a/k/a MORRIS HUDSON a/k/a M.B. HUDSON, and GREENLANE HOLDINGS, INC., c/o M.B. HUDSON (serve through Secretary of State)
Defendant

5215 DINGLE POND ROAD, SUMMERTON, SC 29148
Address

BIG WATER RESORT, LLC, James C. Thigpen, Registered Agent (serve through Secretary of State)
Defendant

5215 DINGLE POND ROAD, SUMMERTON, SC 29148
Address

JUDGMENT

Judgment for _____

Against _____

For $_____ plus interest at the rate of _____% and cost of suit, for which execution may issue.

Judgment entered by: ☐ Default ☐ Agreement ☐ Trial

Dismissed: ☐ Without Prejudice ☐ With Prejudice

Costs taxed to: ☐ Plaintiff ☐ Defendant

Defendant(s)_____

in court and admitted to jurisdiction of court. This the _____ day of _____, 20____.

_____, Judge Division_____

CIVIL SUMMONS
Court of General Sessions
Jamie Holloway, Clerk

By E Miller, Deputy Clerk

Issued 6-7-11, 20____.

Set for Aug. 8, 2011 at 9 A.M.

Reset for _____

ORDER

This the _____ day of _____, 20_____.

_____, Judge

Served Upon ☐ All Named Defendants
☐ All Defendants

Except: _____

Served _____, 20____.

Sheriff/Constable (Process Server)

Andrew F. Tucker, Esq.
385 2nd Avenue, Suite I, Dayton, Tennessee 37321
Attorney for Plaintiff
Telephone (423) 570-0506

Attorney for Defendant
Telephone _____

STATE OF TENNESSEE RHEA COUNTY
I, the undersigned Circuit Court Clerk, do hereby certify that this is a true and correct copy of the original of this instrument filed in this cause.

This 7th day of June, 2011
James Holloway, Esq
CIRCUIT COURT CLERK

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SECRETARY OF STATE

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5.18.15SR

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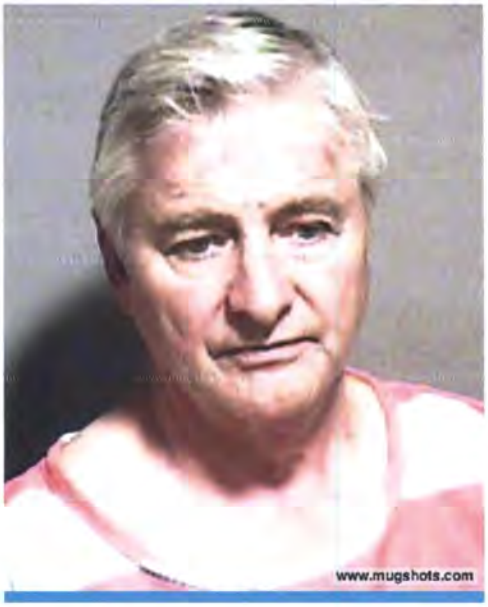
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Morris Hutson

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Who is Morris Hutson? Was Morris Hutson arrested? When was Morris Hutson arrested? What was Morris Hutson arrested for?

Morris Hutson was booked in Marion County, FL on 8/17/2006 at 12:53.

The following Official Record of Morris Hutson is being redistributed by Mugshots.com and is protected by constitutional, publishing, and other legal rights. This Official Record was collected from a Law Enforcement agency on 7/25/2012.

Mugshots.com ID: 20140667
First Name: MORRIS
Middle Name: *N/A*
Last Name: HUTSON
Birth date: [redacted]
Race: W
Gender: M
Eye Color: BLU
Hair Color: GRY
Height: 5' 9" (1.75 m)
Weight: 180 lb (82 kg)
Booking Number: 0600031497
Inmate ID: A0100139
Active Status: N
Booking Date: 8/17/2006 at 12:53
Release Date: 9/01/2006 at 09:41

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5-18-15 MR
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1553

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Arrest or booked: An arrest is the act of depriving a person of his or her liberty usually in relation to the purported investigation or prevention of crime and presenting (the arrestee) to a criminal justice system. The term is Anglo-Norman in origin and is related to the French word arrêt, meaning "stop".

The question whether the person is under arrest or not depends not on the legality of the arrest, but on whether the person has been deprived of personal liberty of movement. Including b stop, citation issuance or initial investigation of alleged crime scene.

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The mere questions and/or reports presented on this website about a possible arrest of a person are not an implication of an actual arrest.

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CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

APR 0 8 2011

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

EXHIBIT
113 Hutson
5.18.15 MR

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is BIG PARK MANAGEMENT, INC

2. The initial registered office of the corporation is 5215 DINGLE POND ROAD (Street Address)

SUMMERTON	CLARENDON	SOUTH CAROLINA	29148
City	County	State	Zip Code

and the initial registered agent at such address is SHARON E. WHITE (Print Name)

I hereby consent to the appointment as registered agent of the corporation:

Sharon E. White
Agent's Signature

3. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:

a. ☑ The corporation is authorized to issue a single class of shares, the total number of shares authorized is 1,000.

b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows:

4. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended) _____

110408-0238 FILED: 04/08/2011
BIG PARK MANAGEMENT, INC
Filing Fee: $135.00 ORIG

Mark Hammond South Carolina Secretary of State

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BIG PARK MANAGEMENT, INC
Name of Corporation

5. The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended).

6. The name, address, and signature of each incorporator is as follows (only one incorporator is required):

a. SHARON E. WHITE
Name

5215 DINGLE POND RD, SUMMERTON, SC 29148
Address

Sharon E. White
Signature

b. _____
Name

_____
Address

_____
Signature

c. _____
Name

_____
Address

_____
Signature

7. I, RONALD L. NESTER, SR, an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date MARCH 30, 2011

Ronald L. Nester Sr
Signature

RONALD L. NESTER, SR.
Type or Print Name

P. O. BOX 349
Address

SANTEE, SC 29142

(803) 854-4484
Telephone Number

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The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

BIG PARK MANAGEMENT, INC,

a corporation duly organized under the laws of the State of South Carolina on April 8th, 2011, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 8th day of April, 2011.

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

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(f) (803) 478-3549

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-29-2011

Employer Identification Number:
45-1211777

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BIG PARK MANAGEMENT INC
5215 DINGLE POND RD
SUMMERTON, SC 29148

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 45-1211777. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	07/31/2011
Form 940	01/31/2012
Form 1120	03/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

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(IRS USE ONLY) 575A 03-29-2011 BIGP B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) - Best Time to Call

DATE OF THIS NOTICE: 03-29-2011
EMPLOYER IDENTIFICATION NUMBER: 45-1211777
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

BIG PARK MANAGEMENT INC
5215 DINGLE POND RD
SUMMERTON, SC 29148

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BOARD OF DIRECTORS
ORGANIZATIONAL MEETING
for
BIG PARK MANAGEMENT, INC.

The first meeting of the Board of Directors of Big Park Management, Inc. held at 631 Bass Drive, Santee, SC 29142 on May 5, 2011, at 2:36 p.m.

Sharon E. White, as a Director named by the incorporator, was present and acted as temporary chairman of the meeting.

A copy of the Articles of Incorporation, the original of which had previously been filed in the Office of the Secretary of State of South Carolina, was presented and ordered filed with the minutes of this meeting.

The Bylaws proposed by the incorporators were presented and adopted as the corporation's Bylaws and ordered filed with the minutes of this meeting.

The following corporate officers were appointed and their terms set at one year or until their successors are elected and qualified: Sharon E. White, President and Secretary. The officers immediately assumed the duties and responsibilities fixed by the Bylaws.

A specimen certificate in the form filed with these minutes was exhibited and was unanimously adopted as the form of certificate for shares of common stock of this corporation.

There being outstanding no offering of the corporation to sell or issue any of its stock, the appropriate officer was directed to offer for sale, sell, and issue up to but not more than Ten (10) shares of the corporation's common stock at a price of Ten and 00/100th Dollars ($10.00) per share. Shares offered for sale shall be issued in exchange for consideration consisting of any tangible or intangible property or benefit to the corporation, including cash, promissory notes, services performed, written contracts for services to be performed, or other securities.

The corporation received the following offer to buy stock: Sharon E. White an offer to buy Ten (10) shares at Ten and 00/100 Dollars ($10.00) per share. The offer was accepted, and the corporation was authorized to cause the issuance to Ten (10) shares and to Sharon E. White, Ten (10) shares of fully paid and non-assessable common stock upon receipt of the agreed subscription price.

The law firm of Nester & Jackson, P. A., of Santee, South Carolina, was appointed registrar of the corporation and was directed to take and maintain custody of all unissued share certificates of the corporation, and, when authorized from time to time by resolution of the Board of Directors, to deliver, without signing or endorsing, share certificates to the Secretary for issuance. The registrar shall record in the corporate stock book the issuance of each share certificate and shall keep a record of the corporation's shareholders in accordance with South Carolina law. The corporation will indemnify the registrar against liability for any act done by him in good faith in reliance upon a resolution of the Board of Directors.

There being no further business, the meeting adjourned.

Sharon E. White, Director

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BYLAWS

of

BIG PARK MANAGEMENT, INC.

ARTICLE I
Office

The office of the corporation shall be located at 5215 Dingle Pond Road, Summerton, South Carolina, 29148.

ARTICLE II
Meetings of Shareholders

Section 1. Time, Place, and Notice of Annual Meetings.

The first annual meeting shall be held at the corporate office on February 15, 2012, at 10:00 a.m., and subsequent annual meetings shall be held on the second Tuesday in February, or if this should be a legal holiday, then on the next business day at the time and place stated in the notice of the meeting. Written notice of the annual meeting shall be given personally or by mail to each shareholder not less than ten (10) days nor more than sixty (60) days prior to the meeting. Attendance of a shareholder at a meeting shall constitute waiver of notice.

Section 2. Special Meetings.

Special meetings may be called by the President or by any member of the Board of Directors, and written notice stating the time and place of the meeting, the purpose for which it is called, and by whom it is called shall be given personally or by mail to each shareholder not less than ten (10) days nor more than sixty (60) days prior to the meeting. Attendance of a shareholder at a meeting shall constitute a waiver of notice. The corporation shall hold a special meeting if the holder of at least ten percent (10%) of all votes entitled to be cast sign, date, and deliver to the corporation's secretary one (1) or more written demands for the meeting describing the purpose for which it is to be held.

Section 3. Quorum.

The presence, whether in person or by representation by a proxyholder, of the holders of a majority of the shares of the corporation issued, outstanding, and entitled to vote shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 4. Voting.

Each shareholder having the right to vote may vote in person or by proxy and shall be entitled to one (1) vote for every share of stock standing in his or her name on the books of the corporation. Elections of directors and other matters shall be decided by a majority of the shares present and voting.

Section 5. Informal or Irregular Action by Shareholders.

Action taken at any meeting of the shareholders, however called and with whatever notice, if any, shall be deemed action of the shareholders taken at a meeting duly called and held on proper notice if

(A) All shareholders entitled to vote at the meeting are present in person or by proxy, and no shareholder objects to holding the meeting; or

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(B) If a quorum is present either in person or by proxy, no one present objects to holding the meeting, and each absent person entitled to vote at the meeting signs, either before or after the meeting, a written waiver of notice, or consent to the holding of the meeting, or approval of the action taken as shown by the minutes. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Action required or permitted to be taken by shareholders may be taken without a meeting is a written consent, setting forth the action so taken, is signed by the holders of all outstanding shares entitled to vote on such action and is filed with the secretary of the corporation as part of the corporation records.

ARTICLE III
Board of Directors

Section 1. Number and Tenure.

The Board of Directors shall initially consist of the person or persons named in the Articles of Incorporation who shall serve until the first annual meeting of shareholders or until successors are elected and qualified. Directors shall subsequently be elected at the annual meeting of the shareholders, and each director shall serve for the term of one (1) year or until a successor is elected and qualified.

Section 2. Vacancies.

If any vacancy occurs in the Board of Directors by reason of the death, resignation, retirement, incapacity, or removal of any director, the vacancy may be filled by a majority of the remaining directors, even though less than a quorum, or by a sole remaining director, and the new director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor.

Section 3. Meetings.

Regular meetings may be held without notice at such time and place as may be agreed upon by the Board of Directors. Special meetings may be called by the President or a Director upon at least two (2) days' notice to the members of the Board of the date, time, and place of the special meeting. A majority of the directors then in office shall constitute a quorum for the transaction of business at all meetings, and all matters shall be determined by a majority of the directors present and voting. Regular or special meetings may be conducted through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is considered to be present in person at the meeting. Attendance by a director at or participating in a meeting waives any required notice to him of the meeting unless the director at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4. Powers.

The Board of Directors shall manage the business and affairs of the corporation and shall exercise general supervision and control over the corporate officers. The directors shall have authority to issue from time to time any part or all of the authorized but unissued shares and to determine the terms and conditions upon which, and the consideration for which, the corporation shall issue such shares. The directors shall also have the authority to declare from time to time and to have the corporation pay dividends on its outstanding shares in cash or property, which may include its own authorized but unissued shares.

Section 5. Informal or Irregular Action by Directors.

Action taken without a meeting by a majority of directors shall be deemed action of the Board of Directors if

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(A) The directors own all of the corporation's outstanding shares of stock, and all directors know of the action taken, and no director makes prompt objection; or

(B) All shareholders know of the action taken, and no shareholder makes prompt objection; or

(C) The directors take informal action pursuant to a custom of the corporation known generally to its shareholders, and all directors know of the action taken, and no director makes prompt objection.

Section 6. Compensation.

Directors, as such, shall not receive any salary for their services, but nothing shall preclude any director from serving the corporation in any other capacity in which he may receive compensation from the corporation.

ARTICLE IV
Officers

Section 1. Number.

The officers of the corporation shall be a President, Vice President, Treasurer and Secretary. Any two (2) or more offices may be held by the same person. The officers shall have the authority, powers, duties, and responsibilities provided by these Bylaws, or, to the extent not so provided, by the Board of Directors.

Section 2. Tenure, Removal, and Vacancy.

All officers shall be appointed by the Board of Directors and shall hold office for such terms as may be prescribed by the Board. Any officer may be removed at any time with or without cause by the Board. If an office becomes vacant for any reason, the Board of Directors shall fill such vacancy, and any officer so appointed shall serve for the unexpired term of his or her predecessor.

Section 3. Compensation.

The compensation of all officers shall be fixed by the Board of Directors from time to time.

Section 4. President.

The President shall preside at all meetings of the stockholders and Board of Directors and shall see that all orders and resolutions of the Board are carried into effect. He shall be the corporation's principal executive officer and shall exercise general supervision and control over the other officers and over the agents and employees of the corporation.

Section 5. Vice President.

The Vice President shall preside in the absence of the President at all meetings of the stockholders and of the Board of Directors and shall assist the President in seeing that all orders and resolutions of the Board are carried into effect.

Section 6. Secretary.

The Secretary shall keep the minutes of all directors' and stockholders' meetings, give notices of the meetings, and keep correct and complete all the nonfinancial records of the corporation.

Section 7. Treasurer.

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The Treasurer shall be the fiscal officer of the corporation and the custodian of its funds and property. He or she shall cause to be prepared an annual balance sheet and a profit and loss statement and shall keep correct and complete all the financial records of the corporation.

Section 8. Authorized Signatures.

Either the President or the Vice President together with the Secretary or the Treasurer shall sign all deeds, bonds, mortgages, contracts, notes, orders, and any other official instruments on behalf of the corporation, with the exception of certificates of stock, provided such documents and the transactions evidenced by the documents are authorized, prior to the execution thereof, by the Board of Directors.

ARTICLE V
General Provisions

Section 1. Share Certificates.

The certificates for shares of the corporation shall be in the form approved by the Board of Directors and shall be numbered consecutively, and their issue shall be recorded in the corporate stock book.

Section 2. Resolution and By-law regarding Sharon E. White

The stockholders and members of the Board of Directors of Big Park Management, Inc. agree that said corporation is now and shall be in the future prohibited from taking any action whatsoever that would be detrimental to the personal financial interest of Sharon E. White. The intention of this By-law is that this corporation, Big Park Management, Inc., can never be used in any way or manner that would be contrary to or against the best interest of Sharon E. White, and furthermore any such action by said corporation would be void and of no legal force or effect.

Section 3. Fiscal Year.

The fiscal year of the corporation shall be from January 1 to December 31.

Section 4. Checks and Drafts.

Checks and drafts drawn on bank accounts in the corporate name shall be signed as indicated on the bank's signature card.

ARTICLE VI
Amendments

These Bylaws may be amended or repealed, or new Bylaws adopted, at any regular or special meeting of the Board of Directors, subject always to the right of shareholders to adopt, amend, or repeal Bylaws at any regular or special meeting.

The undersigned, being all the members of the Board of Directors of Big Park Management, Inc. and all the shareholders thereof, hereby certify that the foregoing Bylaws were unanimously adopted at the organizational meeting of the Board of Directors on May 5, 2011.

Sharon E. White, Director

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)

AGREEMENT OF SALE AND PURCHASE OF COMPANY TO BE FORMED

THIS AGREEMENT OF SALE AND PURCHASE OF COMPANY TO BE FORMED (hereinafter "Agreement") is made and entered into this 8th day of April, 2011, by and between **M. B. Hudson** (hereinafter "Purchaser") and **Sharon E. White** (hereinafter "Seller").

WHEREAS, Seller is in the process of forming a new South Carolina corporation to be named Big Park Management, Inc., which will work with Big Water Resort, LLC in connection with the processing of credit card charges for goods and services rendered to customers of the Big Water Resort located near Santee, South Carolina, and

WHEREAS, M. B. Hudson, owner of the Big Water Resort, LLC, desires to purchase said new corporation,

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Seller agrees to complete, execute and deliver to the Secretary of State of South Carolina all documents necessary to ensure the formation of the proposed corporation to be named: Big Park Management, Inc. (It being understood that Purchaser will actually be the one to deliver said documents to the office of the Secretary of State in Columbia, South Carolina and pay all costs and expense associated with the formation of said corporation.)
2. Immediately upon the formation of the said corporation, Seller agrees to transfer and assign to Purchaser a one hundred percent (100%) interest in all of the outstanding stock interest in Big Park Management, Inc. as evidenced by Seller's execution of the attached assignment of stockholder interest.
3. Purchaser agrees to purchase such stockholder interest of Seller for the total consideration in the amount of Ten Thousand and 00/100 Dollars ($10,000.00) which shall be paid in eleven (11) monthly payments in the amount of $833.33 and a final monthly payment in the amount of $833.37. The first monthly payment shall be made upon official formation of the proposed corporation, i.e. the filing of the Articles of Incorporation with the Secretary of State, and the approval of the credit card processing company of charges submitted by or through Big Park Management, Inc. on behalf of Big Water Resort, LLC. Subsequent monthly payments will be made every thirty days thereafter, subject to a ten (10) day grace period, until all twelve payments have been made.

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4. Seller does hereby warrant and represent to the Purchaser as follows: That she will be the sole owner of the stockholder interests that are the subject of this Agreement, and that she will have the full right, power and authority to enter into this Agreement. That there are no options, contracts, causes, commitments, warrants, right or demands of any kind relating to the stockholder interests that are the subject of this Agreement.
5. In addition to transferring to the Purchaser all of her interest in the corporation to be formed, Seller also agrees to open a bank account in the name of Big Park Management, Inc. with the First Citizens Bank of Orangeburg, South Carolina, Bank Account Number 11002 3493701 which will be used in the processing of credit and debit purchased at the Big Water Resort. Seller agrees that said account Seller will be kept open for at least 60 months from the date of the execution of this agreement. Seller agrees that she will authorize Lisa Baxley, or some other person designated by M. B. Hudson, to have signing authority over this account so that funds can be transferred from this account to the Big Water Resort, LLC bank account. Additionally, Seller acknowledges that all of the funds being placed into this Big Park Management, Inc. bank account established by Seller are the property of Big Water Resort, LLC, and Seller agrees that she will not transfer any funds out of this account under any circumstances without the written consent of M. B. Hudson.
6. Seller understands and agrees that from time to time her cooperation and assistance may be needed in order for the business relation between Big Park Management, Inc. and Big Water Resort, LLC to function to acceptable business standards. Consequently, for a period of thirty sixty (36) months from the date of the execution this agreement, Seller agrees to render periodic consulting assistance at the request of the Purchaser provided however reasonable compensation would be paid to Seller for any time spent beyond 300 hours over the thirty sixty (36) month period and Seller would be reimbursed for all expenses she incurred in the rendering of such services. If Purchaser sells Big Park Management, Inc. before the thirty six (36) month period expires, the credit card company will be terminated and the Seller's obligations under this Agreement will be terminated.
7. Purchaser agrees that as long as Seller does what she is obligated to do under the terms and conditions of this agreement and she does this in a reasonable manner, Purchaser agrees to indemnify and hold Seller harmless from and against all claims, actions, demands and suits, including the costs thereof, arising out of or in connection with this agreement from the date of the execution of this agreement through the date of the termination of this agreement.
8. Purchaser and Seller also agree to work together after Big Park Management, Inc. has been formed to put into effect corporate

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resolutions and by-laws which will insure that Big Park Management, Inc. can never be used in any manner against the personal interest of the Seller, and Purchaser agrees that such corporate resolutions and by-laws will continue in full force and effect even after all of the stock in said corporation is sold to Purchaser. Additionally, Seller agrees that Big Park Management, Inc. will be used exclusively for the processing of credit cards for Big Water Resort and for no other purpose without the prior written consent of Seller.

9. Purchaser hereby acknowledges that the purchase price to be received by the Seller is to be a net/net price; that is to say, all costs and expenses associated with this transaction, past, present or future, including the legal cost associated with the formation of the proposed new corporation and this agreement are to be paid by the Purchaser.
10. This Agreement shall be binding and inure to the benefit of the respective parties hereto, their successors, heirs, assigns, executors, administrators and legal representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Seller

Sharon E. White

Purchaser

M. B. Hudson

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STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)

ASSIGNMENT

For value received, I, Sharon E. White, residing at 688 Alexander Dr. orangeburg South Carolina, hereby sell, assign and transfer unto M. B. Hudson, residing at 5215 Dingle Pond Rd, Summerton, Summerton, South Carolina, all of my right, title and interest in and to all of the stock I own in Big Park Management, Inc, i.e. Ten (10) shares of common stock in said corporation which represents all of the issued and outstanding stock of Big Park Management, Inc. This assignment of stock is in keeping with the Agreement of Sale and Purchase of Company to Be Formed that was executed between me and M. B. Hudson on April 8, 2011. Additionally, upon the effective date of this assignment as noted below, I do irrevocably constitute and appoint Ronald L. Nester, Sr. as attorney to transfer the stock on the books of the within named corporation from my name to the name of M. B. Hudson with full power of substitution in the premises.

Dated, May 5th, 2011
Orangeburg, South Carolina

Sharon E. White

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CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

FEB 28 2011

Mark Hammond

SECRETARY OF STATE OF SOUTH CAROLINA

EXHIBIT 114 +V130M 5-18-15MR

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is BWR, Inc.

2. The initial registered office of the corporation is 631 BASS DRIVE (Street Address)

SANTEE, ORANGEBURG COUNTY, SOUTH CAROLINA 29142
(City) (County) (State) (Zip Code)

and the initial registered agent at such address is RONALD L. NESTER, SR. (Print Name)

I hereby consent to the appointment as registered agent of the corporation:

Ronald L. Nester, SR
Agent's Signature

3. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:

a. ☑ The corporation is authorized to issue a single class of shares, the total number of shares authorized is 1,000.

b. ☐ The corporation is authorized to issue more than one class of shares:

Class of Shares	Authorized No. of Each Class

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows:

4. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended) _____

110228-0094
BWR, INC.

FILED: 02/28/2011
Filing Fee: $135.00 ORIG

Mark Hammond
South Carolina Secretary of State

1570

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BWR, Inc.
Name of Corporation

5. The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended).

6. The name, address, and signature of each incorporator is as follows (only one incorporator is required):

a. RONALD L. NESTER, SR.
Name

631 BASS DRIVE, SANTEE, SC 29142
Address

Signature

b.
Name

Address

Signature

c.
Name

Address

Signature

7. I, RONALD L. NESTER, SR., an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date FEBRUARY 288, 2011

Signature

RONALD L. NESTER, SR.
Type or Print Name

631 BASS DRIVE
Address

SANTEE, SC 29142

(803) 854-4484
Telephone Number

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The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

BWR, INC.,

a corporation duly organized under the laws of the State of South Carolina on February 28th, 2011, and having a perpetual duration unless otherwise indicated below, has as of the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that it is subject to being dissolved by administrative action pursuant to section 33-14-210 of the South Carolina Code, and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 28th day of February, 2011.

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

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1350

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

COPY

INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 9/7/10)
3134

Office Use Only

▶ File Number _____ ▶ ENDING PERIOD _____ Month _____ Year SID Number _____

Date "Application for Charter" filed with Secretary of State _____ For Secretary of State Use Only
Date of "Request for authority to do business in this state" (Foreign Corp.) _____
FEIN 27-5170913 Business Code _____ (Office Use Only)
☑ Check if subchapter S election

NAME OF CORPORATION BWR, Inc. Telephone # (803) 478-6336

PHYSICAL ADDRESS OF HEADQUARTERS (NUMBER AND STREET)			MAILING ADDRESS FOR TAX CORRESPONDENCE	
5215 Dingle Pond Road			P.O. Box 1413	
CITY AND STATE	ZIP	COUNTY	CITY AND STATE	ZIP
Summerton	29148	Clarendon	Dayton, TN	37321

1. State of Incorporation: South Carolina 2. Indicate month corporation closes its books: December
3. Nature of principal business in SC: Recreation
4. Location of registered office of the corporation in the state of SC is in the city of 631 Bass Dr. Santee, SC 29142
Registered agent at such address is Ronald L. Nester, Sr
5. Location of principal office in SC (street, city, zip and county): 5215 Dingle Pond Rd. Summerton, SC 29148
6. Date business commenced in SC: 2-28-11 Effective Date of Incorporation: 2-28-11
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation?
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:

Name/Title	Business Address and Office
MORRIS B. HUTSON	5215 Dingle Pond Rd. Summerton, SC President/Director

9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class as follows:
Number of Shares 1,000 Class Common Series
10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:
Number of Shares Class Series

ATTACH REMITTANCE HERE

1. Fee due with this report	1.	25 00
2. Interest due	2.	
3. Penalty due	3.	
4. Total - Due	4.	

See instructions for payment and mailing.

AFFIDAVIT

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

Ronald L. Nester, Sr.
THIS RETURN PREPARED BY

Ronald L. Nester, Sr.
SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN

2-28-11
DATE

Incorporator
TITLE

31341027

1573

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✓ Hutson, M.B.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-25-2011

Employer Identification Number:
27-5170913

Form: SS-4

Number of this notice: CP 575 A

BWR INC
PO BOX 1413
DAYTON, TN 37321

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 27-5170913. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2011
Form 940	01/31/2012
Form 1120	03/15/2012

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

1574

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(IRS USE ONLY) 575A 02-25-2011 BWRI B 9999999999 SS-4

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number ( ) -

Best Time to Call

DATE OF THIS NOTICE: 02-25-2011
EMPLOYER IDENTIFICATION NUMBER: 27-5170913
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

BWR INC
PO BOX 1413
DAYTON, TN 37321

1575

IRS.gov

EIN Assistant

Your Progress: 1. Identity 2. Authenticate 3. Addresses 4. Details **5. EIN Confirmation**

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **27-5007908**

Legal Name: **MORRIS B HUTSON**

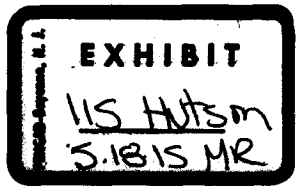
The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN. Continue >>

Help Topics

Can the EIN be used before the confirmation letter is received?



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The Bank of Clarendon

STATEMENT

**********AUTO**SCH 3-DIGIT 290
3874 0.6270 AT 0.365 10 1 384
BIG WATER RESORT LLC
12675 PANOLA RD
PINEWOOD SC 29125-8458

Date 12/30/11 Page 1
Account 850003468
Enclosures 1

EXHIBIT
11b Hilton
S.18.15 MR

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING
Account Number 850003468
Previous Balance $ 1,532.12
1 Deposits $ 4,145.10
3 Checks/Charges $ 843.59
Service Charge $ 5.78
Interest Paid $ .00
Current Balance $ 4,827.85

Image Statement 1
Statement Dates 12/01/11 thru 12/31/11
Days This Statement Period 31
Average Balance $ 3,255
Avg Collected Bal $ 3,121

========== Deposits and Additions ==========

Date	Description	Amount
12/15	DDA REGULAR DEPOSIT	4,145.10

========== Withdrawals and Deductions ==========

Date	Description	Amount
12/01	PLANS TRH HEALTH 1620450581 12/01/11	100.08
12/21	E-PAYMENT DISCOVER 2510020270 12/21/11 ID #-3858	383.60
12/31	SERVICE CHARGE	5.78

..... Summary By Check Number .....

Date	Check No	Amount
12/05	17399	359.91

* Indicates Break In Check Number Sequence

..... Daily Balance Information .....

Date	Balance	Date	Balance	Date	Balance
12/01	1,432.04	12/15	5,217.23	12/31	4,827.85
12/05	1,072.13	12/21	4,833.63		

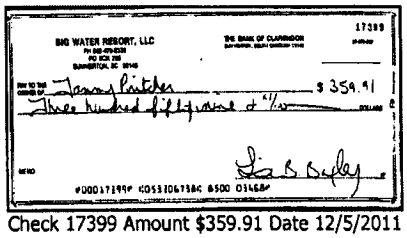
* * * End of Statement * * *

The Bank of Clarendon

Page: 2 of 2

STATEMENT

Primary Account: 850003468



Check 17399 Amount $359.91 Date 12/5/2011

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STATEMENT

The Bank of Clarendon

Date 11/30/11 Page 1
Account 850003468
Enclosures

BIG WATER RESORT LLC
PO BOX 295
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		0
Account Number		850003468	Statement Dates	11/01/11 thru	11/30/11
Previous Balance	$	206.92	Days This Statement Period		30
1 Deposits	$	1,430.73	Average Balance	$	535
1 Checks/Charges	$	100.08	Avg Collected Bal	$	487
Service Charge	$	5.45			
Interest Paid	$	.00			
Current Balance	$	1,532.12			

========== Deposits and Additions ==========

Date	Description	Amount
11/22	DDA REGULAR DEPOSIT	1,430.73

========== Withdrawals and Deductions ==========

Date	Description	Amount
11/01	PLANS TRH HEALTH 1620450581 11/01/11	100.08
11/30	SERVICE CHARGE	5.45

..... Daily Balance Information .....

Date	Balance	Date	Balance	Date	Balance
11/01	106.84	11/22	1,537.57	11/30	1,532.12

* * * End of Statement * * *

MEMBER FDIC

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FORM NO. VS-1060L

1579

The Bank of Clarendon 00016

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The Bank of Clarendon

STATEMENT

Date 9/30/11 Page 1
Account 850003468
Enclosures 1

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		1
Account Number		850003468	Statement Dates	9/01/11 thru	9/30/11
Previous Balance	$	633.13	Days This Statement Period		30
1 Deposits	$	2,095.36	Average Balance	$	602
2 Checks/Charges	$	2,195.44	Avg Collected Bal	$	533
Service Charge	$	5.60			
Interest Paid	$	.00			
Current Balance	$	527.45			

========== Deposits and Additions ==========

Date	Description	Amount
9/27	DDA REGULAR DEPOSIT	2,095.36

========== Withdrawals and Deductions ==========

Date	Description	Amount
9/01	PLANS TRH HEALTH 1620450581 09/01/11	100.08
9/30	SERVICE CHARGE	5.60

..... Summary By Check Number .....

Date	Check No	Amount
9/28	17396	2,095.36

* Indicates Break In Check Number Sequence

..... Daily Balance Information .....

Date	Balance	Date	Balance
9/01	533.05	9/28	533.05
9/27	2,628.41	9/30	527.45

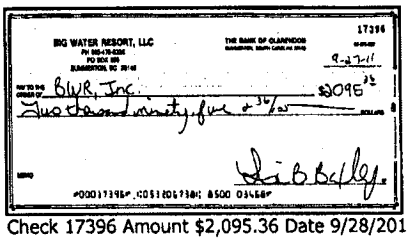
* * * End of Statement * * *

The Bank of Clarendon

Page: 2 of 2

STATEMENT

Primary Account: 850003468



Check 17396 Amount $2,095.36 Date 9/28/2011

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The Bank of Clarendon

STATEMENT

Date 8/31/11 Page 1
Account 850003468
Enclosures

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		0
Account Number		850003468	Statement Dates	8/01/11 thru	8/31/11
Previous Balance	$	731.55	Days This Statement Period		31
Deposits	$	.00	Average Balance	$	638
1 Checks/Charges	$	93.27	Avg Collected Bal	$	638
Service Charge	$	5.15			
Interest Paid	$	.00			
Current Balance	$	633.13			

========== Withdrawals and Deductions ==========

Date	Description	Amount
8/01	PLANS TRH HEALTH 1620450581 08/01/11	93.27
8/31	SERVICE CHARGE	5.15

..... Daily Balance Information .....

Date	Balance	Date	Balance
8/01	638.28	8/31	633.13

* * * End of Statement * * *

STATEMENT

The Bank of Clarendon

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Date 7/29/11 Page 1
Account 850003468
Enclosures 4

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Effective 7/21/11, if we place a hold on part or all of a deposited check, depending on the type of hold, we will give you the first $200 (was $100) next day availability of those funds. This amends our Funds Availability Disclosure given to you at account opening.

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		4
Account Number		850003468	Statement Dates	7/01/11 thru	7/31/11
Previous Balance	$	4,036.26	Days This Statement Period		31
Deposits	$	.00	Average Balance	$	1,455
8 Checks/Charges	$	3,299.13	Avg Collected Bal	$	1,455
Service Charge	$	5.58			
Interest Paid	$	.00			
Current Balance	$	731.55			

========== Withdrawals and Deductions ==========

Date	Description	Amount
7/01	E-PAYMENT DISCOVER 2510020270 07/01/11 ID #-3858	54.41
7/01	PLANS TRH HEALTH 1620450581 07/01/11	93.27
7/01	DDA DEBIT MEMO	600.00
7/06	DDA DEBIT MEMO	600.00
7/07	E-PAYMENT DISCOVER 2510020270 07/07/11 ID #-3858	337.40
7/08	DDA DEBIT MEMO	600.00
7/11	DDA DEBIT MEMO	600.00
7/18	E-PAYMENT DISCOVER 2510020270 07/18/11 ID #-3858	414.05
7/31	SERVICE CHARGE	5.58

..... Daily Balance Information .....

Date	Balance	Date	Balance	Date	Balance
7/01	3,288.58	7/06	2,688.58	7/07	2,351.18

STATEMENT

The Bank of Clarendon

Date 7/29/11 Page 2
Account 850003468
Enclosures 4

BUSINESS CHECKING 850003468 (Continued)

Daily Balance Information

Date	Balance	Date	Balance
7/08	1,751.18	7/18	737.13
7/11	1,151.18	7/31	731.55

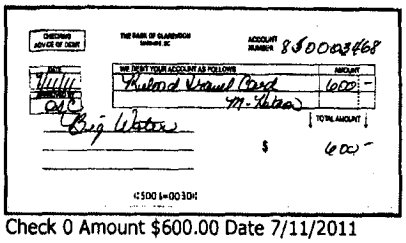
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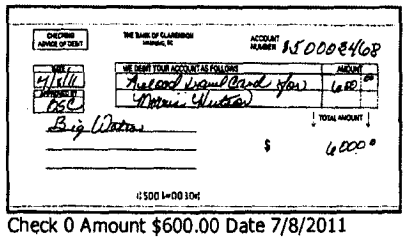
The Bank of Clarendon

STATEMENT

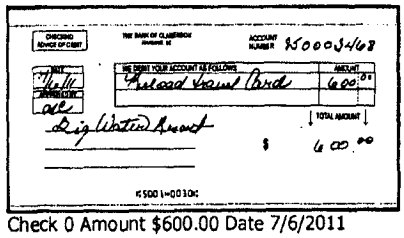
Primary Account: 850003468



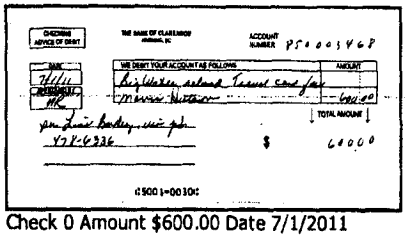
Check 0 Amount $600.00 Date 7/11/2011



Check 0 Amount $600.00 Date 7/8/2011



Check 0 Amount $600.00 Date 7/6/2011



Check 0 Amount $600.00 Date 7/1/2011

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STATEMENT

Date 6/30/11 Page 1
Account 850003468
Enclosures 11

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		11
Account Number		850003468	Statement Dates	6/01/11 thru	6/30/11
Previous Balance	$	11,204.68	Days This Statement Period		30
Deposits	$	.00	Average Balance	$	6,982
16 Checks/Charges	$	7,162.17	Avg Collected Bal	$	6,982
Service Charge	$	6.25			
Interest Paid	$	.00			
Current Balance	$	4,036.26			

========== Withdrawals and Deductions ==========

Date	Description	Amount
6/01	PLANS TRH HEALTH	93.27
	1620450581 06/01/11	
6/01	DDA DEBIT MEMO	500.00
6/02	PREM PYMTS BRIDGEFIELD CASU	939.40
	1593269531 06/02/11	
	ID #-196352189627	
6/06	DDA DEBIT MEMO	1,000.00
6/07	E-PAYMENT DISCOVER	632.75
	2510020270 06/07/11	
	ID #-3858	
6/15	E-PAYMENT DISCOVER	111.75
	2510020270 06/15/11	
	ID #-3858	
6/15	DDA DEBIT MEMO	500.00
6/17	DDA DEBIT MEMO	400.00
6/21	DDA DEBIT MEMO	500.00
6/23	E-PAYMENT DISCOVER	45.00
	2510020270 06/23/11	
	ID #-3858	
6/24	DDA DEBIT MEMO	600.00
6/28	DDA DEBIT MEMO	500.00
6/30	SERVICE CHARGE	6.25

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STATEMENT

Date 6/30/11 Page 2
Account 850003468
Enclosures 11

BUSINESS CHECKING 850003468 (Continued)

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
6/02	17392	200.00	6/24	17394	300.00
6/02	17393	200.00	6/29	17395	640.00

* Indicates Break In Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
6/01	10,611.41	6/15	7,027.51	6/24	5,182.51
6/02	9,272.01	6/17	6,627.51	6/28	4,682.51
6/06	8,272.01	6/21	6,127.51	6/29	4,042.51
6/07	7,639.26	6/23	6,082.51	6/30	4,036.26

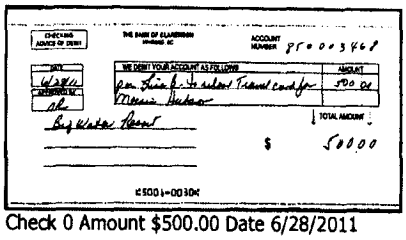
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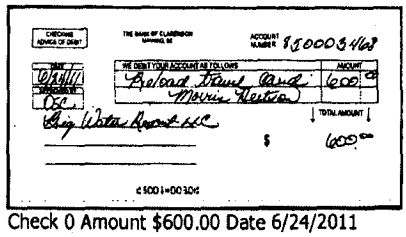
The Bank of Clarendon

STATEMENT

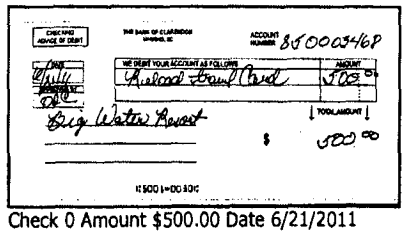
Primary Account: 850003468



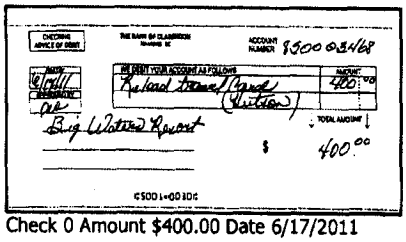
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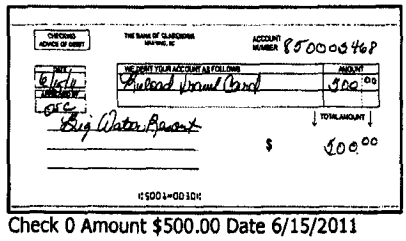
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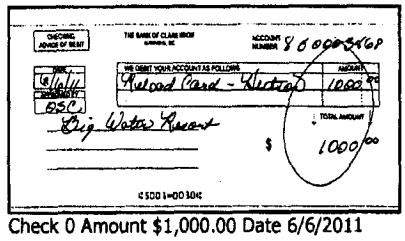
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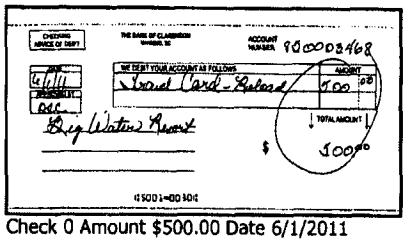
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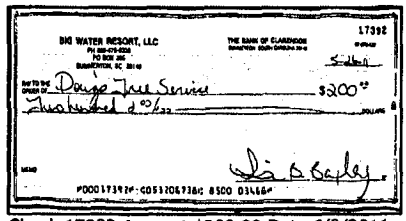
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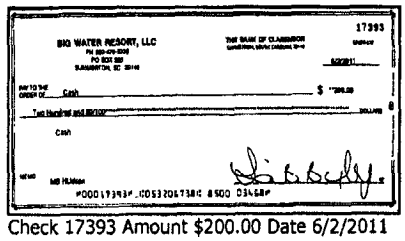
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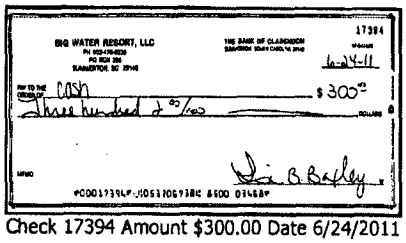
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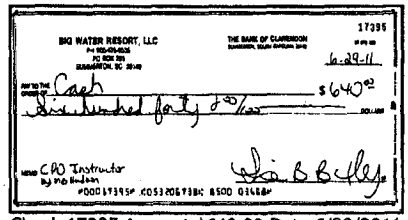
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Check 17393 Amount $200.00 Date 6/2/2011



Check 17394 Amount $300.00 Date 6/24/2011



Check 17395 Amount $640.00 Date 6/29/2011

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STATEMENT

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Account 850003468
Enclosures 11

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		11
Account Number		850003468	Statement Dates	5/01/11 thru	5/31/11
Previous Balance	$	25,463.86	Days This Statement Period		31
Deposits	$	.00	Average Balance	$	14,877
20 Checks/Charges	$	14,252.85	Avg Collected Bal	$	14,877
Service Charge	$	6.33			
Interest Paid	$	.00			
Current Balance	$	11,204.68			

========== Withdrawals and Deductions ==========

Date	Description	Amount
5/02	PLANS TRH HEALTH 1620450581 05/02/11	93.27
5/03	FEE MERCHANT BNKCD 8752044092 05/03/11 ID #-434398325887	257.91
5/03	PREM PYMTS BRIDGEFIELD CASU 1593269531 05/03/11 ID #-196352189627	938.64
5/04	AXP DISCNT AMERICAN EXPRESS 1134992250 05/04/11 ID #-4390344596	34.25
5/04	E-PAYMENT DISCOVER 2510020270 05/04/11 ID #-3858	121.97
5/10	E-PAYMENT DISCOVER 2510020270 05/10/11 ID #-3858	9.59
5/11	DDA DEBIT MEMO	700.00
5/16	COLLECTION AMERICAN EXPRESS 1134992250 05/16/11 ID #-4390344596	4.95
5/24	DDA DEBIT MEMO	500.00
5/26	E CHECK VZ WIRELESS VE 0000751800 05/26/11	259.76

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STATEMENT

Date 5/31/11 Page 2
Account 850003468
Enclosures 11

BUSINESS CHECKING 850003468 (Continued)

========== Withdrawals and Deductions ==========

Date	Description	Amount
	ID #-8372187	
5/27	DDA DEBIT MEMO	500.00
5/31	E-PAYMENT DISCOVER	661.51
	2510020270 05/31/11	
	ID #-3858	
5/31	SERVICE CHARGE	6.33

..... Summary By Check Number .....

Date	Check No	Amount	Date	Check No	Amount
5/12	17381	150.00	5/06	17386	483.64
5/05	17382	837.61	5/04	17388*	500.00
5/06	17384*	384.53	5/06	17389	300.00
5/06	17385	7,115.22	5/13	17390	400.00

* Indicates Break In Check Number Sequence

..... Daily Balance Information .....

Date	Balance	Date	Balance	Date	Balance
5/01	25,463.86	5/06	14,396.82	5/16	13,132.28
5/02	25,370.59	5/10	14,387.23	5/24	12,632.28
5/03	24,174.04	5/11	13,687.23	5/26	12,372.52
5/04	23,517.82	5/12	13,537.23	5/27	11,872.52
5/05	22,680.21	5/13	13,137.23	5/31	11,204.68

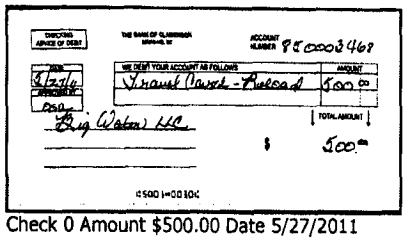
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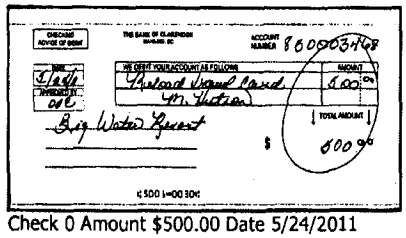
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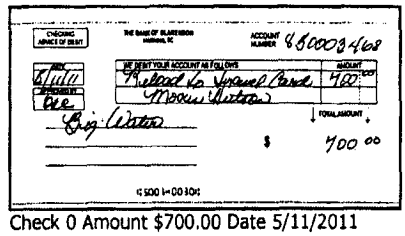
The Bank of Clarendon

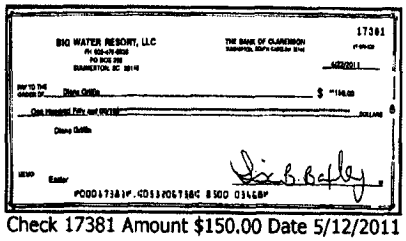
STATEMENT

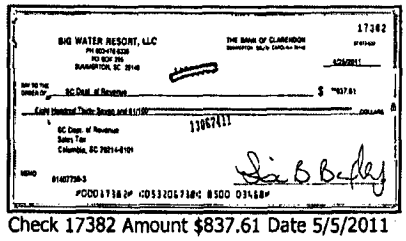
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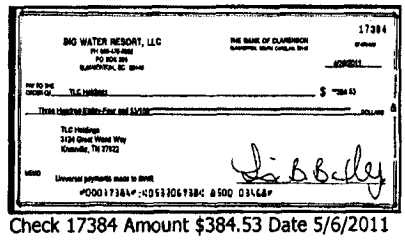

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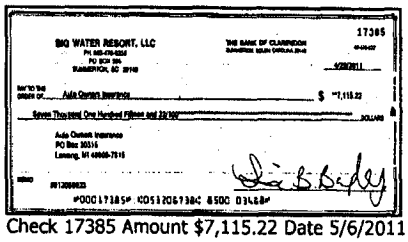

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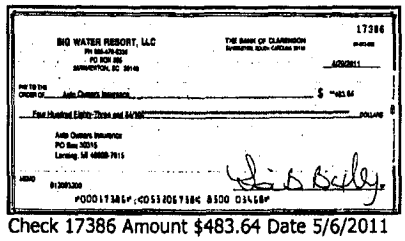

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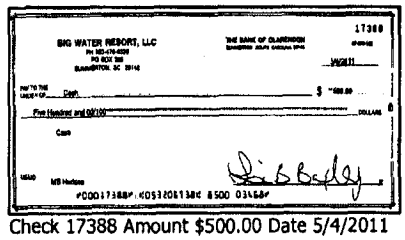

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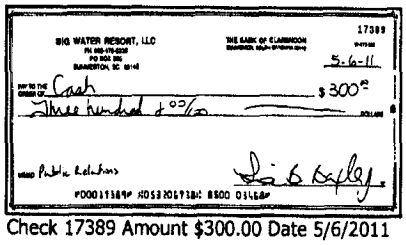

Check 17382 Amount $837.61 Date 5/5/2011

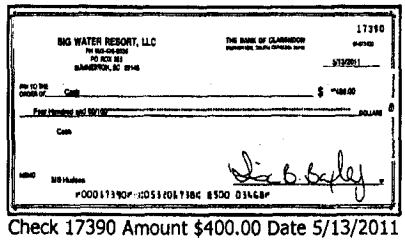

Check 17384 Amount $384.53 Date 5/6/2011


Check 17385 Amount $7,115.22 Date 5/6/2011


Check 17386 Amount $483.64 Date 5/6/2011


Check 17388 Amount $500.00 Date 5/4/2011


Check 17389 Amount $300.00 Date 5/6/2011


Check 17390 Amount $400.00 Date 5/13/2011

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STATEMENT

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Account 850003468
Enclosures 16

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		16
Account Number		850003468	Statement Dates	4/01/11 thru	4/30/11
Previous Balance	$	22,778.60	Days This Statement Period		30
29 Deposits	$	9,842.34	Average Balance	$	25,511
22 Checks/Charges	$	7,143.55	Avg Collected Bal	$	25,511
Service Charge	$	13.53			
Interest Paid	$	.00			
Current Balance	$	25,463.86			

========== Deposits and Additions ==========

Date	Description	Amount
4/01	DEPOSIT MERCHANT BNKCD 8752044092 04/01/11 ID #-434398325887	196.00
4/01	DEPOSIT MERCHANT BNKCD 8752044092 04/01/11 ID #-434398325887	461.80
4/04	DEPOSIT MERCHANT BNKCD 8752044092 04/04/11 ID #-434398325887	117.60
4/04	DEPOSIT MERCHANT BNKCD 8752044092 04/04/11 ID #-434398325887	414.88
4/05	DEPOSIT MERCHANT BNKCD 8752044092 04/05/11 ID #-434398325887	49.20
4/05	DEPOSIT MERCHANT BNKCD 8752044092 04/05/11 ID #-434398325887	78.40
4/05	DEPOSIT MERCHANT BNKCD 8752044092 04/05/11 ID #-434398325887	117.60
4/05	DEPOSIT MERCHANT BNKCD 8752044092 04/05/11 ID #-434398325887	1,040.41

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STATEMENT

Date 4/29/11 Page 2
Account 850003468
Enclosures 16

BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
4/06	DEPOSIT MERCHANT BNKCD 8752044092 04/06/11 ID #-434398325887	216.68
4/06	DEPOSIT MERCHANT BNKCD 8752044092 04/06/11 ID #-434398325887	474.43
4/07	DEPOSIT MERCHANT BNKCD 8752044092 04/07/11 ID #-434398325887	45.32
4/07	DEPOSIT MERCHANT BNKCD 8752044092 04/07/11 ID #-434398325887	78.40
4/08	DEPOSIT MERCHANT BNKCD 8752044092 04/08/11 ID #-434398325887	117.60
4/08	DEPOSIT MERCHANT BNKCD 8752044092 04/08/11 ID #-434398325887	976.96
4/11	DEPOSIT MERCHANT BNKCD 8752044092 04/11/11 ID #-434398325887	156.80
4/11	DEPOSIT MERCHANT BNKCD 8752044092 04/11/11 ID #-434398325887	332.15
4/12	DEPOSIT MERCHANT BNKCD 8752044092 04/12/11 ID #-434398325887	196.00
4/12	DEPOSIT MERCHANT BNKCD 8752044092 04/12/11 ID #-434398325887	196.00
4/12	DEPOSIT MERCHANT BNKCD 8752044092 04/12/11 ID #-434398325887	399.24
4/12	DEPOSIT MERCHANT BNKCD 8752044092 04/12/11	755.59

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STATEMENT

Date 4/29/11 Page 3
Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
4/13	DEPOSIT MERCHANT BNKCD	196.00
	8752044092 04/13/11	
	ID #-434398325887	
4/13	DEPOSIT MERCHANT BNKCD	1,118.82
	8752044092 04/13/11	
	ID #-434398325887	
4/14	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 04/14/11	
	ID #-434398325887	
4/14	DEPOSIT MERCHANT BNKCD	515.06
	8752044092 04/14/11	
	ID #-434398325887	
4/15	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 04/15/11	
	ID #-434398325887	
4/15	SETTLEMENT AMERICAN EXPRESS	97.00
	1134992250 04/15/11	
	ID #-4390344596	
4/15	DEPOSIT MERCHANT BNKCD	534.56
	8752044092 04/15/11	
	ID #-434398325887	
4/18	SETTLEMENT AMERICAN EXPRESS	210.56
	1134992250 04/18/11	
	ID #-4390344596	
4/18	SETTLEMENT AMERICAN EXPRESS	670.88
	1134992250 04/18/11	
	ID #-4390344596	

Withdrawals and Deductions

Date	Description	Amount
4/01	PLANS TRH HEALTH	93.27
	1620450581 04/01/11	
4/04	AXP DISCNT AMERICAN EXPRESS	11.09
	1134992250 04/04/11	

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STATEMENT

Date 4/29/11 Page 4
Account 850003468
Enclosures 16

BUSINESS CHECKING 850003468 (Continued)

Withdrawals and Deductions

Date	Description	Amount
	ID #-4390344596	
4/04	PREM PYMTS BRIDGEFIELD CASU	653.87
	1593269531 04/04/11	
	ID #-196352189627	
4/05	FEE MERCHANT BNKCD	644.49
	8752044092 04/05/11	
	ID #-434398325887	
4/15	COLLECTION AMERICAN EXPRESS	4.95
	1134992250 04/15/11	
	ID #-4390344596	
4/20	E CHECK VZ WIRELESS VE	271.45
	0000751800 04/20/11	
	ID #-1268352	
4/30	SERVICE CHARGE	13.53

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
4/04	17366	147.38	4/28	17375	226.28
4/06	17368*	135.04	4/19	17376	24.05
4/06	17369	17.44	4/15	17377	400.00
4/05	17370	75.00	4/22	17378	500.00
4/01	17371	500.00	4/22	17379	150.00
4/08	17372	800.00	4/26	17380	211.50
4/12	17373	50.00	4/28	17383*	277.74
4/14	17374	1,450.00	4/29	17387*	500.00

* Indicates Break In Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
4/01	22,843.13	4/12	26,072.08	4/22	26,692.91
4/04	22,563.27	4/13	27,386.90	4/26	26,481.41
4/05	23,129.39	4/14	26,491.16	4/28	25,977.39
4/06	23,668.02	4/15	26,756.97	4/29	25,477.39
4/07	23,791.74	4/18	27,638.41	4/30	25,463.86
4/08	24,086.30	4/19	27,614.36		
4/11	24,575.25	4/20	27,342.91		

The Bank of Clarendon

STATEMENT

Date 4/29/11 Page 5
Account 850003468
Enclosures 16

BUSINESS CHECKING 850003468 (Continued)

* * * End of Statement * * *

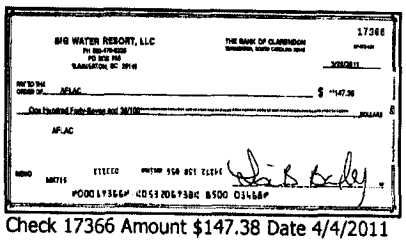
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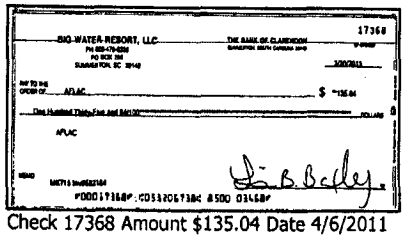
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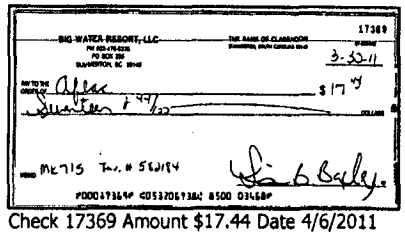
The Bank of Clarendon

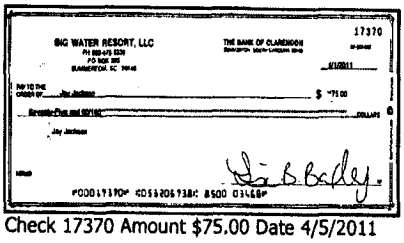
STATEMENT

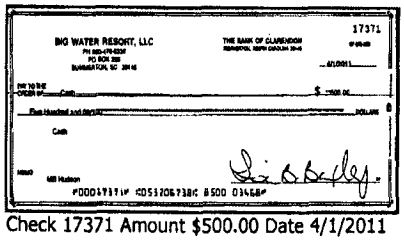
Primary Account: 850003468

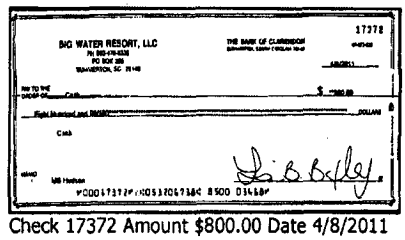

Check 17366 Amount $147.38 Date 4/4/2011

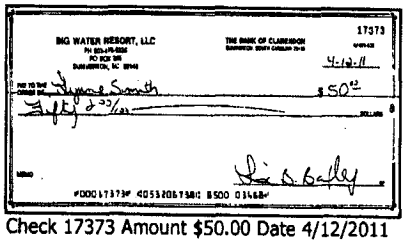

Check 17368 Amount $135.04 Date 4/6/2011

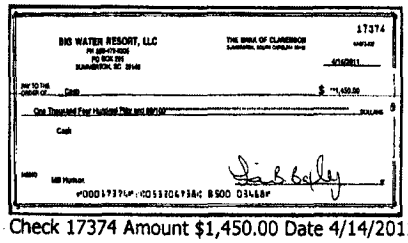

Check 17369 Amount $17.44 Date 4/6/2011

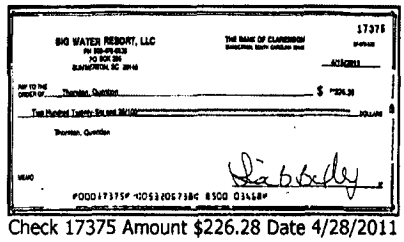

Check 17370 Amount $75.00 Date 4/5/2011

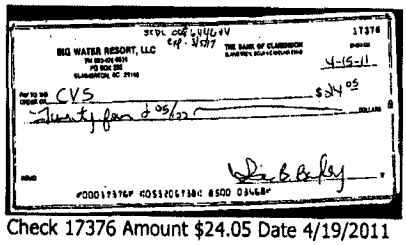

Check 17371 Amount $500.00 Date 4/1/2011

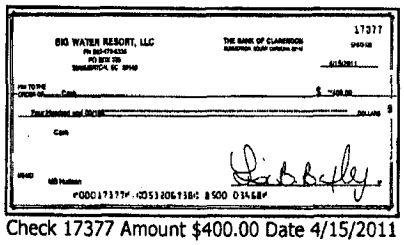

Check 17372 Amount $800.00 Date 4/8/2011

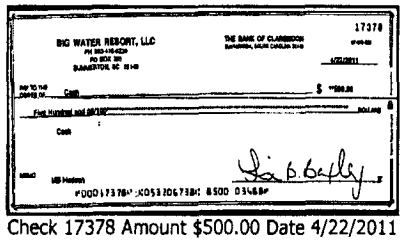

Check 17373 Amount $50.00 Date 4/12/2011

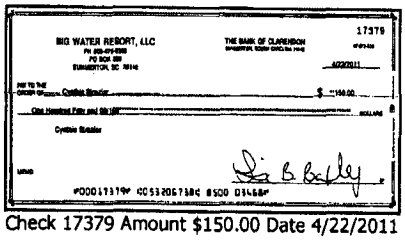

Check 17374 Amount $1,450.00 Date 4/14/2011

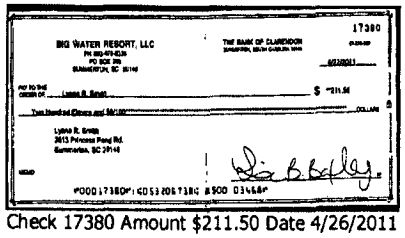

Check 17375 Amount $226.28 Date 4/28/2011

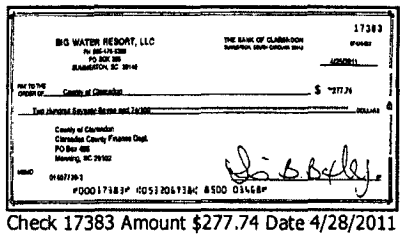

Check 17376 Amount $24.05 Date 4/19/2011

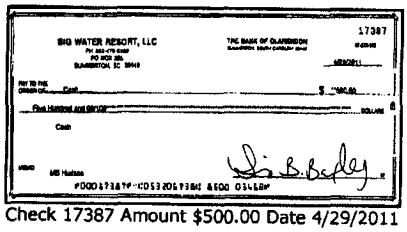

Check 17377 Amount $400.00 Date 4/15/2011


Check 17378 Amount $500.00 Date 4/22/2011


Check 17379 Amount $150.00 Date 4/22/2011


Check 17380 Amount $211.50 Date 4/26/2011


Check 17383 Amount $277.74 Date 4/28/2011


Check 17387 Amount $500.00 Date 4/29/2011

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Account 850003468
Enclosures 65

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		65
Account Number		850003468	Statement Dates 3/01/11 thru		3/31/11
Previous Balance	$	86,338.50	Days This Statement Period		31
49 Deposits	$	31,250.05	Average Balance	$	37,773
76 Checks/Charges	$	94,783.58	Avg Collected Bal	$	37,508
Service Charge	$	26.37			
Interest Paid	$	.00			
Current Balance	$	22,778.60			

========== Deposits and Additions ==========

Date	Description	Amount
3/01	DEPOSIT MERCHANT BNKCD 8752044092 03/01/11 ID #-434398325887	39.20
3/01	DEPOSIT MERCHANT BNKCD 8752044092 03/01/11 ID #-434398325887	131.04
3/01	DEPOSIT MERCHANT BNKCD 8752044092 03/01/11 ID #-434398325887	407.60
3/01	DDA REGULAR DEPOSIT	10,002.32
3/02	DEPOSIT MERCHANT BNKCD 8752044092 03/02/11 ID #-434398325887	2,271.62
3/03	DEPOSIT MERCHANT BNKCD 8752044092 03/03/11 ID #-434398325887	39.20
3/03	DEPOSIT MERCHANT BNKCD 8752044092 03/03/11 ID #-434398325887	1,093.04
3/04	DEPOSIT MERCHANT BNKCD 8752044092 03/04/11 ID #-434398325887	39.20
3/07	SETTLEMENT AMERICAN EXPRESS 1134992250 03/07/11	159.04

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STATEMENT

Date 3/31/11 Page 2
Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-4390344596	
3/07	DEPOSIT MERCHANT BNKCD 8752044092 03/07/11	215.72
	ID #-434398325887	
3/08	DEPOSIT MERCHANT BNKCD 8752044092 03/08/11	117.60
	ID #-434398325887	
3/08	DEPOSIT MERCHANT BNKCD 8752044092 03/08/11	136.73
	ID #-434398325887	
3/08	DEPOSIT MERCHANT BNKCD 8752044092 03/08/11	736.96
	ID #-434398325887	
3/09	DEPOSIT MERCHANT BNKCD 8752044092 03/09/11	390.88
	ID #-434398325887	
3/10	DEPOSIT MERCHANT BNKCD 8752044092 03/10/11	78.40
	ID #-434398325887	
3/10	DEPOSIT MERCHANT BNKCD 8752044092 03/10/11	159.04
	ID #-434398325887	
3/11	DEPOSIT MERCHANT BNKCD 8752044092 03/11/11	380.64
	ID #-434398325887	
3/14	DEPOSIT MERCHANT BNKCD 8752044092 03/14/11	121.39
	ID #-434398325887	
3/14	DEPOSIT MERCHANT BNKCD 8752044092 03/14/11	159.04
	ID #-434398325887	
3/15	SETTLEMENT AMERICAN EXPRESS 1134992250 03/15/11	79.52
	ID #-4390344596	
3/15	DEPOSIT MERCHANT BNKCD 8752044092 03/15/11	117.60

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STATEMENT

Date 3/31/11 Page 3
Account 850003468
Enclosures 65

BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
3/15	DEPOSIT MERCHANT BNKCD 8752044092 03/15/11	288.96
	ID #-434398325887	
3/15	DEPOSIT MERCHANT BNKCD 8752044092 03/15/11	749.28
	ID #-434398325887	
3/15	DEPOSIT MERCHANT BNKCD 8752044092 03/15/11	2,060.96
	ID #-434398325887	
3/16	DEPOSIT MERCHANT BNKCD 8752044092 03/16/11	78.40
	ID #-434398325887	
3/16	DEPOSIT MERCHANT BNKCD 8752044092 03/16/11	948.81
	ID #-434398325887	
3/17	DEPOSIT MERCHANT BNKCD 8752044092 03/17/11	39.20
	ID #-434398325887	
3/17	DEPOSIT MERCHANT BNKCD 8752044092 03/17/11	321.12
	ID #-434398325887	
3/18	DEPOSIT MERCHANT BNKCD 8752044092 03/18/11	39.20
	ID #-434398325887	
3/18	DEPOSIT MERCHANT BNKCD 8752044092 03/18/11	601.20
	ID #-434398325887	
3/21	DEPOSIT MERCHANT BNKCD 8752044092 03/21/11	39.20
	ID #-434398325887	
3/21	DEPOSIT MERCHANT BNKCD 8752044092 03/21/11	216.68
	ID #-434398325887	
3/22	SETTLEMENT AMERICAN EXPRESS 1134992250 03/22/11	78.40

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Date 3/31/11 Page 4
Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-4390344596	
3/22	DEPOSIT MERCHANT BNKCD 8752044092 03/22/11 ID #-434398325887	85.40
3/22	DEPOSIT MERCHANT BNKCD 8752044092 03/22/11 ID #-434398325887	102.20
3/22	DEPOSIT MERCHANT BNKCD 8752044092 03/22/11 ID #-434398325887	303.52
3/22	DEPOSIT MERCHANT BNKCD 8752044092 03/22/11 ID #-434398325887	631.68
3/23	DEPOSIT MERCHANT BNKCD 8752044092 03/23/11 ID #-434398325887	156.80
3/23	DEPOSIT MERCHANT BNKCD 8752044092 03/23/11 ID #-434398325887	891.52
3/24	DEPOSIT MERCHANT BNKCD 8752044092 03/24/11 ID #-434398325887	78.40
3/28	DEPOSIT MERCHANT BNKCD 8752044092 03/28/11 ID #-434398325887	39.20
3/28	DEPOSIT MERCHANT BNKCD 8752044092 03/28/11 ID #-434398325887	1,636.52
3/29	DEPOSIT MERCHANT BNKCD 8752044092 03/29/11 ID #-434398325887	59.20
3/29	DEPOSIT MERCHANT BNKCD 8752044092 03/29/11 ID #-434398325887	78.40
3/29	DEPOSIT MERCHANT BNKCD 8752044092 03/29/11	89.20

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STATEMENT

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Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
3/29	DEPOSIT MERCHANT BNKCD	1,666.84
	8752044092 03/29/11	
	ID #-434398325887	
3/30	DEPOSIT MERCHANT BNKCD	1,551.76
	8752044092 03/30/11	
	ID #-434398325887	
3/31	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 03/31/11	
	ID #-434398325887	
3/31	DEPOSIT MERCHANT BNKCD	1,503.02
	8752044092 03/31/11	
	ID #-434398325887	

Withdrawals and Deductions

Date	Description	Amount
3/01	PLANS TRH HEALTH	93.27
	1620450581 03/01/11	
3/02	PREM PYMTS BRIDGEFIELD CASU	653.87
	1593269531 03/02/11	
	ID #-196352189627	
3/03	FEE MERCHANT BNKCD	602.80
	8752044092 03/03/11	
	ID #-434398325887	
3/04	AXP DISCNT AMERICAN EXPRESS	30.29
	1134992250 03/04/11	
	ID #-4390344596	
3/15	COLLECTION AMERICAN EXPRESS	4.95
	1134992250 03/15/11	
	ID #-4390344596	
3/15	E-PAYMENT DISCOVER	119.00
	2510020270 03/15/11	
	ID #-3858	
3/18	E-PAYMENT DISCOVER	81.30
	2510020270 03/18/11	

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BUSINESS CHECKING 850003468 (Continued)

Withdrawals and Deductions

Date	Description	Amount
	ID #-3858	
3/22	E-PAYMENT DISCOVER	21.98
	2510020270 03/22/11	
	ID #-3858	
3/22	DEBIT SC DEPT REVENUE	761.88
	5576000286 03/22/11	
	ID #-2744691-1	
3/23	E CHECK VZ WIRELESS VE	239.97
	0000751800 03/23/11	
	ID #-7504240	
3/25	E-PAYMENT DISCOVER	77.90
	2510020270 03/25/11	
	ID #-3858	
3/31	SERVICE CHARGE	26.37

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
3/01	17271	320.60	3/04	17314	346.47
3/02	17275*	425.61	3/04	17315	432.86
3/01	17295*	265.76	3/07	17316	624.66
3/01	17299*	446.88	3/04	17317	608.74
3/03	17300	116.61	3/07	17318	104.37
3/01	17301	40.18	3/07	17319	265.76
3/02	17302	300.00	3/07	17320	216.36
3/07	17303	572.17	3/04	17321	280.23
3/07	17304	735.00	3/04	17322	600.00
3/09	17305	209.34	3/10	17324*	1,295.46
3/15	17306	1,144.78	3/10	17325	978.48
3/09	17307	800.00	3/15	17326	612.00
3/04	17308	5,246.59	3/11	17327	500.00
3/03	17309	20,000.00	3/11	17328	500.00
3/03	17310	20,000.00	3/11	17329	305.24
3/04	17311	1,000.00	3/11	17330	346.47
3/11	17312	2,450.00	3/14	17332*	624.67
3/04	17313	305.24	3/11	17333	608.74

* Indicates Break In Check Number Sequence

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STATEMENT

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Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
3/14	17334	104.35	3/21	17349	624.66
3/14	17335	265.76	3/18	17350	608.74
3/17	17336	216.37	3/18	17351	104.37
3/11	17337	284.16	3/18	17352	265.76
3/11	17338	432.86	3/21	17353	216.35
3/18	17339	4,097.55	3/18	17354	280.23
3/21	17340	10,000.00	3/18	17355	300.00
3/21	17341	4,820.29	3/23	17356	98.50
3/18	17342	122.80	3/29	17360*	433.65
3/16	17343	400.00	3/29	17361	496.21
3/18	17344	885.00	3/29	17362	143.82
3/24	17345	823.21	3/29	17363	157.90
3/18	17346	305.24	3/25	17365*	400.00
3/18	17347	346.47	3/29	17367*	800.00
3/18	17348	432.85			

* Indicates Break In Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
3/01	95,751.97	3/11	39,391.66	3/23	19,395.92
3/02	96,644.11	3/14	38,677.31	3/24	18,651.11
3/03	57,056.94	3/15	40,092.90	3/25	18,173.21
3/04	48,245.72	3/16	40,720.11	3/28	19,848.93
3/07	46,102.16	3/17	40,864.06	3/29	19,710.99
3/08	47,093.45	3/18	33,674.15	3/30	21,262.75
3/09	46,474.99	3/21	18,268.73	3/31	22,778.60
3/10	44,438.49	3/22	18,686.07		

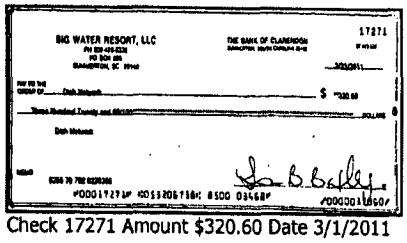
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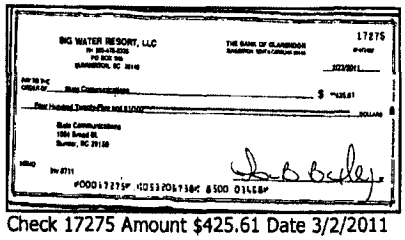
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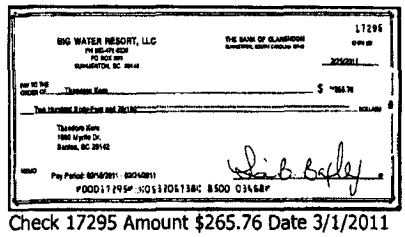
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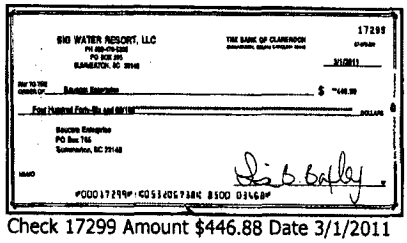
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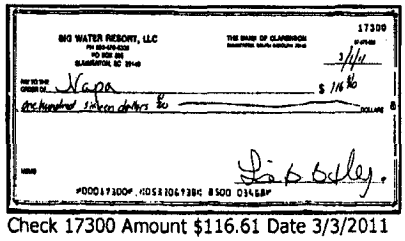
Primary Account: 850003468

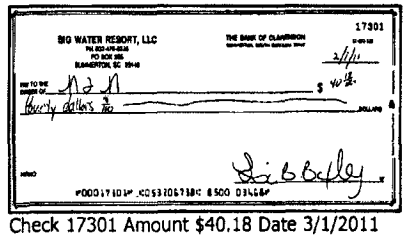

Check 17271 Amount $320.60 Date 3/1/2011

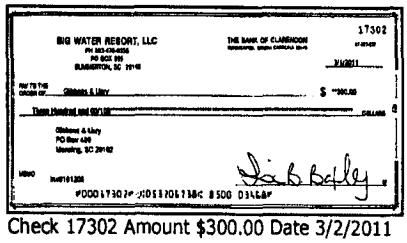

Check 17275 Amount $425.61 Date 3/2/2011

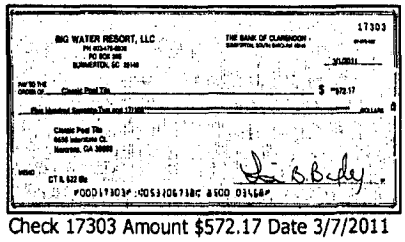

Check 17295 Amount $265.76 Date 3/1/2011

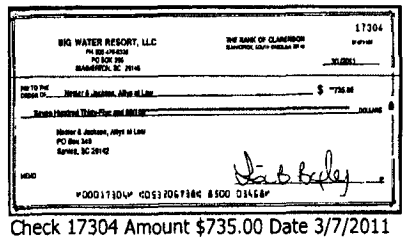

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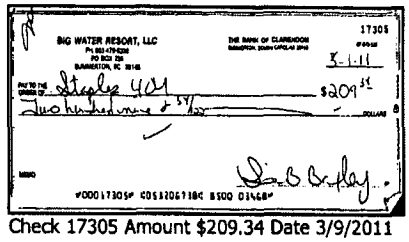

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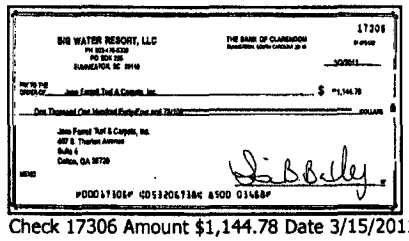

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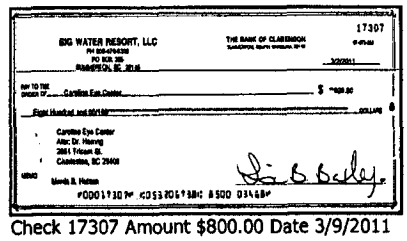

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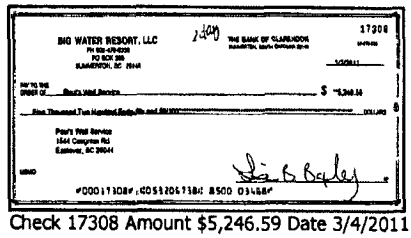

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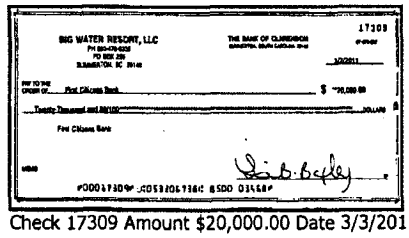

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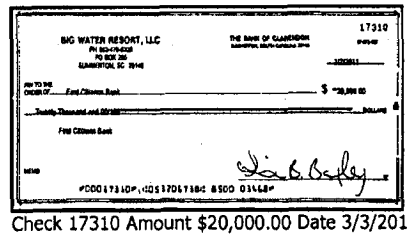

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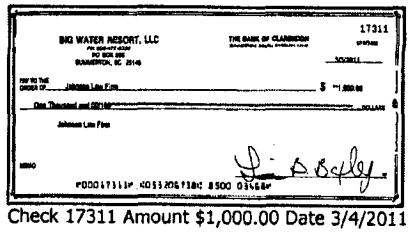

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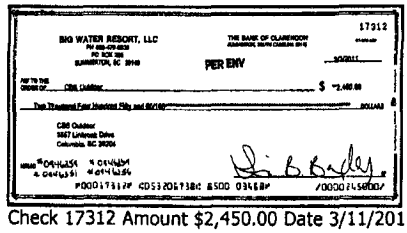

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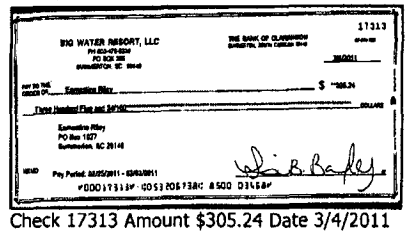

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Check 17309 Amount $20,000.00 Date 3/3/2011


Check 17310 Amount $20,000.00 Date 3/3/2011


Check 17311 Amount $1,000.00 Date 3/4/2011


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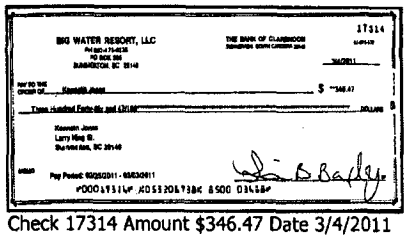

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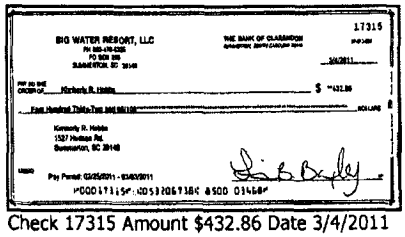
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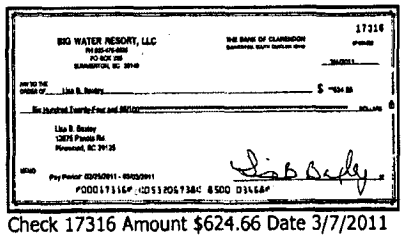
The Bank of Clarendon

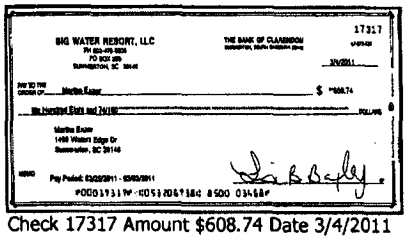
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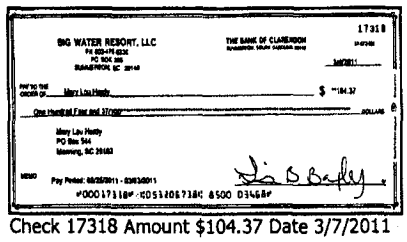
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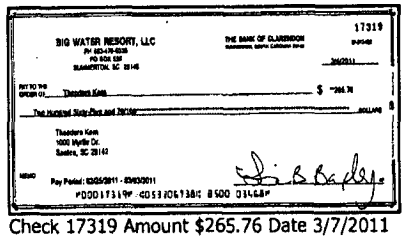

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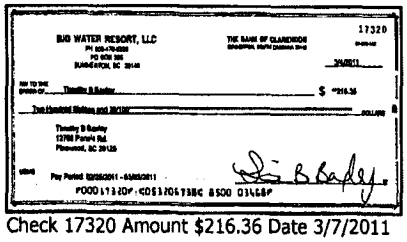

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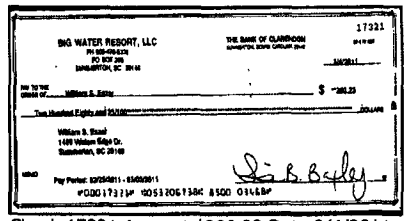

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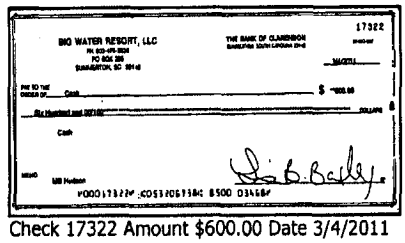

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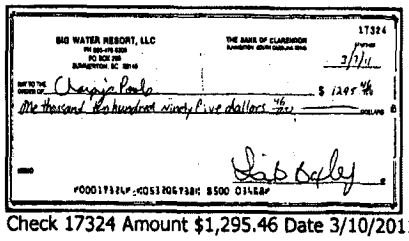

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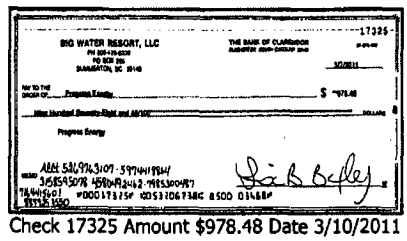

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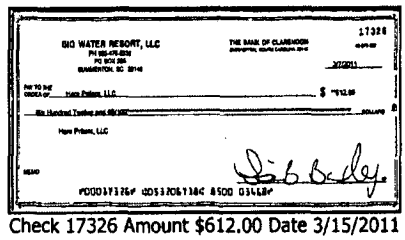

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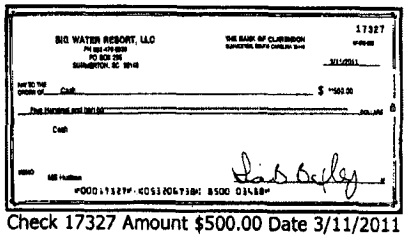

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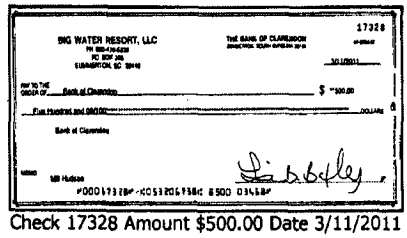

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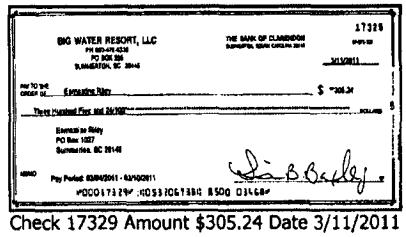

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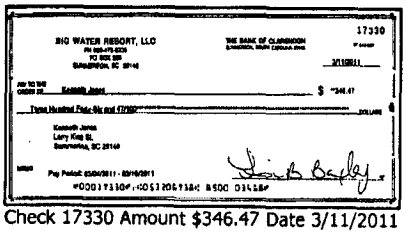

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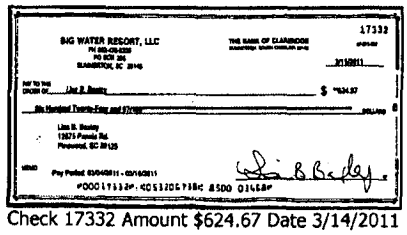

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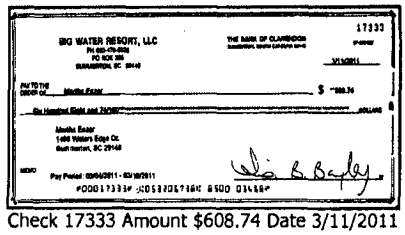

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Check 17328 Amount $500.00 Date 3/11/2011


Check 17329 Amount $305.24 Date 3/11/2011


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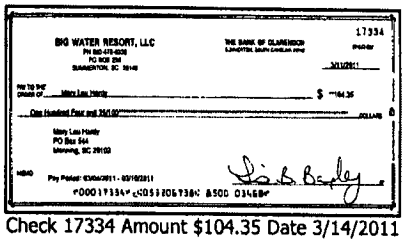

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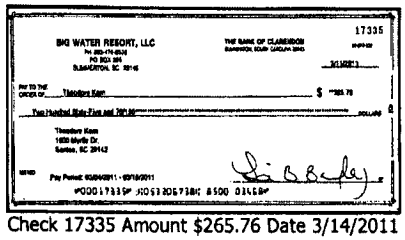
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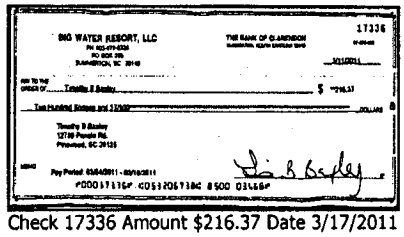
The Bank of Clarendon

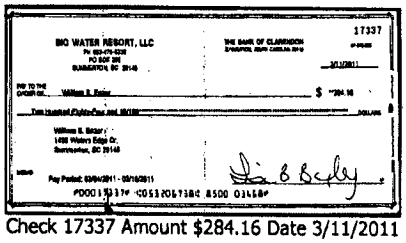
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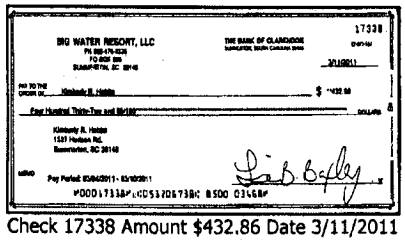
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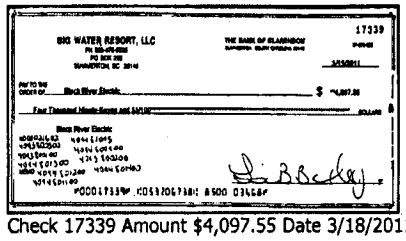

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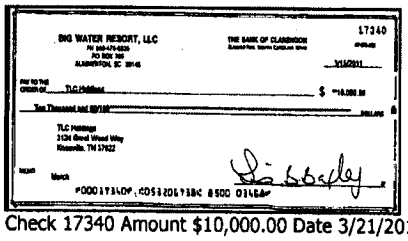

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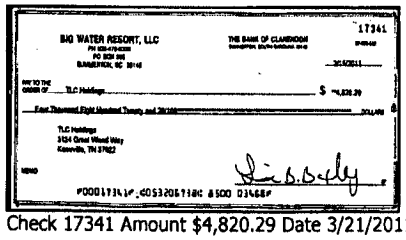

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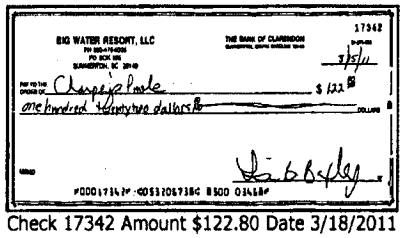

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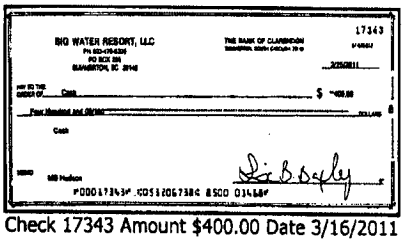

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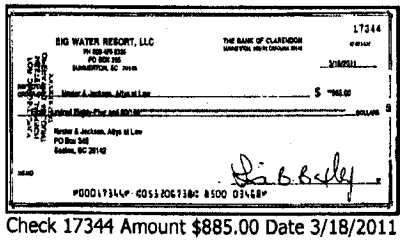

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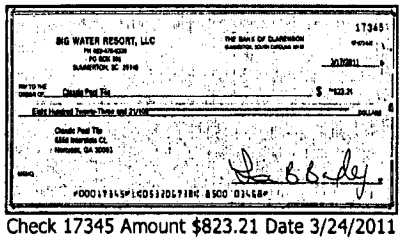

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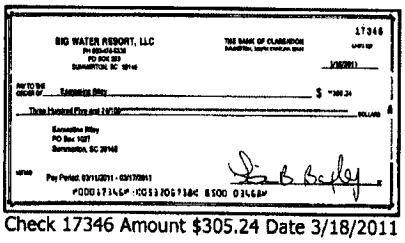

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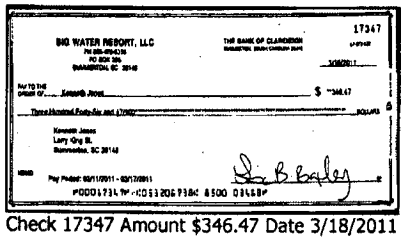

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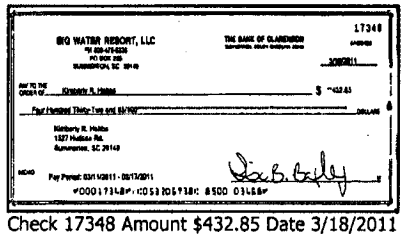

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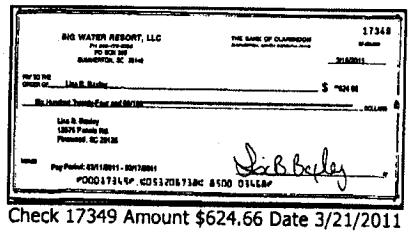

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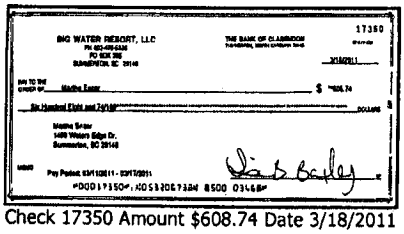

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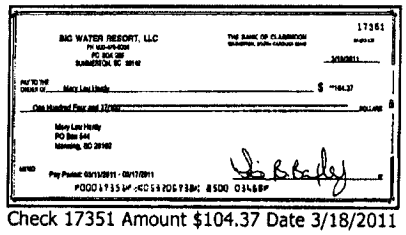

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Check 17347 Amount $346.47 Date 3/18/2011


Check 17348 Amount $432.85 Date 3/18/2011


Check 17349 Amount $624.66 Date 3/21/2011


Check 17350 Amount $608.74 Date 3/18/2011

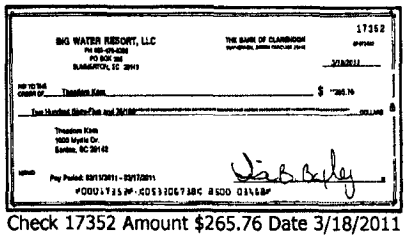

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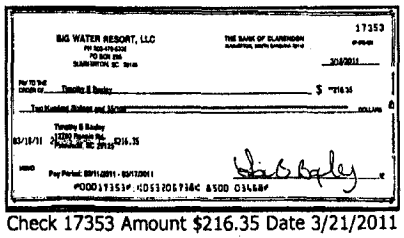
The Bank of Clarendon

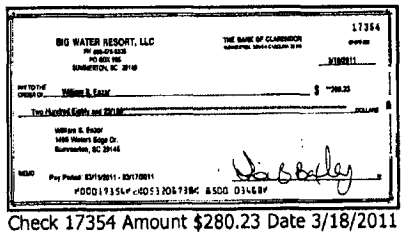
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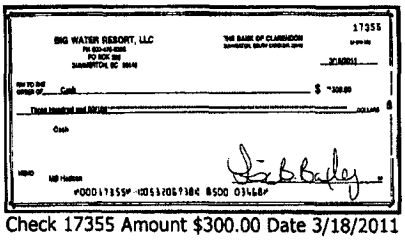
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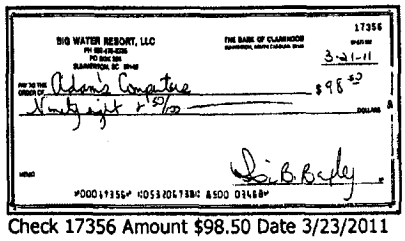
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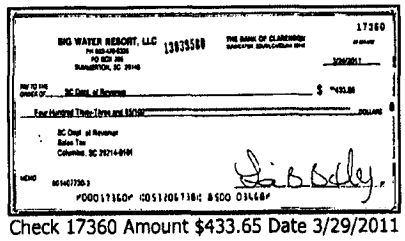

Check 17352 Amount $265.76 Date 3/18/2011

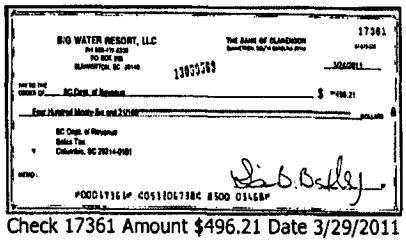

Check 17353 Amount $216.35 Date 3/21/2011

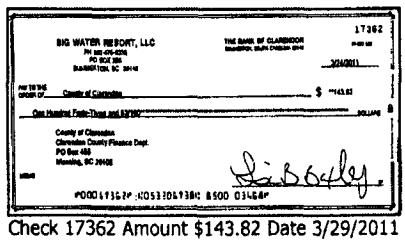

Check 17354 Amount $280.23 Date 3/18/2011

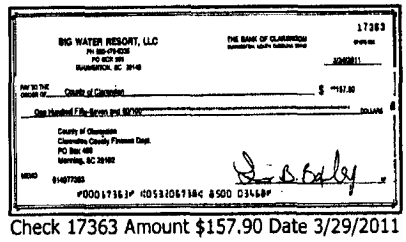

Check 17355 Amount $300.00 Date 3/18/2011

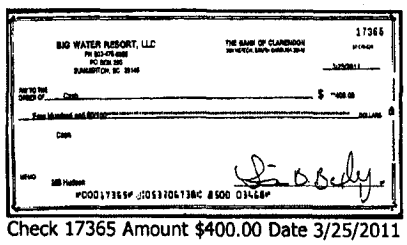

Check 17356 Amount $98.50 Date 3/23/2011

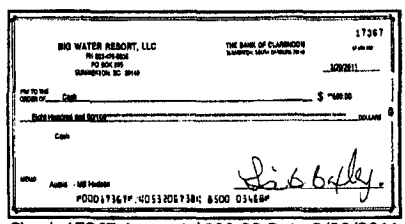

Check 17360 Amount $433.65 Date 3/29/2011


Check 17361 Amount $496.21 Date 3/29/2011


Check 17362 Amount $143.82 Date 3/29/2011


Check 17363 Amount $157.90 Date 3/29/2011


Check 17365 Amount $400.00 Date 3/25/2011


Check 17367 Amount $800.00 Date 3/29/2011

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STATEMENT

Date 2/28/11 Page 1
Account 850003468
Enclosures 91

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING
Account Number 850003468
Previous Balance $ 97,223.57
49 Deposits $ 61,504.86
102 Checks/Charges $ 72,362.67
Service Charge $ 27.26
Interest Paid $ .00
Current Balance $ 86,338.50

Image Statement 91
Statement Dates 2/01/11 thru 2/28/11
Days This Statement Period 28
Average Balance $ 107,074
Avg Collected Bal $ 105,505

========== Deposits and Additions ==========

Date	Description	Amount
2/01	SETTLEMENT AMERICAN EXPRESS 1134992250 02/01/11 ID #-4390344596	388.00
2/01	DEPOSIT MERCHANT BNKCD 8752044092 02/01/11 ID #-434398325887	474.88
2/01	DEPOSIT MERCHANT BNKCD 8752044092 02/01/11 ID #-434398325887	1,950.80
2/01	DEPOSIT MERCHANT BNKCD 8752044092 02/01/11 ID #-434398325887	4,233.20
2/01	DDA REGULAR DEPOSIT	2,486.00
2/01	DDA REGULAR DEPOSIT	3,756.45
2/01	DDA REGULAR DEPOSIT	4,901.91
2/01	DDA REGULAR DEPOSIT	6,014.00
2/02	DEPOSIT MERCHANT BNKCD 8752044092 02/02/11 ID #-434398325887	2,039.88
2/03	DEPOSIT MERCHANT BNKCD 8752044092 02/03/11 ID #-434398325887	1,575.14
2/03	DDA REGULAR DEPOSIT	4,150.57
2/04	DEPOSIT MERCHANT BNKCD 8752044092 02/04/11	78.40

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Date 2/28/11 Page 2
Account 850003468
Enclosures 91

BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
2/04	SETTLEMENT AMERICAN EXPRESS 1134992250 02/04/11	388.00
	ID #-4390344596	
2/04	DEPOSIT MERCHANT BNKCD 8752044092 02/04/11	2,042.24
	ID #-434398325887	
2/07	DEPOSIT MERCHANT BNKCD 8752044092 02/07/11	1,459.44
	ID #-434398325887	
2/07	DDA REGULAR DEPOSIT	2,028.68
2/08	DEPOSIT MERCHANT BNKCD 8752044092 02/08/11	78.40
	ID #-434398325887	
2/08	DEPOSIT MERCHANT BNKCD 8752044092 02/08/11	150.40
	ID #-434398325887	
2/08	DEPOSIT MERCHANT BNKCD 8752044092 02/08/11	466.60
	ID #-434398325887	
2/09	DEPOSIT MERCHANT BNKCD 8752044092 02/09/11	39.20
	ID #-434398325887	
2/09	DEPOSIT MERCHANT BNKCD 8752044092 02/09/11	562.40
	ID #-434398325887	
2/10	DEPOSIT MERCHANT BNKCD 8752044092 02/10/11	585.00
	ID #-434398325887	
2/11	DEPOSIT MERCHANT BNKCD 8752044092 02/11/11	1,700.14
	ID #-434398325887	
2/11	DDA REGULAR DEPOSIT	4,352.34
2/14	DEPOSIT MERCHANT BNKCD 8752044092 02/14/11	39.20

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STATEMENT

Date 2/28/11 Page 3
Account 850003468
Enclosures 91

BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
2/14	DEPOSIT MERCHANT BNKCD 8752044092 02/14/11	722.05
	ID #-434398325887	
2/15	DEPOSIT MERCHANT BNKCD 8752044092 02/15/11	39.20
	ID #-434398325887	
2/15	DEPOSIT MERCHANT BNKCD 8752044092 02/15/11	348.28
	ID #-434398325887	
2/15	DEPOSIT MERCHANT BNKCD 8752044092 02/15/11	617.60
	ID #-434398325887	
2/15	DDA REGULAR DEPOSIT	1,959.54
2/16	DEPOSIT MERCHANT BNKCD 8752044092 02/16/11	673.96
	ID #-434398325887	
2/17	DEPOSIT MERCHANT BNKCD 8752044092 02/17/11	1,316.08
	ID #-434398325887	
2/18	DEPOSIT MERCHANT BNKCD 8752044092 02/18/11	39.20
	ID #-434398325887	
2/18	DEPOSIT MERCHANT BNKCD 8752044092 02/18/11	39.20
	ID #-434398325887	
2/18	DDA REGULAR DEPOSIT	2,435.81
2/22	DEPOSIT MERCHANT BNKCD 8752044092 02/22/11	10.00
	ID #-434398325887	
2/22	DEPOSIT MERCHANT BNKCD 8752044092 02/22/11	39.20
	ID #-434398325887	
2/22	DEPOSIT MERCHANT BNKCD 8752044092 02/22/11	629.44

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STATEMENT

Date 2/28/11 Page 4
Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
2/22	DEPOSIT MERCHANT BNKCD	1,290.92
	8752044092 02/22/11	
	ID #-434398325887	
2/23	SETTLEMENT AMERICAN EXPRESS	10.00
	1134992250 02/23/11	
	ID #-4390344596	
2/23	DEPOSIT MERCHANT BNKCD	78.40
	8752044092 02/23/11	
	ID #-434398325887	
2/23	DDA REGULAR DEPOSIT	2,690.37
2/24	DEPOSIT MERCHANT BNKCD	44.20
	8752044092 02/24/11	
	ID #-434398325887	
2/24	DEPOSIT MERCHANT BNKCD	1,296.88
	8752044092 02/24/11	
	ID #-434398325887	
2/25	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 02/25/11	
	ID #-434398325887	
2/25	DEPOSIT MERCHANT BNKCD	775.22
	8752044092 02/25/11	
	ID #-434398325887	
2/28	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 02/28/11	
	ID #-434398325887	
2/28	SETTLEMENT AMERICAN EXPRESS	79.52
	1134992250 02/28/11	
	ID #-4390344596	
2/28	DEPOSIT MERCHANT BNKCD	350.12
	8752044092 02/28/11	
	ID #-434398325887	

Withdrawals and Deductions

Date	Description	Amount

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STATEMENT

Date 2/28/11 Page 5
Account 850003468
Enclosures 91

BUSINESS CHECKING 850003468 (Continued)

Withdrawals and Deductions

Date	Description	Amount
2/01	PLANS TRH HEALTH 1620450581 02/01/11	93.27
2/02	PREM PYMTS BRIDGEFIELD CASU 1593269531 02/02/11 ID #-196352189627	653.87
2/02	USATAXPYMT IRS 3387702000 02/02/11 ID #-270143323817274	890.64
2/03	FEE MERCHANT BNKCD 8752044092 02/03/11 ID #-434398325887	961.73
2/04	AXP DISCNT AMERICAN EXPRESS 1134992250 02/04/11 ID #-4390344596	41.44
2/08	DEBIT SC DEPT REVENUE 5576000286 02/08/11 ID #-2632424-1	770.91
2/08	USATAXPYMT IRS 3387702000 02/08/11 ID #-270143991161065	883.23
2/15	COLLECTION AMERICAN EXPRESS 1134992250 02/15/11 ID #-4390344596	4.95
2/15	E-PAYMENT DISCOVER 2510020270 02/15/11 ID #-3858	214.72
2/15	DDA DEBIT MEMO	1,003.95
2/18	E CHECK VZ WIRELESS VE 0000751800 02/18/11 ID #-6383599	286.92
2/24	E-PAYMENT DISCOVER 2510020270 02/24/11 ID #-3858	51.26
2/28	SERVICE CHARGE	27.26

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STATEMENT

Date 2/28/11 Page 6
Account 850003468
Enclosures 91

BUSINESS CHECKING 850003468 (Continued)

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
2/01	17195	40.00	2/11	17241	305.24
2/03	17198*	107.72	2/11	17242	346.47
2/02	17203*	624.67	2/11	17243	432.86
2/01	17206*	265.76	2/14	17244	624.67
2/04	17208*	280.23	2/14	17245	608.74
2/01	17209	1,000.00	2/14	17246	104.37
2/01	17210	22.86	2/14	17247	265.76
2/03	17211	1,108.99	2/15	17248	216.36
2/04	17212	1,835.16	2/11	17249	280.23
2/07	17213	293.29	2/14	17250	28.68
2/03	17214	1,015.63	2/18	17251	65.70
2/03	17215	610.86	2/15	17252	8.72
2/03	17216	175.00	2/22	17253	5,008.06
2/04	17218*	600.00	2/16	17254	335.09
2/03	17219	7,500.00	2/18	17255	305.24
2/03	17220	15.13	2/18	17256	346.47
2/09	17221	30.17	2/22	17257	432.85
2/04	17222	305.24	2/22	17258	624.65
2/07	17223	346.47	2/18	17259	608.74
2/04	17224	432.86	2/22	17260	117.02
2/09	17225	624.66	2/22	17261	272.18
2/04	17226	608.74	2/22	17262	113.83
2/07	17227	110.69	2/18	17263	280.23
2/07	17228	265.76	2/18	17264	50.00
2/08	17229	210.93	2/22	17265	731.32
2/04	17230	280.23	2/22	17266	610.00
2/07	17232*	500.00	2/25	17267	224.51
2/10	17233	150.00	2/28	17268	800.00
2/17	17234	1,300.00	2/24	17269	900.00
2/15	17235	388.25	2/25	17270	2,743.47
2/28	17236	100.00	2/28	17272*	450.00
2/14	17237	310.85	2/28	17273	917.58
2/10	17238	600.00	2/25	17274	827.11
2/14	17239	10,000.00	2/28	17276*	232.94
2/16	17240	4,729.43	2/28	17277	716.56

* Indicates Break In Check Number Sequence

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STATEMENT

Date 2/28/11 Page 7
Account 850003468
Enclosures 91

BUSINESS CHECKING 850003468 (Continued)

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
2/25	17278	486.21	2/24	17288	500.00
2/25	17279	183.00	2/25	17289	305.24
2/28	17280	1,031.95	2/28	17290	346.47
2/28	17281	1,000.00	2/28	17291	432.86
2/28	17282	152.50	2/28	17292	624.67
2/28	17283	157.58	2/25	17293	608.72
2/28	17284	7.34	2/28	17294	104.37
2/28	17285	546.38	2/28	17296*	216.36
2/23	17286	1,003.95	2/28	17297	280.23
2/28	17287	229.30	2/28	17298	563.42

* Indicates Break In Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
2/01	120,006.92	2/10	112,817.02	2/22	97,706.63
2/02	119,877.62	2/11	117,504.70	2/23	99,481.45
2/03	114,108.27	2/14	106,322.88	2/24	99,371.27
2/04	112,233.01	2/15	107,450.55	2/25	94,807.43
2/07	114,204.92	2/16	103,059.99	2/28	86,338.50
2/08	113,035.25	2/17	103,076.07		
2/09	112,982.02	2/18	103,646.98		

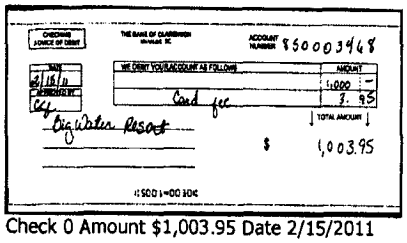
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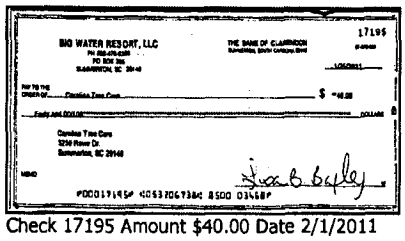
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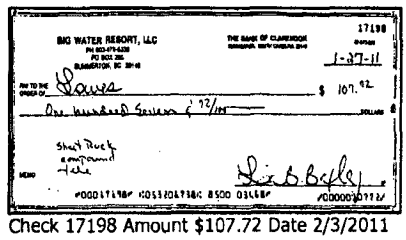
The Bank of Clarendon

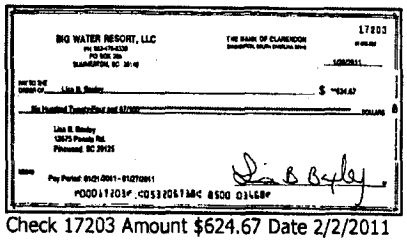
STATEMENT

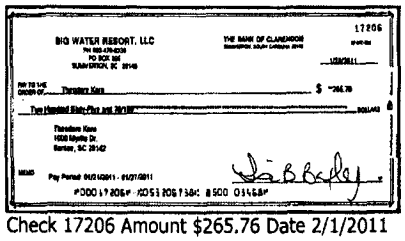
Primary Account: 850003468

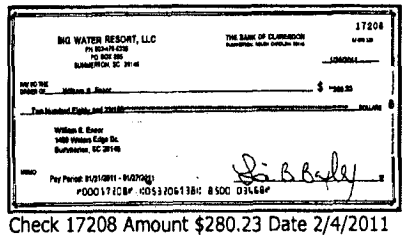

Check 0 Amount $1,003.95 Date 2/15/2011

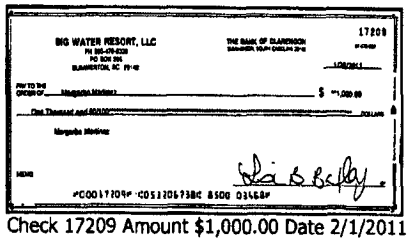

Check 17195 Amount $40.00 Date 2/1/2011

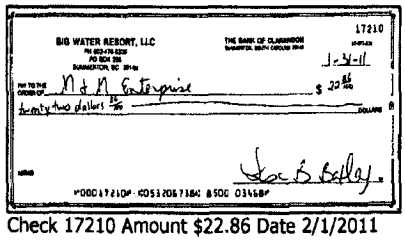

Check 17198 Amount $107.72 Date 2/3/2011

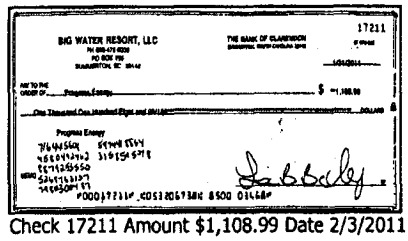

Check 17203 Amount $624.67 Date 2/2/2011

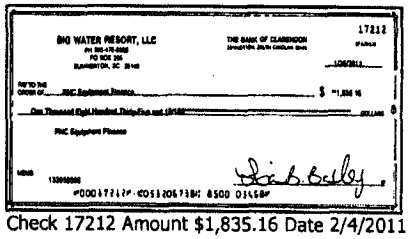

Check 17206 Amount $265.76 Date 2/1/2011

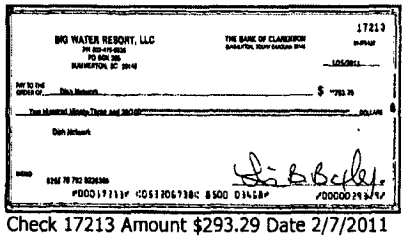

Check 17208 Amount $280.23 Date 2/4/2011

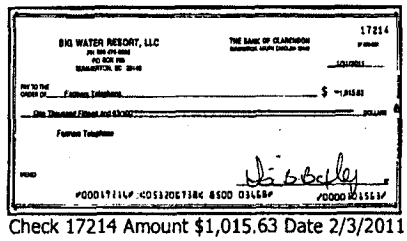

Check 17209 Amount $1,000.00 Date 2/1/2011

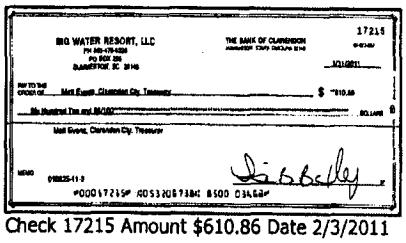

Check 17210 Amount $22.86 Date 2/1/2011

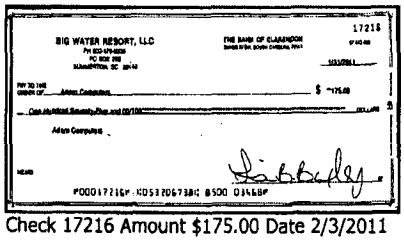

Check 17211 Amount $1,108.99 Date 2/3/2011

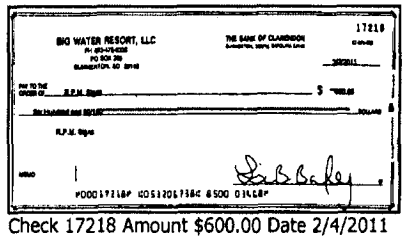

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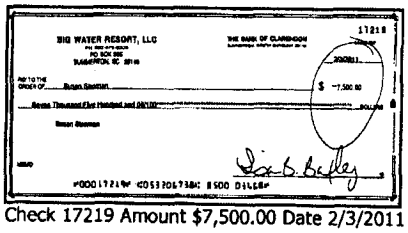

Check 17213 Amount $293.29 Date 2/7/2011

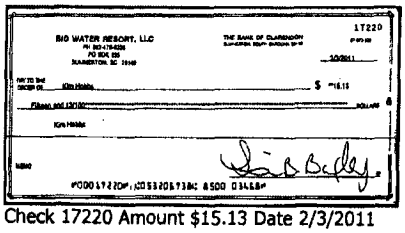

Check 17214 Amount $1,015.63 Date 2/3/2011

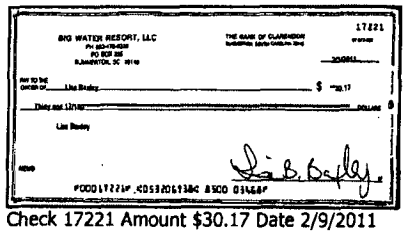

Check 17215 Amount $610.86 Date 2/3/2011


Check 17216 Amount $175.00 Date 2/3/2011


Check 17218 Amount $600.00 Date 2/4/2011


Check 17219 Amount $7,500.00 Date 2/3/2011


Check 17220 Amount $15.13 Date 2/3/2011

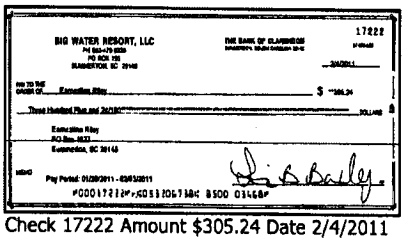

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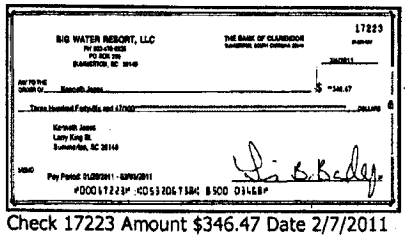
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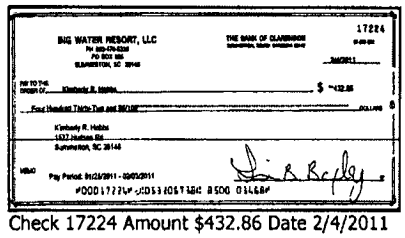
The Bank of Clarendon

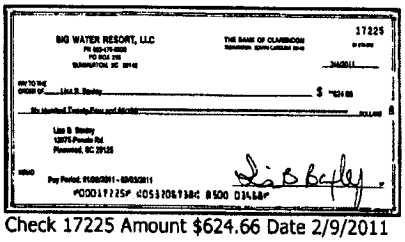
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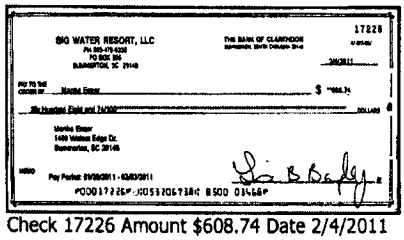
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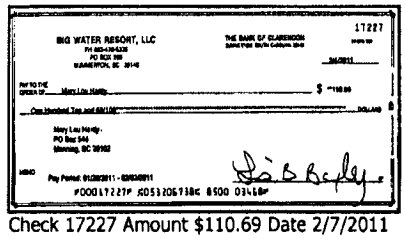

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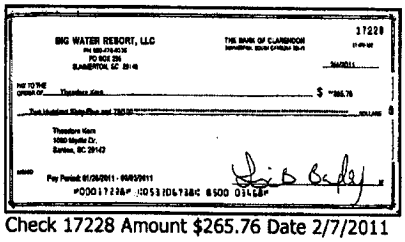

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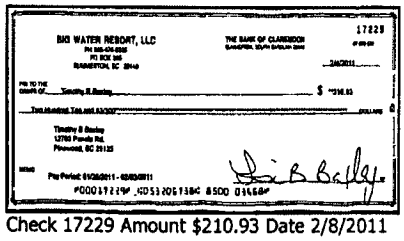

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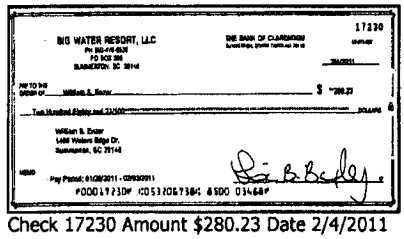

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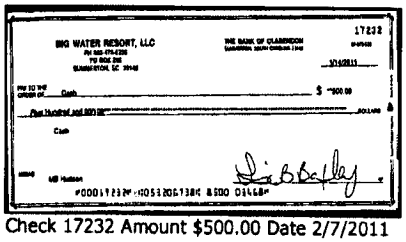

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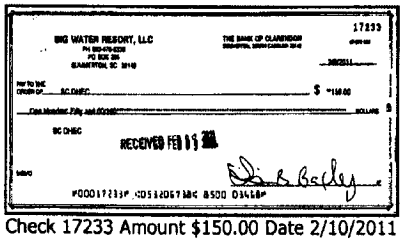

Check 17227 Amount $110.69 Date 2/7/2011

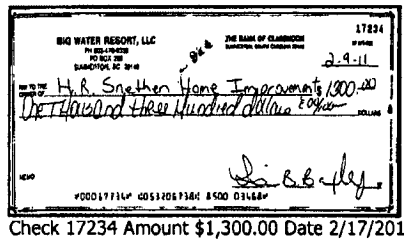

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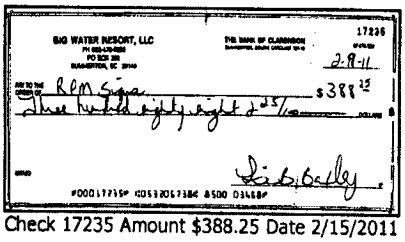

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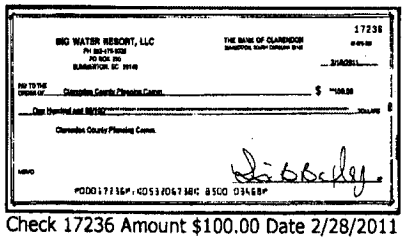

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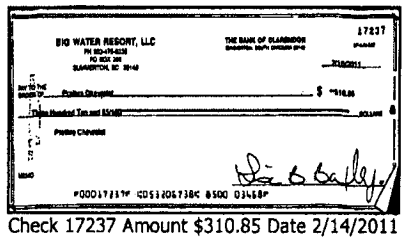

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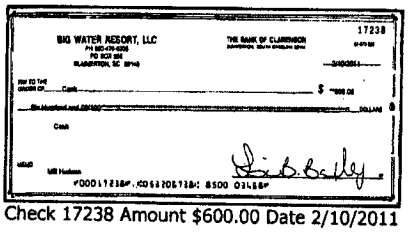

Check 17233 Amount $150.00 Date 2/10/2011

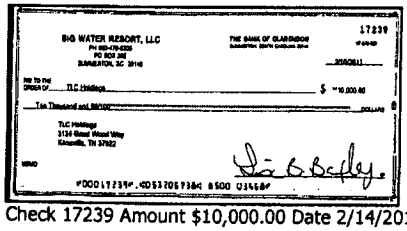

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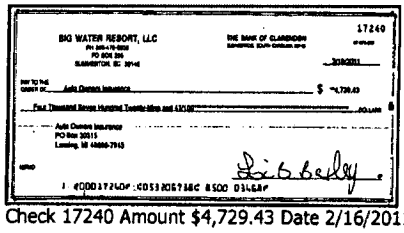

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Check 17236 Amount $100.00 Date 2/28/2011

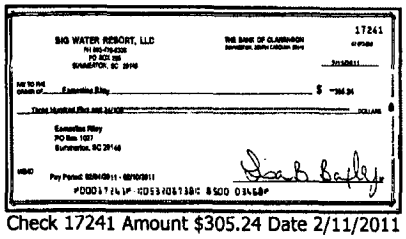

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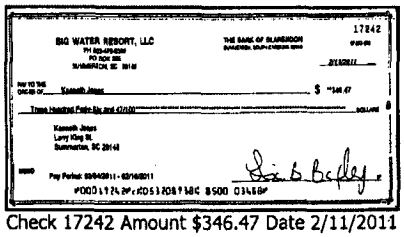

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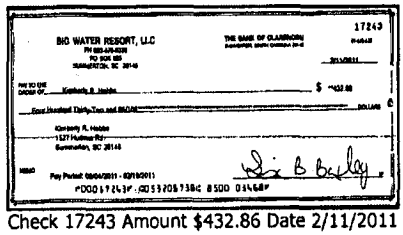

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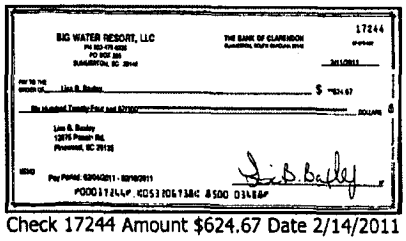

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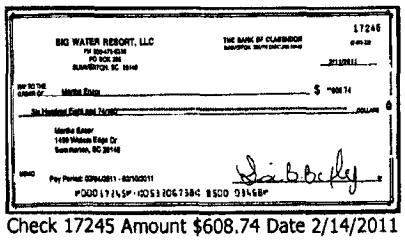
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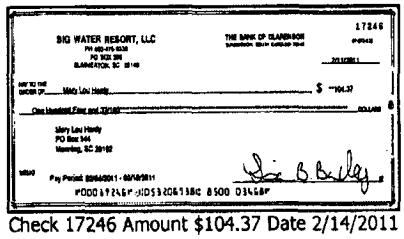

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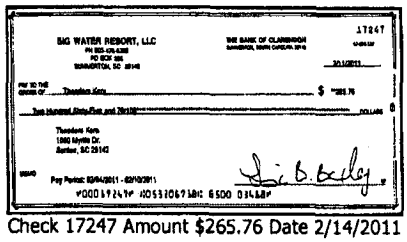

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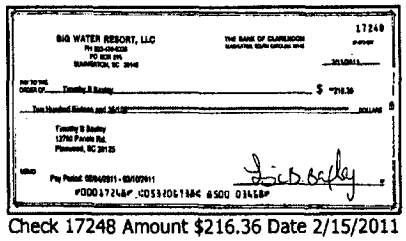

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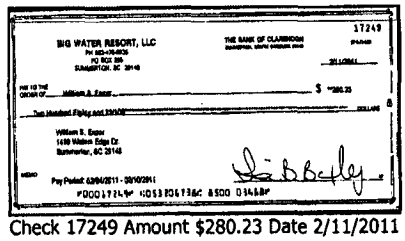

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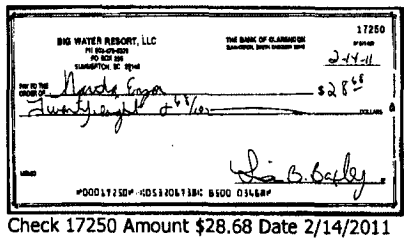

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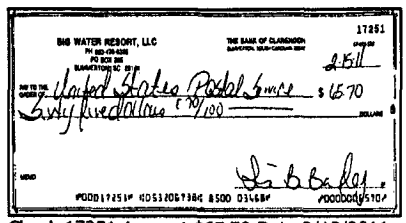

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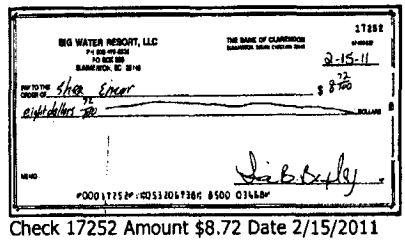

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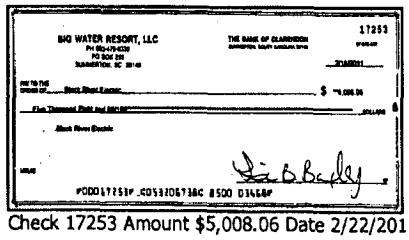

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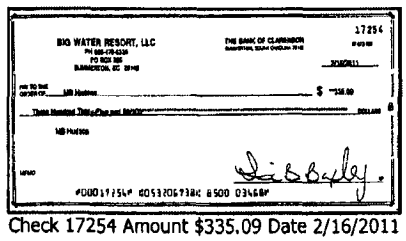

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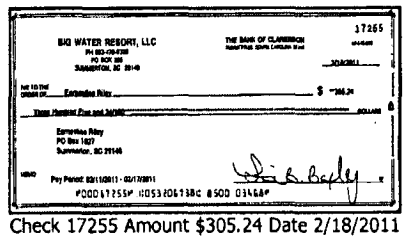

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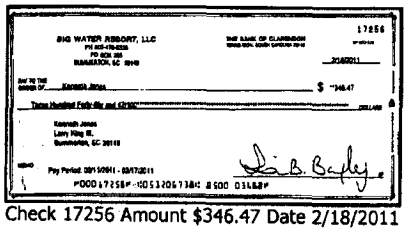

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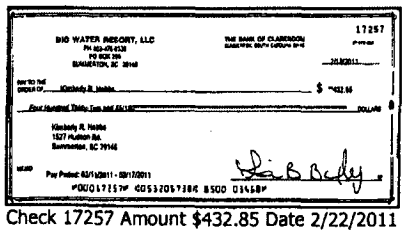

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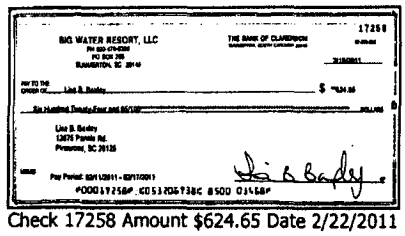

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Check 17254 Amount $335.09 Date 2/16/2011


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Check 17256 Amount $346.47 Date 2/18/2011


Check 17257 Amount $432.85 Date 2/22/2011

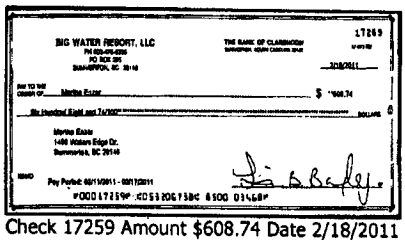

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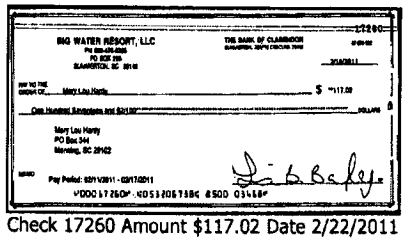
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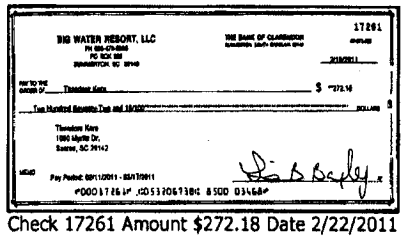
The Bank of Clarendon

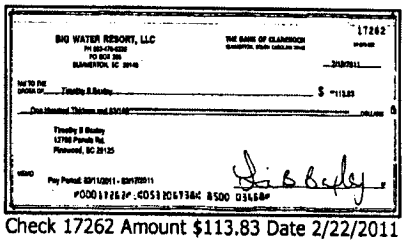
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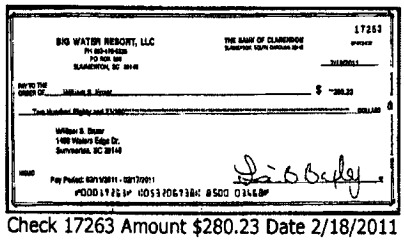
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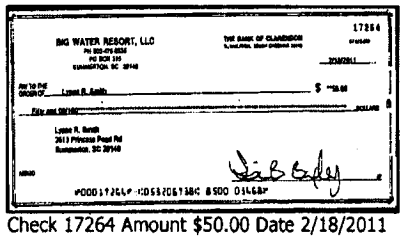

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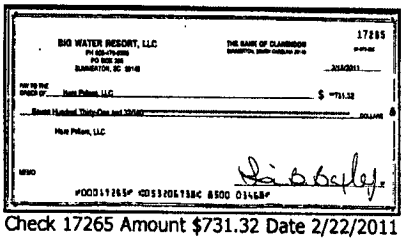

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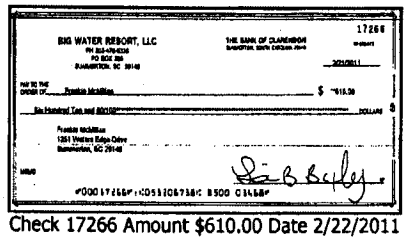

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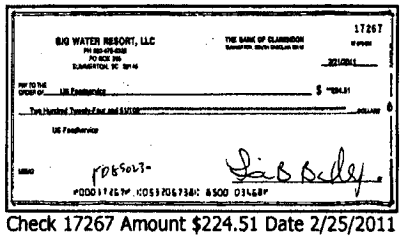

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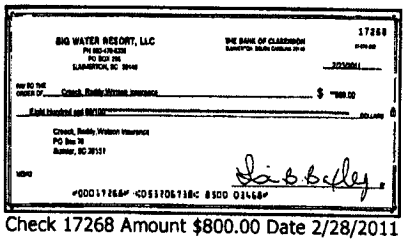

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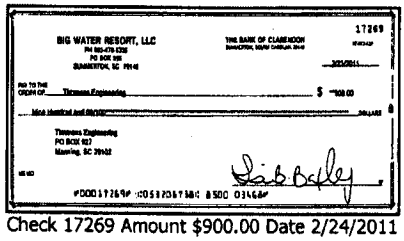

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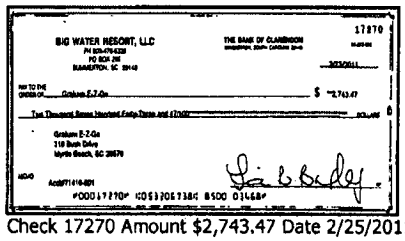

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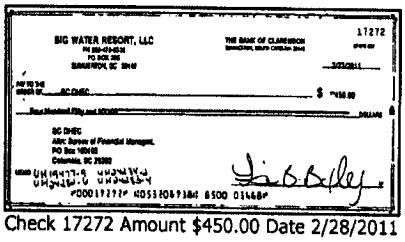

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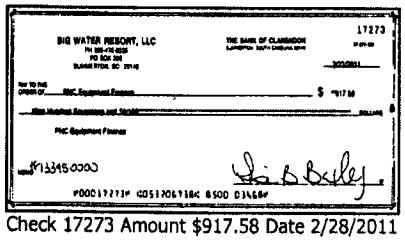

Check 17267 Amount $224.51 Date 2/25/2011

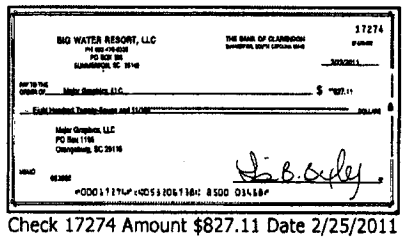

Check 17268 Amount $800.00 Date 2/28/2011

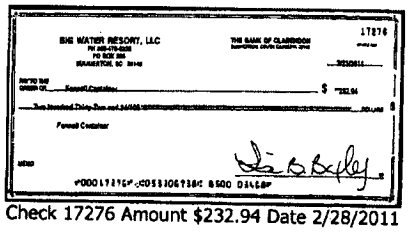

Check 17269 Amount $900.00 Date 2/24/2011

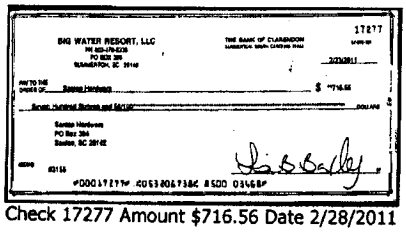

Check 17270 Amount $2,743.47 Date 2/25/2011

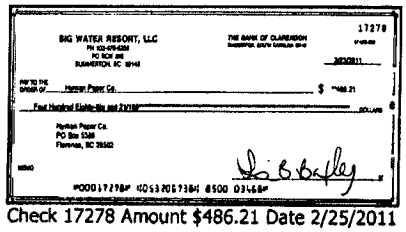

Check 17272 Amount $450.00 Date 2/28/2011


Check 17273 Amount $917.58 Date 2/28/2011


Check 17274 Amount $827.11 Date 2/25/2011


Check 17276 Amount $232.94 Date 2/28/2011


Check 17277 Amount $716.56 Date 2/28/2011

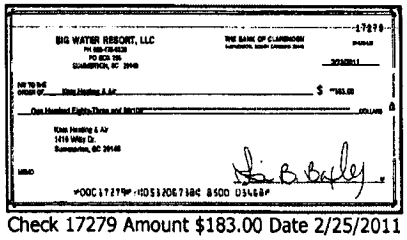

Check 17278 Amount $486.21 Date 2/25/2011

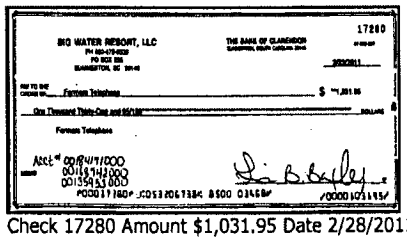
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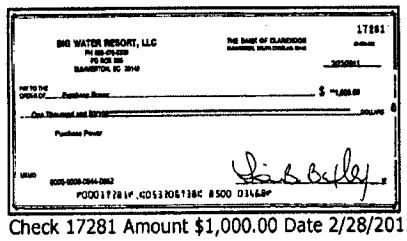
The Bank of Clarendon

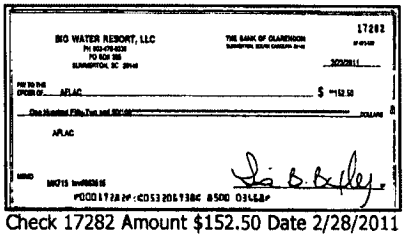
STATEMENT

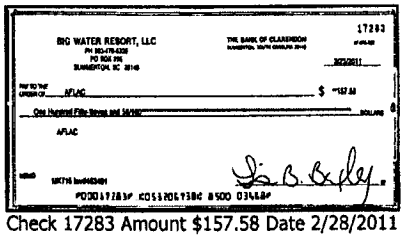
Primary Account: 850003468

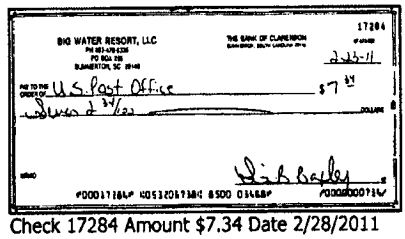

Check 17279 Amount $183.00 Date 2/25/2011

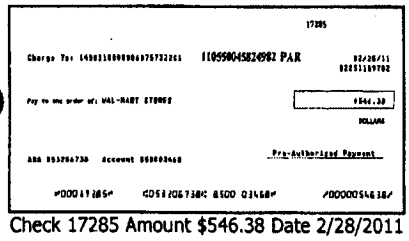

Check 17280 Amount $1,031.95 Date 2/28/2011

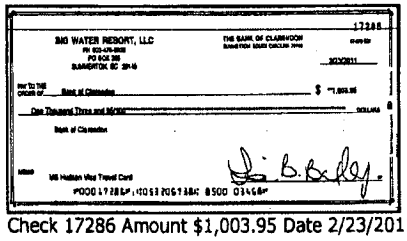

Check 17281 Amount $1,000.00 Date 2/28/2011

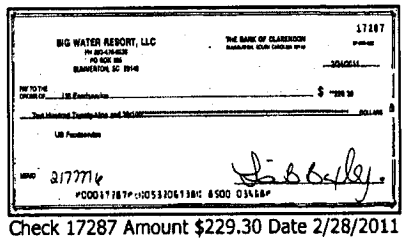

Check 17282 Amount $152.50 Date 2/28/2011

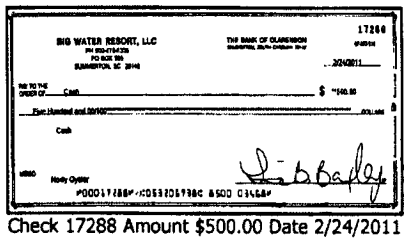

Check 17283 Amount $157.58 Date 2/28/2011

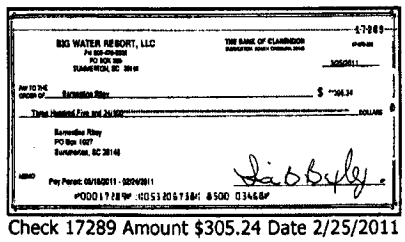

Check 17284 Amount $7.34 Date 2/28/2011

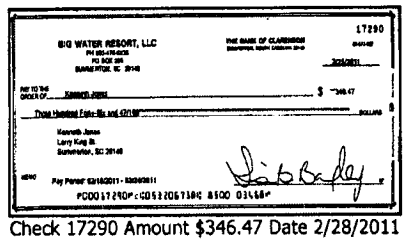

Check 17285 Amount $546.38 Date 2/28/2011

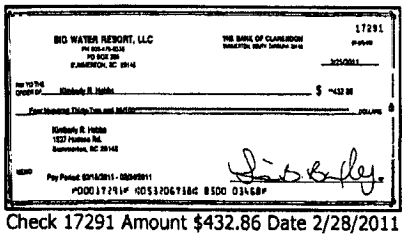

Check 17286 Amount $1,003.95 Date 2/23/2011

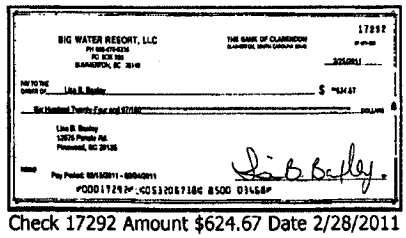

Check 17287 Amount $229.30 Date 2/28/2011

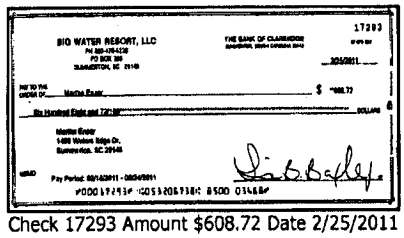

Check 17288 Amount $500.00 Date 2/24/2011

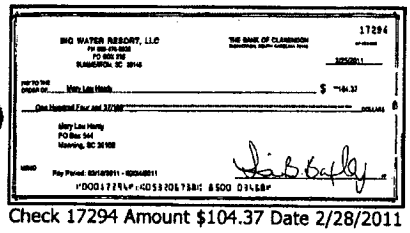

Check 17289 Amount $305.24 Date 2/25/2011

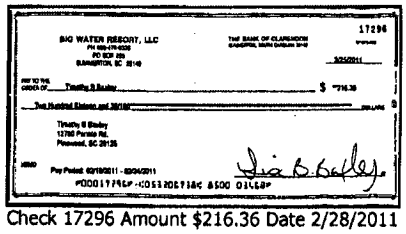

Check 17290 Amount $346.47 Date 2/28/2011

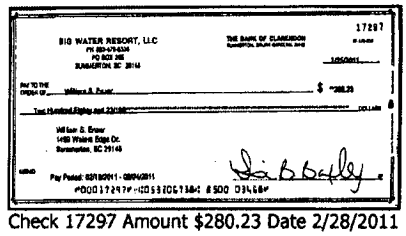

Check 17291 Amount $432.86 Date 2/28/2011


Check 17292 Amount $624.67 Date 2/28/2011


Check 17293 Amount $608.72 Date 2/25/2011


Check 17294 Amount $104.37 Date 2/28/2011

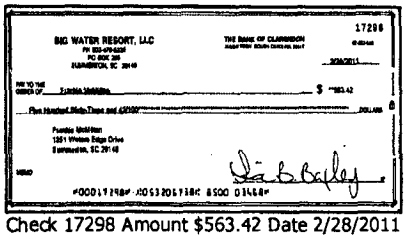

Check 17296 Amount $216.36 Date 2/28/2011


Check 17297 Amount $280.23 Date 2/28/2011

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STATEMENT

Primary Account: 850003468



Check 17298 Amount $563.42 Date 2/28/2011

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Account 850003468
Enclosures 78

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		78
Account Number		850003468	Statement Dates	1/01/11 thru	1/31/11
Previous Balance	$	15,767.24	Days This Statement Period		31
58 Deposits	$	136,833.41	Average Balance	$	82,156
90 Checks/Charges	$	55,333.82	Avg Collected Bal	$	77,764
Service Charge	$	43.26			
Interest Paid	$	.00			
Current Balance	$	97,223.57			

========== Deposits and Additions ==========

Date	Description	Amount
1/03	SETTLEMENT AMERICAN EXPRESS 1134992250 01/03/11 ID #-4390344596	306.00
1/03	DEPOSIT MERCHANT BNKCD 8752044092 01/03/11 ID #-434398325887	306.00
1/03	DEPOSIT MERCHANT BNKCD 8752044092 01/03/11 ID #-434398325887	521.44
1/03	DDA REGULAR DEPOSIT	1,349.67
1/03	DDA REGULAR DEPOSIT	1,444.00
1/03	DDA REGULAR DEPOSIT	2,026.00
1/03	DDA REGULAR DEPOSIT	5,202.00
1/03	DDA REGULAR DEPOSIT	6,186.00
1/03	DDA REGULAR DEPOSIT	6,596.00
1/03	DDA REGULAR DEPOSIT	6,596.00
1/03	DDA REGULAR DEPOSIT	6,984.00
1/04	DEPOSIT MERCHANT BNKCD 8752044092 01/04/11 ID #-434398325887	30.00
1/04	DEPOSIT MERCHANT BNKCD 8752044092 01/04/11 ID #-434398325887	222.88
1/04	DEPOSIT MERCHANT BNKCD 8752044092 01/04/11	2,185.80

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Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
1/04	DDA REGULAR DEPOSIT	2,504.00
1/04	DDA REGULAR DEPOSIT	2,664.00
1/04	DDA REGULAR DEPOSIT	4,128.50
1/04	DDA REGULAR DEPOSIT	6,596.00
1/06	DEPOSIT MERCHANT BNKCD	78.40
	8752044092 01/06/11	
	ID #-434398325887	
1/06	DEPOSIT MERCHANT BNKCD	1,115.98
	8752044092 01/06/11	
	ID #-434398325887	
1/06	DDA REGULAR DEPOSIT	1,867.94
1/06	DDA REGULAR DEPOSIT	3,843.83
1/06	DDA REGULAR DEPOSIT	4,236.82
1/06	DDA REGULAR DEPOSIT	5,895.00
1/07	DEPOSIT MERCHANT BNKCD	388.00
	8752044092 01/07/11	
	ID #-434398325887	
1/10	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 01/10/11	
	ID #-434398325887	
1/11	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 01/11/11	
	ID #-434398325887	
1/11	DEPOSIT MERCHANT BNKCD	117.60
	8752044092 01/11/11	
	ID #-434398325887	
1/12	DDA REGULAR DEPOSIT	2,323.60
1/12	DDA REGULAR DEPOSIT	4,886.06
1/12	DDA REGULAR DEPOSIT	5,238.00
1/13	DEPOSIT MERCHANT BNKCD	2,553.80
	8752044092 01/13/11	
	ID #-434398325887	
1/14	DEPOSIT MERCHANT BNKCD	1,201.05
	8752044092 01/14/11	

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STATEMENT

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Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
1/14	DDA REGULAR DEPOSIT	4,694.06
1/18	DEPOSIT MERCHANT BNKCD 8752044092 01/18/11 ID #-434398325887	97.00
1/18	DEPOSIT MERCHANT BNKCD 8752044092 01/18/11 ID #-434398325887	309.00
1/18	SETTLEMENT AMERICAN EXPRESS 1134992250 01/18/11 ID #-4390344596	388.00
1/18	DEPOSIT MERCHANT BNKCD 8752044092 01/18/11 ID #-434398325887	1,296.58
1/18	DDA REGULAR DEPOSIT	2,354.32
1/18	DDA REGULAR DEPOSIT	5,145.00
1/19	DEPOSIT MERCHANT BNKCD 8752044092 01/19/11 ID #-434398325887	5,786.44
1/20	DEPOSIT MERCHANT BNKCD 8752044092 01/20/11 ID #-434398325887	715.92
1/21	DEPOSIT MERCHANT BNKCD 8752044092 01/21/11 ID #-434398325887	828.54
1/24	SETTLEMENT AMERICAN EXPRESS 1134992250 01/24/11 ID #-4390344596	490.00
1/24	DEPOSIT MERCHANT BNKCD 8752044092 01/24/11 ID #-434398325887	1,207.14
1/24	DDA REGULAR DEPOSIT	1,134.63
1/24	DDA REGULAR DEPOSIT	2,811.32
1/24	DDA REGULAR DEPOSIT	4,514.58
1/25	DEPOSIT MERCHANT BNKCD 8752044092 01/25/11	39.20

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Account 850003468
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BUSINESS CHECKING 850003468 (Continued)

Deposits and Additions

Date	Description	Amount
	ID #-434398325887	
1/25	DEPOSIT MERCHANT BNKCD	670.88
	8752044092 01/25/11	
	ID #-434398325887	
1/25	DEPOSIT MERCHANT BNKCD	1,436.21
	8752044092 01/25/11	
	ID #-434398325887	
1/26	DEPOSIT MERCHANT BNKCD	860.88
	8752044092 01/26/11	
	ID #-434398325887	
1/27	DEPOSIT MERCHANT BNKCD	1,448.82
	8752044092 01/27/11	
	ID #-434398325887	
1/28	DEPOSIT MERCHANT BNKCD	39.20
	8752044092 01/28/11	
	ID #-434398325887	
1/28	DEPOSIT MERCHANT BNKCD	247.76
	8752044092 01/28/11	
	ID #-434398325887	
1/28	DDA REGULAR DEPOSIT	2,495.76
1/28	DDA REGULAR DEPOSIT	6,181.01
1/31	DEPOSIT MERCHANT BNKCD	1,968.39
	8752044092 01/31/11	
	ID #-434398325887	

Withdrawals and Deductions

Date	Description	Amount
1/04	FEE MERCHANT BNKCD	123.15
	8752044092 01/04/11	
	ID #-434398325887	
1/04	PREM PYMTS BRIDGEFIELD CASU	883.87
	1593269531 01/04/11	
	ID #-196352189627	
1/05	USATAXPYMT IRS	31.30
	3387702000 01/05/11	

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BUSINESS CHECKING 850003468 (Continued)

========== Withdrawals and Deductions ==========

Date	Description	Amount
	ID #-270140500719574	
1/05	USATAXPYMT IRS	1,167.52
	3387702000 01/05/11	
	ID #-270140500561576	
1/13	USATAXPYMT IRS	885.12
	3387702000 01/13/11	
	ID #-270141355906460	
1/18	COLLECTION AMERICAN EXPRESS	4.95
	1134992250 01/18/11	
	ID #-4390344596	
1/18	E-PAYMENT DISCOVER	187.34
	2510020270 01/18/11	
	ID #-3858	
1/19	PLANS TRH HEALTH	111.64
	1620450581 01/19/11	
1/20	USATAXPYMT IRS	884.25
	3387702000 01/20/11	
	ID #-270142040299301	
1/25	E-PAYMENT DISCOVER	155.05
	2510020270 01/25/11	
	ID #-3858	
1/26	E CHECK VZ WIRELESS VE	309.51
	0000751800 01/26/11	
	ID #-3997414	
1/27	USATAXPYMT IRS	886.38
	3387702000 01/27/11	
	ID #-270142744776921	
1/31	DDA DEBIT MEMO	2,412.00
1/31	SERVICE CHARGE	43.26

..... Summary By Check Number .....

Date	Check No	Amount	Date	Check No	Amount
1/03	17116	613.55	1/21	17123	281.03
1/04	17121*	236.69	1/06	17126*	1,371.64
1/03	17122	170.88	1/07	17129*	315.84

* Indicates Break In Check Number Sequence

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BUSINESS CHECKING 850003468 (Continued)

Summary By Check Number

Date	Check No	Amount	Date	Check No	Amount
1/10	17130	133.03	1/18	17166	608.74
1/10	17131	1,240.31	1/18	17167	104.37
1/04	17132	128.74	1/18	17168	265.76
1/07	17133	64.67	1/18	17169	216.35
1/18	17134	100.00	1/14	17170	280.23
1/06	17135	1,000.00	1/21	17171	138.43
1/06	17136	4,500.00	1/20	17172	46.89
1/07	17137	305.24	1/24	17173	10,000.00
1/10	17138	346.47	1/19	17174	100.00
1/07	17139	432.86	1/19	17175	1,175.00
1/10	17140	624.66	1/28	17176	75.00
1/07	17141	608.74	1/19	17177	900.00
1/11	17142	162.84	1/21	17178	648.00
1/13	17143	265.76	1/24	17179	16.50
1/07	17144	177.11	1/24	17180	58.38
1/07	17145	284.15	1/20	17182*	600.00
1/11	17146	106.01	1/21	17183	200.00
1/12	17147	90.56	1/21	17184	305.24
1/13	17149*	200.00	1/21	17185	346.47
1/19	17150	410.77	1/21	17186	432.85
1/19	17151	4,652.84	1/26	17187	624.66
1/18	17152	231.80	1/21	17188	608.72
1/20	17153	170.20	1/24	17189	110.69
1/18	17154	500.00	1/25	17190	265.76
1/18	17155	341.43	1/24	17191	216.37
1/19	17156	221.30	1/21	17192	280.23
1/19	17157	298.75	1/28	17193	220.00
1/18	17158	59.85	1/25	17194	1,400.00
1/18	17159	416.85	1/27	17197*	969.93
1/20	17160	570.00	1/31	17199*	355.61
1/19	17161	344.45	1/28	17200	346.47
1/14	17162	305.24	1/28	17201	305.24
1/14	17163	346.47	1/28	17202	432.87
1/18	17164	432.86	1/28	17204*	608.74
1/18	17165	624.67	1/31	17205	104.35

* Indicates Break In Check Number Sequence

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BUSINESS CHECKING 850003468 (Continued)

Summary By Check Number

Date	Check No	Amount
1/31	17207*	235.63

* Indicates Break In Check Number Sequence

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
1/01	15,767.24	1/11	74,208.23	1/21	91,830.19
1/03	52,499.92	1/12	86,565.33	1/24	91,585.92
1/04	69,458.65	1/13	87,768.25	1/25	91,911.40
1/05	68,259.83	1/14	92,731.42	1/26	91,838.11
1/06	78,426.16	1/18	98,226.35	1/27	91,430.62
1/07	76,625.55	1/19	95,798.04	1/28	98,406.03
1/10	74,320.28	1/20	94,242.62	1/31	97,223.57

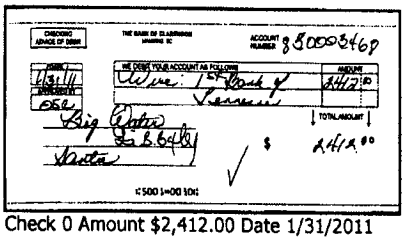
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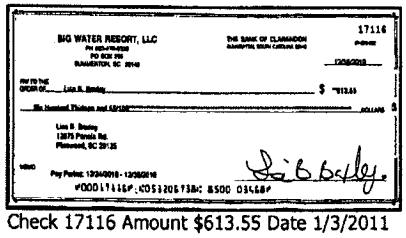
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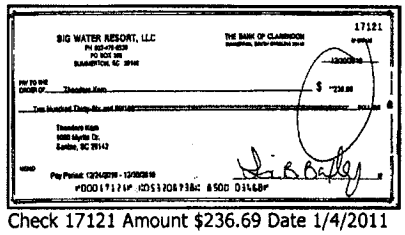
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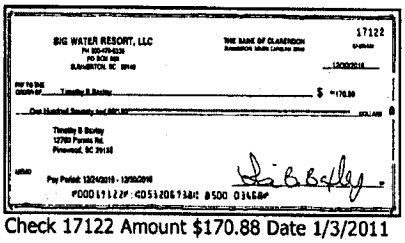
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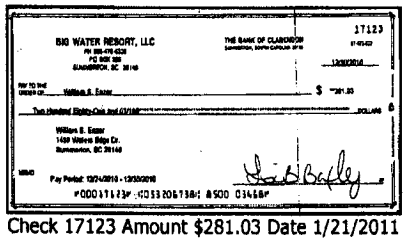
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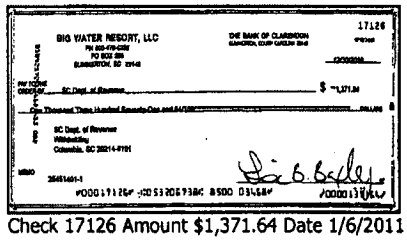

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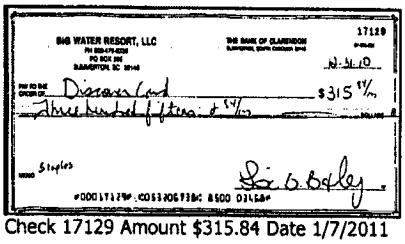

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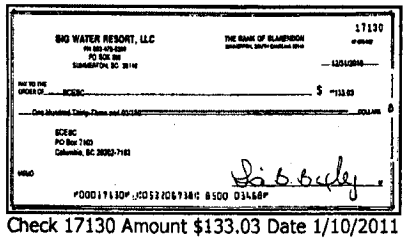

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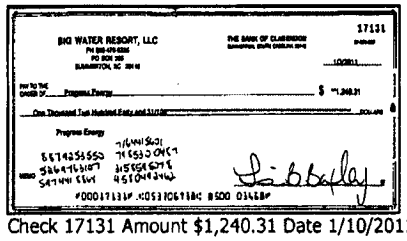

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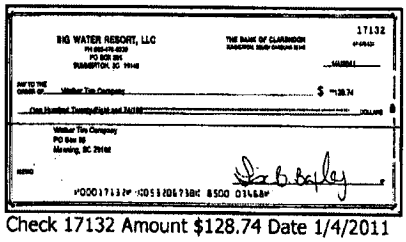

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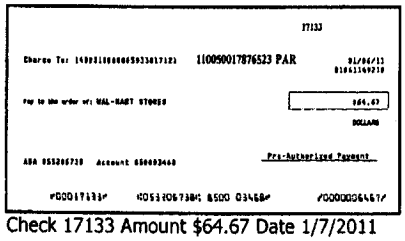

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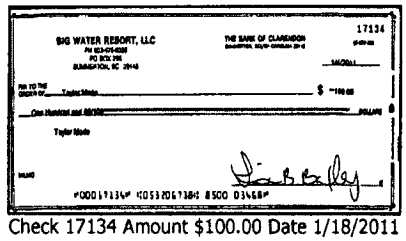

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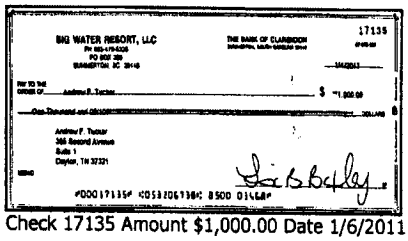

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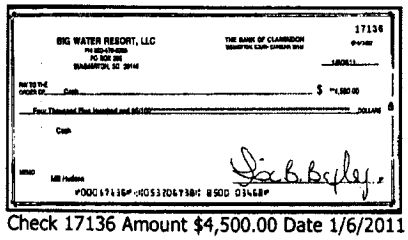

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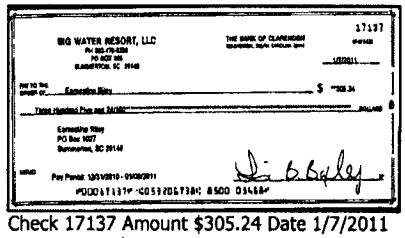

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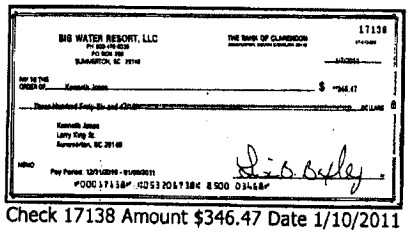

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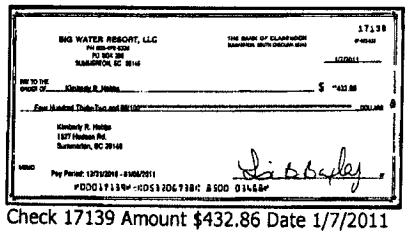

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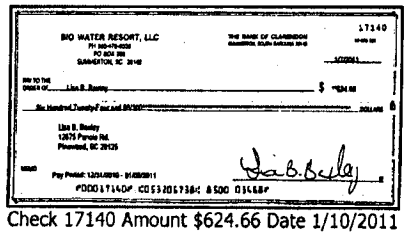

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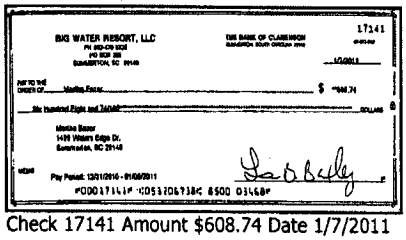

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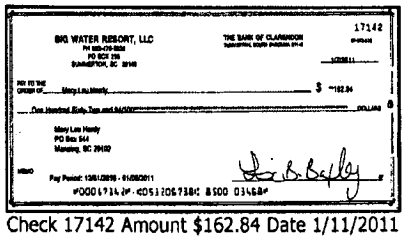
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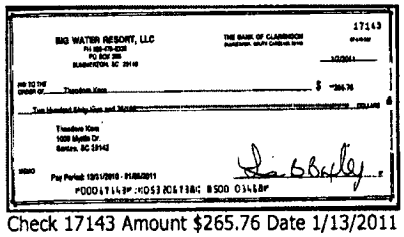
The Bank of Clarendon

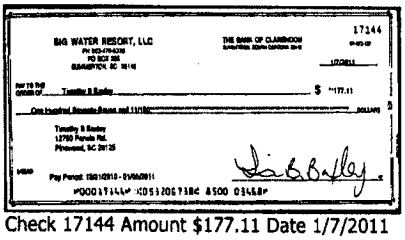
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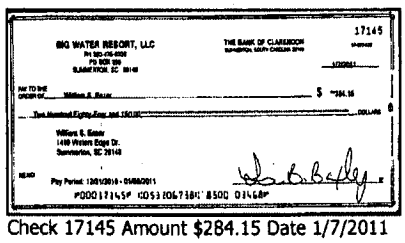
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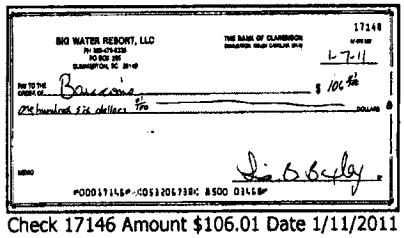

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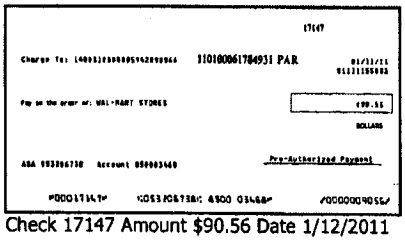

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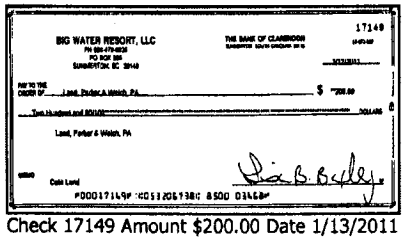

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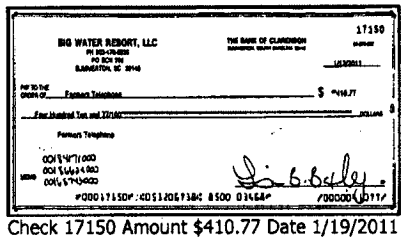

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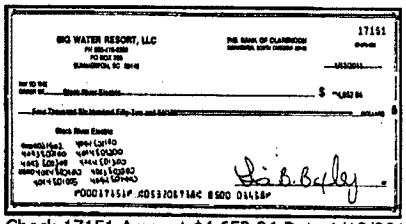

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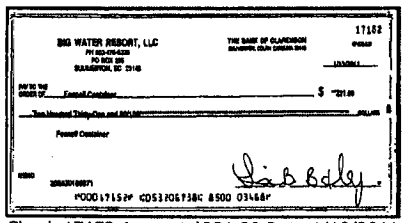

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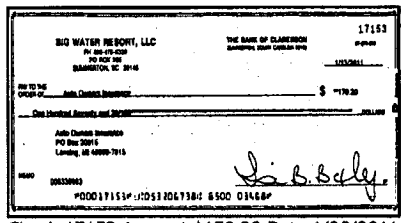

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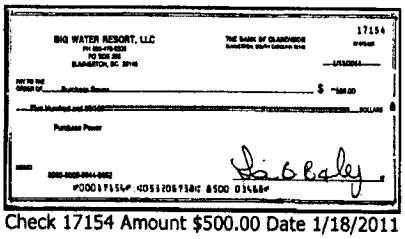

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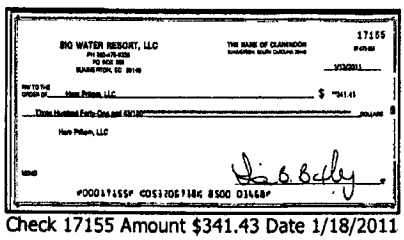

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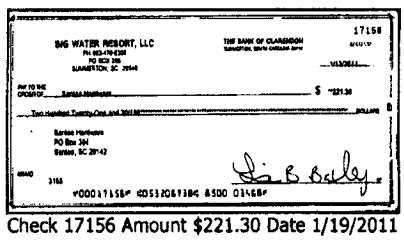

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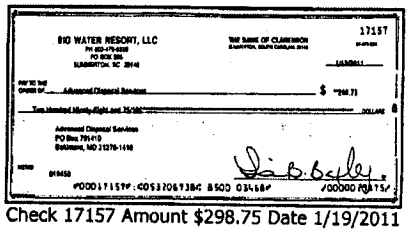

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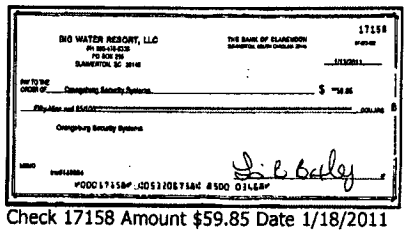

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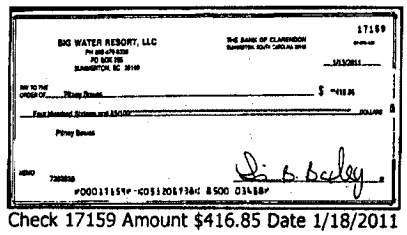

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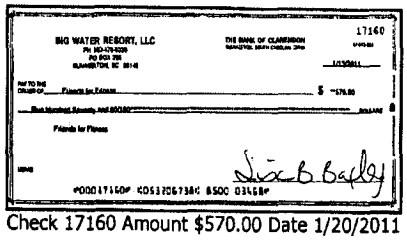

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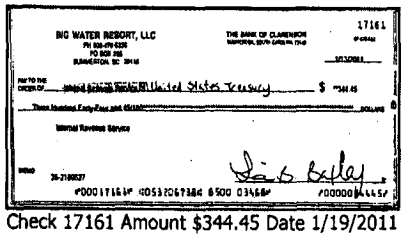
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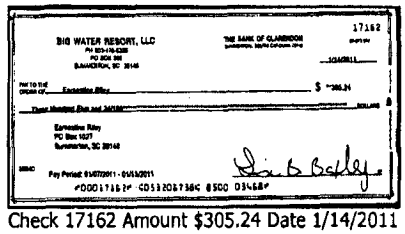
The Bank of Clarendon

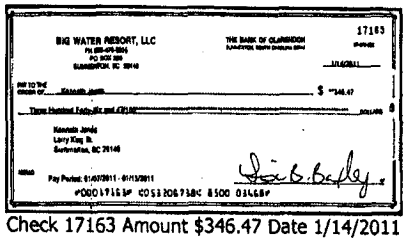
STATEMENT

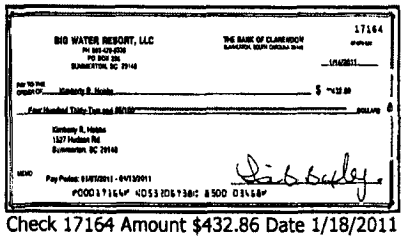
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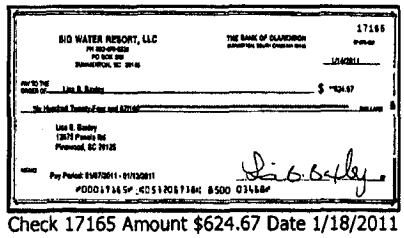

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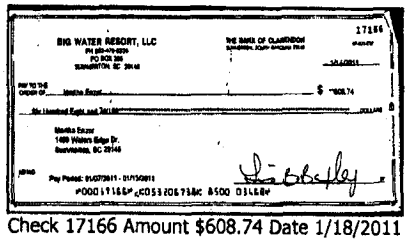

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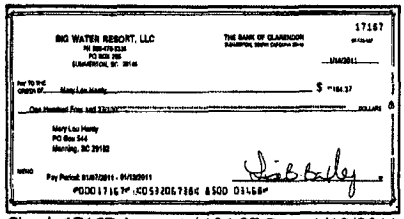

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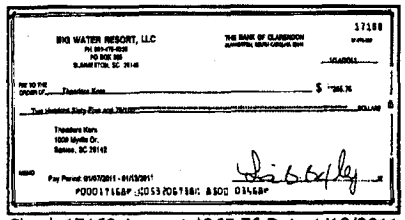

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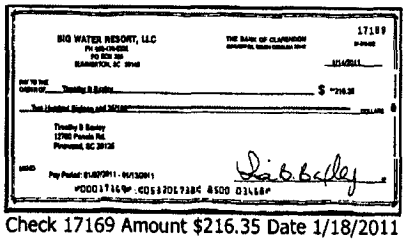

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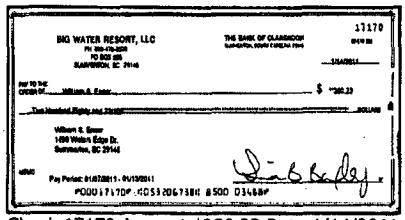

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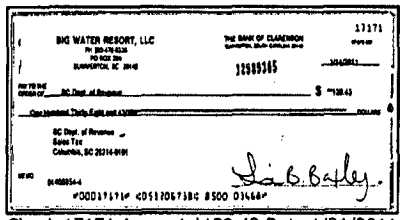

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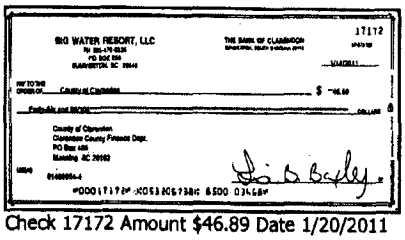

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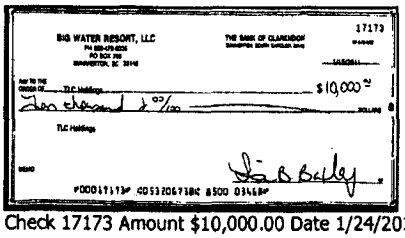

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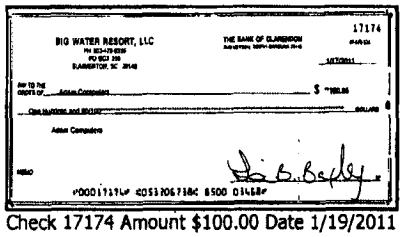

Check 17169 Amount $216.35 Date 1/18/2011

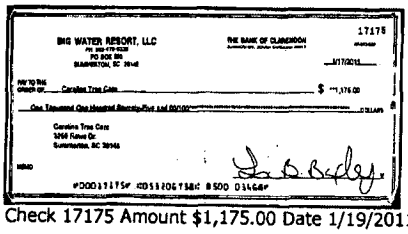

Check 17170 Amount $280.23 Date 1/14/2011

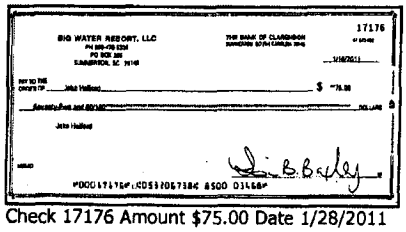

Check 17171 Amount $138.43 Date 1/21/2011

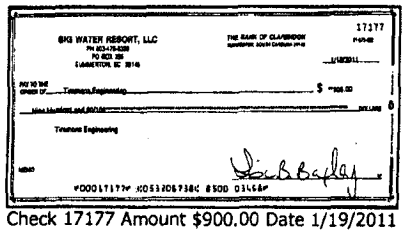

Check 17172 Amount $46.89 Date 1/20/2011


Check 17173 Amount $10,000.00 Date 1/24/2011


Check 17174 Amount $100.00 Date 1/19/2011


Check 17175 Amount $1,175.00 Date 1/19/2011


Check 17176 Amount $75.00 Date 1/28/2011

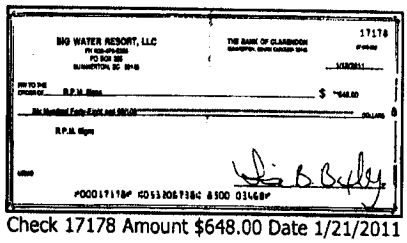

Check 17177 Amount $900.00 Date 1/19/2011

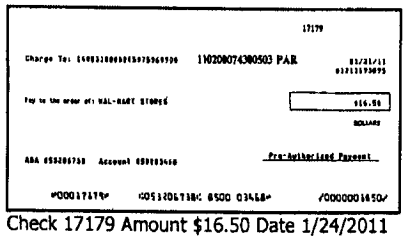
ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

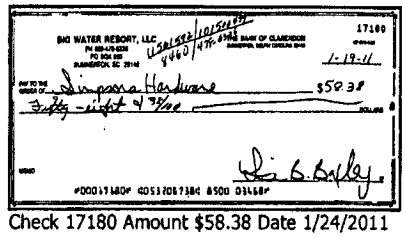
The Bank of Clarendon

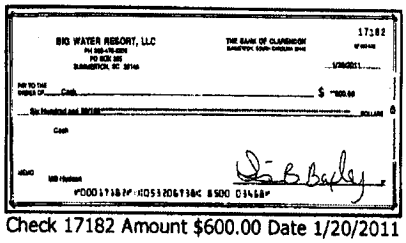
STATEMENT

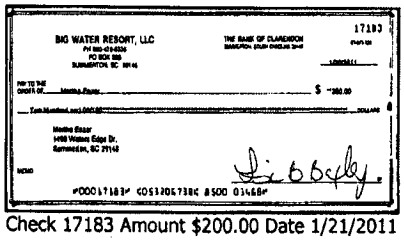
Primary Account: 850003468

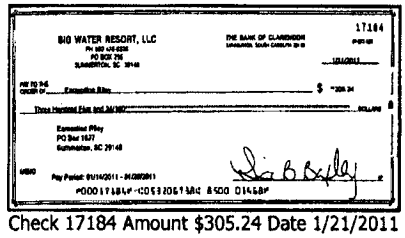

Check 17178 Amount $648.00 Date 1/21/2011

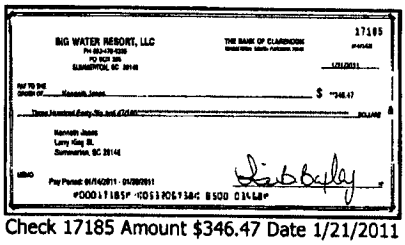

Check 17179 Amount $16.50 Date 1/24/2011

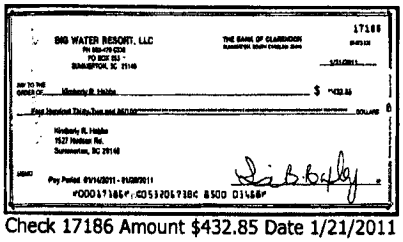

Check 17180 Amount $58.38 Date 1/24/2011

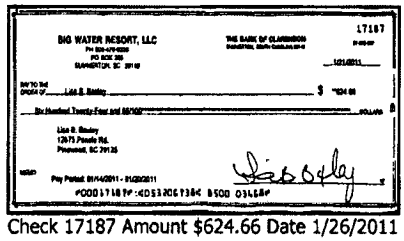

Check 17182 Amount $600.00 Date 1/20/2011

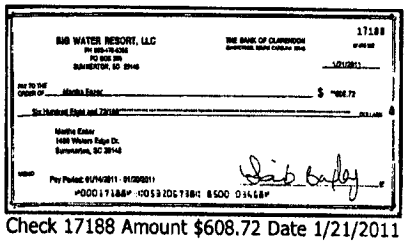

Check 17183 Amount $200.00 Date 1/21/2011

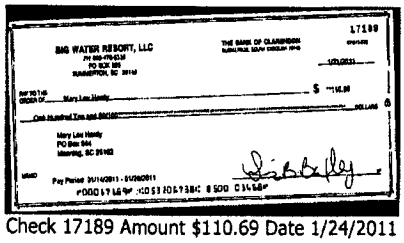

Check 17184 Amount $305.24 Date 1/21/2011

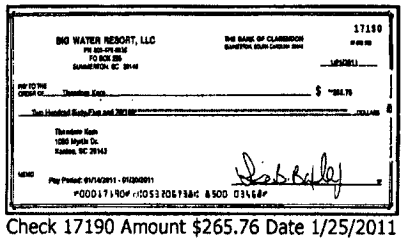

Check 17185 Amount $346.47 Date 1/21/2011

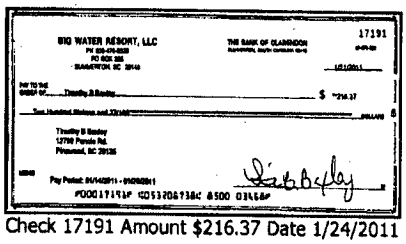

Check 17186 Amount $432.85 Date 1/21/2011

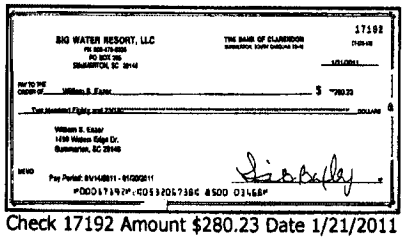

Check 17187 Amount $624.66 Date 1/26/2011

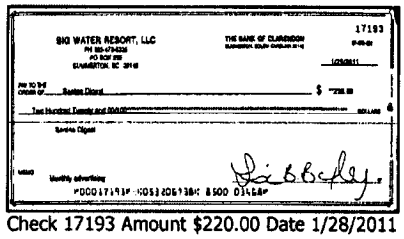

Check 17188 Amount $608.72 Date 1/21/2011

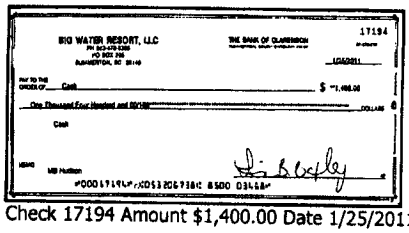

Check 17189 Amount $110.69 Date 1/24/2011

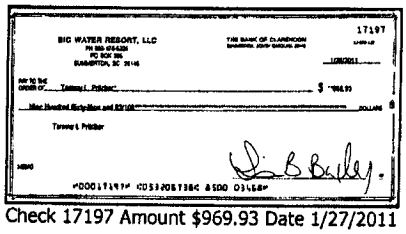

Check 17190 Amount $265.76 Date 1/25/2011

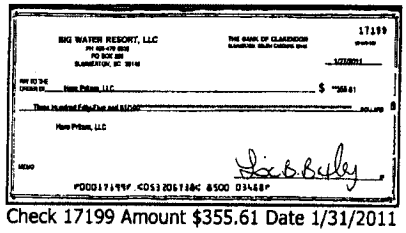

Check 17191 Amount $216.37 Date 1/24/2011


Check 17192 Amount $280.23 Date 1/21/2011


Check 17193 Amount $220.00 Date 1/28/2011


Check 17194 Amount $1,400.00 Date 1/25/2011


Check 17197 Amount $969.93 Date 1/27/2011

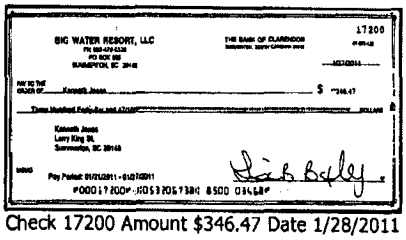

Check 17199 Amount $355.61 Date 1/31/2011

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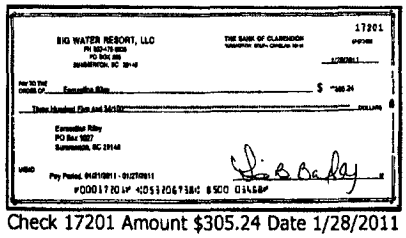
The Bank of Clarendon

STATEMENT

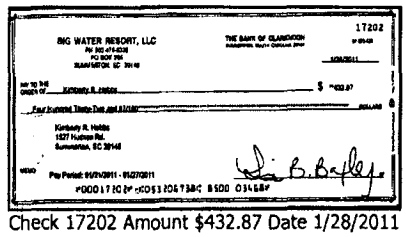
Primary Account: 850003468



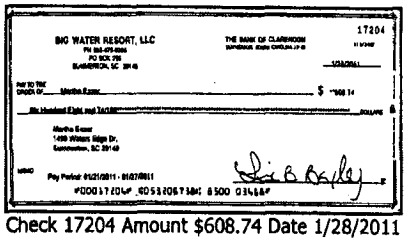
Check 17200 Amount $346.47 Date 1/28/2011



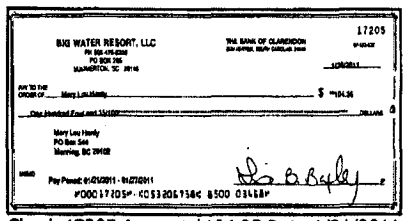
Check 17201 Amount $305.24 Date 1/28/2011



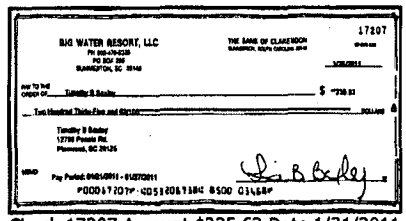
Check 17202 Amount $432.87 Date 1/28/2011



Check 17204 Amount $608.74 Date 1/28/2011



Check 17205 Amount $104.35 Date 1/31/2011



Check 17207 Amount $235.63 Date 1/31/2011

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The Bank of Clarendon

STATEMENT

Date 10/31/11 Page 1
Account 850003468
Enclosures 2

BIG WATER RESORT LLC
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

********** CHECKING ACCOUNTS **********

BUSINESS CHECKING			Image Statement		2
Account Number		850003468	Statement Dates 10/01/11 thru 10/31/11		
Previous Balance	$	527.45	Days This Statement Period		31
Deposits	$	.00	Average Balance	$	286
3 Checks/Charges	$	315.08	Avg Collected Bal	$	286
Service Charge	$	5.45			
Interest Paid	$	.00			
Current Balance	$	206.92			

========== Withdrawals and Deductions ==========

Date	Description	Amount
10/03	PLANS TRH HEALTH	100.08
	1620450581 10/03/11	
10/31	SERVICE CHARGE	5.45

..... Summary By Check Number .....

Date	Check No	Amount	Date	Check No	Amount
10/07	17397	100.00	10/14	17398	115.00

* Indicates Break In Check Number Sequence

..... Daily Balance Information .....

Date	Balance	Date	Balance	Date	Balance
10/01	527.45	10/07	327.37	10/31	206.92
10/03	427.37	10/14	212.37		

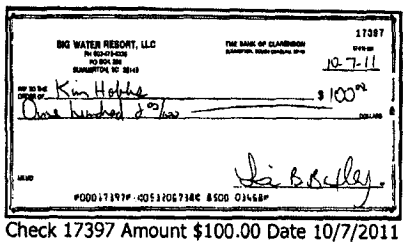
* * * End of Statement * * *

The Bank of Clarendon

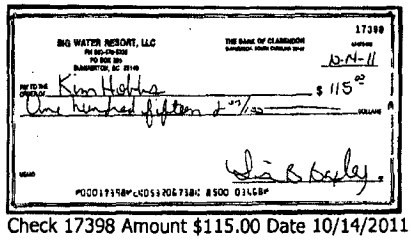
Page: 2 of 2

STATEMENT

Primary Account: 850003468



Check 17397 Amount $100.00 Date 10/7/2011



Check 17398 Amount $115.00 Date 10/14/2011

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#69

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First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

2E
356

Checking
Balance 100.00+

Statement Period: March 30, 2011 Thru March 31, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	0.00	Statement Period Days	2
1 Deposits	100.00+	Average Collected Balance	50.00+
0 Other Credits	0.00		
0 Checks	0.00		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	100.00+		

Deposits To Your Account

Date	Amount
03-30	100.00

Daily Balance Summary

Date	Balance
03-30	100.00+

EXHIBIT
117 Hutson
5.18.15 MR

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 2,491.20+

Statement Period: April 1 , 2011 Thru April 30, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	100.00+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	2,591.00+
13 Other Credits	13,453.95+		
1 Checks	11,062.75-		
0 Other Debits	0.00		
Monthly Service Charge	0.00		
Ending Balance	2,491.20+		

Other Credits To Your Account

Date	Description	Amount
04-18	Merchant Bankcd Deposit 498216328886	117.62
04-18	Merchant Bankcd Deposit 498216328886	384.16
04-18	Merchant Bankcd Deposit 498216328886	1,575.65
04-20	Merchant Bankcd Deposit 498216328886	1,583.32
04-21	Merchant Bankcd Deposit 498216328886	210.56
04-22	Merchant Bankcd Deposit 498216328886	1,546.08
04-25	Merchant Bankcd Deposit 498216328886	56.00
04-25	Merchant Bankcd Deposit 498216328886	1,542.00
04-25	Merchant Bankcd Deposit 498216328886	2,161.00
04-26	Merchant Bankcd Deposit 498216328886	23.44
04-27	Merchant Bankcd Deposit 498216328886	2,068.36
04-28	Merchant Bankcd Deposit 498216328886	1,103.42
04-29	Merchant Bankcd Deposit 498216328886	1,082.34
	Total	13,453.95

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: April 1 , 2011 Thru April 30, 2011 Account Number : 110023493701
Branch : 356

Checks Paid From Your Account

Check No.	Date	Amount
	04-29	11,062.75

*Prior Check Number(s) Not Included or Out of Sequence.

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
04-18	2,177.43+	04-22	5,517.39+	04-27	11,368.19+
04-20	3,760.75+	04-25	9,276.39+	04-28	12,471.61+
04-21	3,971.31+	04-26	9,299.83+	04-29	2,491.20+

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First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 5,742.64+

Statement Period: May 1 , 2011 Thru May 31, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	2,491.20+	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	5,824.00+
29 Other Credits	26,933.61+		
2 Checks	23,304.25-		
2 Other Debits	377.92-		
Monthly Service Charge	0.00		
Ending Balance	5,742.64+		

Other Credits To Your Account

Date	Description	Amount
05-02	Merchant Bankcd Deposit 498216328886	463.60
05-02	Merchant Bankcd Deposit 498216328886	881.88
05-04	Merchant Bankcd Deposit 498216328886	175.26
05-05	Merchant Bankcd Deposit 498216328886	846.08
05-06	Merchant Bankcd Deposit 498216328886	379.24
05-09	Merchant Bankcd Deposit 498216328886	1,290.80
05-09	Merchant Bankcd Deposit 498216328886	1,853.92
05-10	Merchant Bankcd Deposit 498216328886	221.28
05-11	Merchant Bankcd Deposit 498216328886	862.00
05-12	Merchant Bankcd Deposit 498216328886	2,095.13
05-13	Merchant Bankcd Deposit 498216328886	478.18
05-16	Merchant Bankcd Deposit 498216328886	190.40
05-16	Merchant Bankcd Deposit 498216328886	816.80
05-16	Merchant Bankcd Deposit 498216328886	1,030.32
05-17	Merchant Bankcd Deposit 498216328886	736.96
05-18	Merchant Bankcd Deposit 498216328886	1,413.44
05-19	Merchant Bankcd Deposit 498216328886	660.28
05-20	Merchant Bankcd Deposit 498216328886	2,127.68
05-23	Merchant Bankcd Deposit 498216328886	637.60
05-23	Merchant Bankcd Deposit 498216328886	1,698.24
05-23	Merchant Bankcd Deposit 498216328886	2,053.96

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: May 1 , 2011 Thru May 31, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
05-24	Merchant Bankcd Deposit 498216328886	89.60
05-25	Merchant Bankcd Deposit 498216328886	1,196.36
05-26	Merchant Bankcd Deposit 498216328886	716.80
05-27	Merchant Bankcd Deposit 498216328886	210.40
05-31	Merchant Bankcd Deposit 498216328886	512.88
05-31	Merchant Bankcd Deposit 498216328886	592.52
05-31	Merchant Bankcd Deposit 498216328886	602.72
05-31	Merchant Bankcd Deposit 498216328886	2,099.28
	Total	26,933.61

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1001	05-16	11,353.99	1002	05-25	11,950.26

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
05-03	Merchant Bankcd Discount 498216328886	357.77
05-04	Harland Clarke Chk Orders *** *******6510	20.15
	Total	377.92

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-02	3,836.68+	05-11	9,087.34+	05-20	7,282.54+
05-03	3,478.91+	05-12	11,182.47+	05-23	11,672.34+
05-04	3,634.02+	05-13	11,660.65+	05-24	11,761.94+
05-05	4,480.10+	05-16	2,344.18+	05-25	1,008.04+
05-06	4,859.34+	05-17	3,081.14+	05-26	1,724.84+
05-09	8,004.06+	05-18	4,494.58+	05-27	1,935.24+
05-10	8,225.34+	05-19	5,154.86+	05-31	5,742.64+

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First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

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Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 2,392.08+

Statement Period: June 1 , 2011 Thru June 30, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	5,742.64+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	3,986.00+
29 Other Credits	26,548.08+		
4 Checks	29,267.83-		
1 Other Debits	630.81-		
Monthly Service Charge	0.00		
Ending Balance	2,392.08+		

Other Credits To Your Account

Date	Description	Amount
06-01	Merchant Bankcd Deposit 498216328886	550.68
06-02	Merchant Bankcd Deposit 498216328886	1,469.68
06-03	Merchant Bankcd Deposit 498216328886	1,353.08
06-06	Merchant Bankcd Deposit 498216328886	315.84
06-06	Merchant Bankcd Deposit 498216328886	552.36
06-06	Merchant Bankcd Deposit 498216328886	1,484.96
06-07	Merchant Bankcd Deposit 498216328886	10.00
06-08	Merchant Bankcd Deposit 498216328886	480.48
06-09	Merchant Bankcd Deposit 498216328886	1,126.40
06-10	Merchant Bankcd Deposit 498216328886	1,707.28
06-13	Merchant Bankcd Deposit 498216328886	200.00
06-13	Merchant Bankcd Deposit 498216328886	1,279.04
06-13	Merchant Bankcd Deposit 498216328886	2,064.85
06-15	Merchant Bankcd Deposit 498216328886	1,683.89
06-16	Merchant Bankcd Deposit 498216328886	1,468.00
06-17	Merchant Bankcd Deposit 498216328886	1,846.80
06-20	Merchant Bankcd Deposit 498216328886	89.80
06-20	Merchant Bankcd Deposit 498216328886	504.32
06-20	Merchant Bankcd Deposit 498216328886	1,754.07
06-21	Merchant Bankcd Deposit 498216328886	91.00
06-22	Merchant Bankcd Deposit 498216328886	810.76

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: June 1 , 2011 Thru June 30, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
06-23	Merchant Bankcd Deposit 498216328886	480.48
06-24	Merchant Bankcd Deposit 498216328886	738.70
06-27	Merchant Bankcd Deposit 498216328886	390.40
06-27	Merchant Bankcd Deposit 498216328886	685.32
06-27	Merchant Bankcd Deposit 498216328886	1,117.81
06-28	Merchant Bankcd Deposit 498216328886	545.40
06-29	Merchant Bankcd Deposit 498216328886	854.56
06-30	Merchant Bankcd Deposit 498216328886	892.12
	Total	26,548.08

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1003	06-03	8,040.92	1005	06-21	9,817.42
1004	06-10	5,859.27	1006	06-29	5,550.22

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
06-03	Merchant Bankcd Discount 498216328886	630.81
	Total	630.81

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-01	6,293.32+	06-10	262.40+	06-22	2,237.51+
06-02	7,763.00+	06-13	3,806.29+	06-23	2,717.99+
06-03	444.35+	06-15	5,490.18+	06-24	3,456.69+
06-06	2,797.51+	06-16	6,958.18+	06-27	5,650.22+
06-07	2,807.51+	06-17	8,804.98+	06-28	6,195.62+
06-08	3,287.99+	06-20	11,153.17+	06-29	1,499.96+
06-09	4,414.39+	06-21	1,426.75+	06-30	2,392.08+

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First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 7,221.48+

Statement Period: July 1 , 2011 Thru July 31, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	2,392.08+	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	5,600.00+
29 Other Credits	29,826.44+		
3 Checks	24,299.42-		
3 Other Debits	697.62-		
Monthly Service Charge	0.00		
Ending Balance	7,221.48+		

Other Credits To Your Account

Date	Description	Amount
07-01	Merchant Banked Deposit 498216328886	813.66
07-05	Merchant Banked Deposit 498216328886	122.00
07-05	Merchant Banked Deposit 498216328886	219.20
07-05	Merchant Banked Deposit 498216328886	2,151.86
07-05	Merchant Banked Deposit 498216328886	2,561.81
07-06	Merchant Banked Deposit 498216328886	100.00
07-07	Merchant Banked Deposit 498216328886	108.40
07-08	Merchant Banked Deposit 498216328886	3,830.36
07-11	Merchant Banked Deposit 498216328886	503.36
07-11	Merchant Banked Deposit 498216328886	904.88
07-11	Merchant Banked Deposit 498216328886	1,817.21
07-12	Merchant Banked Deposit 498216328886	82.20
07-13	Merchant Banked Deposit 498216328886	882.92
07-14	Merchant Banked Deposit 498216328886	2,494.34
07-15	Merchant Banked Deposit 498216328886	810.44
07-18	Merchant Banked Deposit 498216328886	641.36
07-18	Merchant Banked Deposit 498216328886	750.30
07-18	Merchant Banked Deposit 498216328886	1,847.86
07-19	Merchant Banked Deposit 498216328886	410.80
07-20	Merchant Banked Deposit 498216328886	392.92
07-21	Merchant Banked Deposit 498216328886	656.08

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: July 1 , 2011 Thru July 31, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
07-22	Merchant Bankcd Deposit 498216328886	573.00
07-25	Merchant Bankcd Deposit 498216328886	1,011.24
07-25	Merchant Bankcd Deposit 498216328886	1,043.20
07-25	Merchant Bankcd Deposit 498216328886	2,467.48
07-26	Merchant Bankcd Deposit 498216328886	265.40
07-27	Merchant Bankcd Deposit 498216328886	405.28
07-28	Merchant Bankcd Deposit 498216328886	1,496.32
07-29	Merchant Bankcd Deposit 498216328886	462.56
	Total	29,826.44

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1007	07-07	7,819.41	1008	07-15	8,570.53	1009	07-25	7,909.48

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
07-05	Merchant Bankcd Discount 498216328886	667.62
07-07	Overdraft Item Fee	25.00
07-07	Overdrawn Account Fee	5.00
	Total	697.62

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-01	3,205.74+	07-13	7,972.91+	07-22	7,979.48+
07-05	7,592.99+	07-14	10,467.25+	07-25	4,591.92+
07-06	7,692.99+	07-15	2,707.16+	07-26	4,857.32+
07-07	48.02-	07-18	5,946.68+	07-27	5,262.60+
07-08	3,782.34+	07-19	6,357.48+	07-28	6,758.92+
07-11	7,007.79+	07-20	6,750.40+	07-29	7,221.48+
07-12	7,089.99+	07-21	7,406.48+		

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First Citizens
1230 Main Street
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Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 3,214.48+

Statement Period: August 1 , 2011 Thru August 31, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	7,221.48+	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	3,707.00+
28 Other Credits	23,822.88+		
3 Checks	26,977.60-		
1 Other Debits	852.28-		
Monthly Service Charge	0.00		
Ending Balance	3,214.48+		

Other Credits To Your Account

Date	Description	Amount
08-01	Merchant Bankcd Deposit 498216328886	1,074.24
08-01	Merchant Bankcd Deposit 498216328886	1,849.40
08-01	Merchant Bankcd Deposit 498216328886	2,684.79
08-02	Merchant Bankcd Deposit 498216328886	5.00
08-03	Merchant Bankcd Deposit 498216328886	1,112.20
08-04	Merchant Bankcd Deposit 498216328886	627.76
08-05	Merchant Bankcd Deposit 498216328886	332.56
08-08	Merchant Bankcd Deposit 498216328886	433.36
08-08	Merchant Bankcd Deposit 498216328886	1,826.72
08-09	Merchant Bankcd Deposit 498216328886	1,817.52
08-10	Merchant Bankcd Deposit 498216328886	634.72
08-11	Merchant Bankcd Deposit 498216328886	1,537.45
08-12	Merchant Bankcd Deposit 498216328886	1,572.36
08-15	Merchant Bankcd Deposit 498216328886	212.80
08-15	Merchant Bankcd Deposit 498216328886	1,000.52
08-15	Merchant Bankcd Deposit 498216328886	2,159.28
08-16	Merchant Bankcd Deposit 498216328886	598.36
08-17	Merchant Bankcd Deposit 498216328886	1,199.36
08-18	Merchant Bankcd Deposit 498216328886	595.46
08-19	Merchant Bankcd Deposit 498216328886	601.56
08-22	Merchant Bankcd Deposit 498216328886	410.46

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: August 1 , 2011 Thru August 31, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
08-24	Merchant Bankcd Deposit 498216328886	734.88
08-25	Merchant Bankcd Deposit 498216328886	56.00
08-26	Merchant Bankcd Deposit 498216328886	53.76
08-29	Merchant Bankcd Deposit 498216328886	80.64
08-29	Merchant Bankcd Deposit 498216328886	445.96
08-30	Merchant Bankcd Deposit 498216328886	44.80
08-31	Merchant Bankcd Deposit 498216328886	120.96
	Total	23,822.88

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1010	08-01	10,910.51	1011	08-11	7,152.24	1012	08-19	8,914.85

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
08-03	Merchant Bankcd Discount 498216328886	852.28
	Total	852.28

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-01	1,919.40+	08-11	2,242.17+	08-24	2,412.36+
08-02	1,924.40+	08-12	3,814.53+	08-25	2,468.36+
08-03	2,184.32+	08-15	7,187.13+	08-26	2,522.12+
08-04	2,812.08+	08-16	7,785.49+	08-29	3,048.72+
08-05	3,144.64+	08-17	8,984.85+	08-30	3,093.52+
08-08	5,404.72+	08-18	9,580.31+	08-31	3,214.48+
08-09	7,222.24+	08-19	1,267.02+		
08-10	7,856.96+	08-22	1,677.48+		

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First Citizens
1230 Main Street
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SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 70.80+

Statement Period: September 1 , 2011 Thru September 30, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	3,214.48+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	1,806.00+
21 Other Credits	12,808.25+		
5 Checks	10,727.37-		
3 Other Debits	5,224.56-		
Monthly Service Charge	0.00		
Ending Balance	70.80+		

Other Credits To Your Account

Date	Description	Amount
09-01	Merchant Bankcd Deposit 498216328886	587.52
09-02	Merchant Bankcd Deposit 498216328886	107.96
09-06	Merchant Bankcd Deposit 498216328886	10.00
09-06	Merchant Bankcd Deposit 498216328886	201.60
09-06	Merchant Bankcd Deposit 498216328886	340.04
09-06	Merchant Bankcd Deposit 498216328886	1,288.64
09-12	Merchant Bankcd Deposit 498216328886	198.24
09-12	Merchant Bankcd Deposit 498216328886	418.00
09-12	Merchant Bankcd Deposit 498216328886	724.56
09-14	Merchant Bankcd Deposit 498216328886	464.20
09-15	Merchant Bankcd Deposit 498216328886	4,629.20
09-16	Merchant Bankcd Deposit 498216328886	945.55
09-19	Merchant Bankcd Deposit 498216328886	10.00
09-19	Merchant Bankcd Deposit 498216328886	269.76
09-19	Merchant Bankcd Deposit 498216328886	389.20
09-23	Merchant Bankcd Deposit 498216328886	924.16
09-26	Merchant Bankcd Deposit 498216328886	102.00
09-26	Merchant Bankcd Deposit 498216328886	156.80
09-28	Merchant Bankcd Deposit 498216328886	400.96
09-29	Merchant Bankcd Deposit 498216328886	235.20

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: September 1 , 2011 Thru September 30, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
09-30	Merchant Bankcd Deposit 498216328886	404.66
	Total	12,808.25

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1013	09-07	3,732.00	1016 *	09-23	1,733.95	1018	09-30	1,040.82
1014	09-14	2,768.68	1017	09-27	1,451.92			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
09-06	Merchant Bankcd Chargeback 498216328886	421.12
09-06	Merchant Bankcd Discount 498216328886	520.36
09-15	# Miscellaneous Debit	4,283.08
	Total	5,224.56

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-01	3,802.00+	09-14	113.08+	09-26	1,522.72+
09-02	3,909.96+	09-15	459.20+	09-27	70.80+
09-06	4,808.76+	09-16	1,404.75+	09-28	471.76+
09-07	1,076.76+	09-19	2,073.71+	09-29	706.96+
09-12	2,417.56+	09-23	1,263.92+	09-30	70.80+

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First Citizens
1230 Main Street
PO Box 29
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Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 1,106.31+

Statement Period: October 1 , 2011 Thru October 31, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	70.80+	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	618.00+
29 Other Credits	16,266.42+		
6 Checks	14,831.33-		
3 Other Debits	399.58-		
Monthly Service Charge	0.00		
Ending Balance	1,106.31+		

Other Credits To Your Account

Date	Description	Amount
10-03	Merchant Banked Deposit 498216328886	117.60
10-03	Merchant Banked Deposit 498216328886	340.20
10-03	Merchant Banked Deposit 498216328886	939.68
10-04	Merchant Banked Deposit 498216328886	248.60
10-06	Merchant Banked Deposit 498216328886	672.00
10-07	Merchant Banked Deposit 498216328886	190.40
10-11	Merchant Banked Deposit 498216328886	278.90
10-11	Merchant Banked Deposit 498216328886	367.36
10-11	Merchant Banked Deposit 498216328886	966.38
10-12	Merchant Banked Deposit 498216328886	328.25
10-13	Merchant Banked Deposit 498216328886	1,721.00
10-14	Merchant Banked Deposit 498216328886	5,429.20
10-17	Merchant Banked Deposit 498216328886	39.20
10-17	Merchant Banked Deposit 498216328886	115.52
10-17	Merchant Banked Deposit 498216328886	251.20
10-18	Merchant Banked Deposit 498216328886	400.00
10-19	Merchant Banked Deposit 498216328886	96.40
10-20	Merchant Banked Deposit 498216328886	628.42
10-21	Merchant Banked Deposit 498216328886	78.40
10-24	Merchant Banked Deposit 498216328886	174.80
10-24	Merchant Banked Deposit 498216328886	378.92

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: October 1 , 2011 Thru October 31, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
10-24	Merchant Bankcd Deposit 498216328886	977.12
10-25	Merchant Bankcd Deposit 498216328886	94.08
10-26	Merchant Bankcd Deposit 498216328886	357.28
10-27	Merchant Bankcd Deposit 498216328886	137.84
10-28	Merchant Bankcd Deposit 498216328886	338.47
10-31	Merchant Bankcd Deposit 498216328886	117.60
10-31	Merchant Bankcd Deposit 498216328886	175.40
10-31	Merchant Bankcd Deposit 498216328886	306.20
	Total	16,266.42

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1019	10-03	457.80	1021	10-12	1,076.10	1023	10-20	1,530.74
1020	10-07	1,860.28	1022	10-14	7,845.81	1024	10-27	2,060.60

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
10-03	Merchant Bankcd Discount 498216328886	359.58
10-07	Overdraft Item Fee	35.00
10-07	Overdrawn Account Fee	5.00
	Total	399.58

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-03	650.90+	10-14	30.80+	10-25	1,734.12+
10-04	899.50+	10-17	436.72+	10-26	2,091.40+
10-06	1,571.50+	10-18	836.72+	10-27	168.64+
10-07	138.38-	10-19	933.12+	10-28	507.11+
10-11	1,474.26+	10-20	30.80+	10-31	1,106.31+
10-12	726.41+	10-21	109.20+		
10-13	2,447.41+	10-24	1,640.04+		

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 377.45+

Statement Period: November 1 , 2011 Thru November 30, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	1,106.31+	Statement Period Days	30
0 Deposits	0.00	Average Collected Balance	767.00+
20 Other Credits	3,416.25+		
7 Checks	2,891.07-		
5 Other Debits	1,254.04-		
Monthly Service Charge	0.00		
Ending Balance	377.45+		

Other Credits To Your Account

Date	Description	Amount
11-01	Merchant Bankcd Deposit 498216328886	78.40
11-02	Merchant Bankcd Deposit 498216328886	202.59
11-03	Merchant Bankcd Deposit 498216328886	71.76
11-04	Merchant Bankcd Deposit 498216328886	261.90
11-07	Merchant Bankcd Deposit 498216328886	186.60
11-07	Merchant Bankcd Deposit 498216328886	279.96
11-09	Merchant Bankcd Deposit 498216328886	688.19
11-10	Merchant Bankcd Deposit 498216328886	80.64
11-14	Merchant Bankcd Deposit 498216328886	12.32
11-14	Merchant Bankcd Deposit 498216328886	30.00
11-14	Merchant Bankcd Deposit 498216328886	89.60
11-14	Merchant Bankcd Deposit 498216328886	153.32
11-15	Merchant Bankcd Deposit 498216328886	305.10
11-16	Merchant Bankcd Deposit 498216328886	251.85
11-17	Merchant Bankcd Deposit 498216328886	85.20
11-21	Merchant Bankcd Deposit 498216328886	40.32
11-21	Merchant Bankcd Deposit 498216328886	401.34
11-22	Bwr Inc EFT Net06393-3499	40.00
11-22	Merchant Bankcd Deposit 498216328886	76.50

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: November 1 , 2011 Thru November 30, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
11-28	Merchant Bankcd Deposit 498216328886	80.66
	Total	3,416.25

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1025	11-10	500.00	1028	11-30	400.00	18047 *	11-07	202.31
1026	11-18	1,000.00	18040 *	11-04	38.76			
1027	11-23	500.00	18043 *	11-03	250.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-03	Bridgefield Casu Prem Pymts 196352189627	711.66
11-03	Merchant Bankcd Fincl Adj 498216328886	5.90
11-03	Merchant Bankcd Discount 498216328886	496.48
11-03	Overdraft Item Fee	35.00
11-03	Overdrawn Account Fee	5.00
	Total	1,254.04

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11-01	1,184.71+	11-10	711.24+	11-21	1,080.29+
11-02	1,387.30+	11-14	996.48+	11-22	1,196.79+
11-03	44.98-	11-15	1,301.58+	11-23	696.79+
11-04	178.16+	11-16	1,553.43+	11-28	777.45+
11-07	442.41+	11-17	1,638.63+	11-30	377.45+
11-09	1,130.60+	11-18	638.63+		

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First Citizens
1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

Your Account(s) At A Glance

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Checking
Balance 1,380.71+

Statement Period: December 1 , 2011 Thru December 31, 2011 Account Number : 110023493701
Branch : 356

Free Business Checking
Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	377.45+	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	859.00+
22 Other Credits	5,856.46+		
5 Checks	4,750.00-		
1 Other Debits	103.20-		
Monthly Service Charge	0.00		
Ending Balance	1,380.71+		

Other Credits To Your Account

Date	Description	Amount
12-01	Merchant Bankcd Deposit 498216328886	18.00
12-02	Merchant Bankcd Deposit 498216328886	200.00
12-05	Merchant Bankcd Deposit 498216328886	15.00
12-05	Merchant Bankcd Deposit 498216328886	360.00
12-06	Merchant Bankcd Deposit 498216328886	139.20
12-07	Merchant Bankcd Deposit 498216328886	18.00
12-08	Merchant Bankcd Deposit 498216328886	44.88
12-09	Merchant Bankcd Deposit 498216328886	378.60
12-12	Merchant Bankcd Deposit 498216328886	76.50
12-12	Merchant Bankcd Deposit 498216328886	306.00
12-13	Merchant Bankcd Deposit 498216328886	78.40
12-14	Merchant Bankcd Deposit 498216328886	40.00
12-19	Merchant Bankcd Deposit 498216328886	190.00
12-19	Merchant Bankcd Deposit 498216328886	750.34
12-22	Merchant Bankcd Deposit 498216328886	39.20
12-23	Merchant Bankcd Deposit 498216328886	40.32
12-27	Merchant Bankcd Deposit 498216328886	39.20
12-27	Merchant Bankcd Deposit 498216328886	408.00
12-27	Merchant Bankcd Deposit 498216328886	552.20
12-28	Merchant Bankcd Deposit 498216328886	416.44
12-29	Merchant Bankcd Deposit 498216328886	1,137.08

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-800-612-4444.

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Statement Period: December 1 , 2011 Thru December 31, 2011 Account Number : 110023493701
Branch : 356

Other Credits To Your Account

Date	Description	Amount
12-30	Merchant Banked Deposit 498216328886	609.10
	Total	5,856.46

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1029	12-05	450.00	1031	12-13	500.00	1033	12-30	2,400.00
1030	12-09	500.00	1032	12-22	900.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
12-05	Merchant Banked Discount 498216328886	103.20
	Total	103.20

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12-01	395.45+	12-09	497.93+	12-23	618.69+
12-02	595.45+	12-12	880.43+	12-27	1,618.09+
12-05	417.25+	12-13	458.83+	12-28	2,034.53+
12-06	556.45+	12-14	498.83+	12-29	3,171.61+
12-07	574.45+	12-19	1,439.17+	12-30	1,380.71+
12-08	619.33+	12-22	578.37+		

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100-325-644-1 PAGE

#63

##XXH1831DPCSTM 113011010032564 41

Statement of Account

Last statement:November 08, 2011
This statement:November 30, 2011
Total days in statement period: 23
100-325-644-1 031 831
Page 1 of 2

BWR INC
5215 DINGLE POND RD
SUMMERTON SC 29148-0000

Direct inquiries to: 0
800-708-5687

Summary of Account Balance

Account	Number	Ending Balance
Free Small Business Checking	100-325-644-1	$677.59

Free Small Business Checking Account Number 100-325-644-1

Beginning balance	0.00		
Deposits/Credits	6,652.46		
Withdrawals/Debits	5,974.87		
Ending balance	677.59	Average collected balance	2,582.00

Checks

Number	Date	Amount	Control
992	11-15	269.80	00005429185185
993	11-14	240.00	00000002789490
994	11-21	1,388.53	00005232072275
995	11-18	300.00	00000002867460
996	11-18	240.00	00000002873540
997	11-23	239.05	00005631264735
998	11-28	1,000.00	00005133914885
999	11-23	1,000.00	00000002018280
1000	11-29	218.44	00005232809645
1001	11-28	246.92	00005430632980
1002	11-25	192.44	00000002032720
1003	11-30	500.00	00000002084140

EXHIBIT
118 Hutson
5.18.15 ML

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Other Debits

Date	Transaction Type	Reference Number	Description	Amount
11-10	Preauthorized Wd	42000017340220	DELUXE BUS SYS. BUS PRODS 111110 67451122	103.69
11-25	Overdraft Fee	417001125074929	FOR OVERDRAFT CHECK # 997	36.00

Deposits/Other Credits

Date	Transaction Type	Reference Number	Description	Amount
11-08	Deposit	00000002744910		2,445.49
11-09	Deposit	00000002751470		1,053.61
11-10	Deposit	00000002774540		610.32
11-15	Deposit	00000002824130		542.50
11-17	Deposit	00000002847240		539.32
11-21	Deposit	00000002893600		225.00
11-21	Deposit	00000002883810		328.00
11-29	Deposit	00000002060620		383.22
11-29	Deposit	00000002068880		450.00
11-30	Deposit	00000002081260		75.00

Balance Summary

Date	Amount	Date	Amount	Date	Amount
11-08	2,445.49	11-17	4,577.75	11-28	487.81
11-09	3,499.10	11-18	4,037.75	11-29	1,102.59
11-10	4,005.73	11-21	3,202.22	11-30	677.59
11-14	3,765.73	11-23	1,963.17		
11-15	4,038.43	11-25	1,734.73		

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##XXH1831DPCSTM 123111010032564 41

Statement of Account

Last statement:November 30, 2011
This statement:December 31, 2011
Total days in statement period: 31
100-325-644-1 031 831
Page 1 of 3

BWR INC
5215 DINGLE POND RD
SUMMERTON SC 29148-0000

Direct inquiries to: 0
800-708-5687

Summary of Account Balance

Account	Number	Ending Balance
Free Small Business Checking	100-325-644-1	$22,862.41

Free Small Business Checking Account Number 100-325-644-1

Beginning balance	677.59		
Deposits/Credits	58,503.01		
Withdrawals/Debits	36,318.19		
Ending balance	22,862.41	Average collected balance	4,536.00

Checks

Number	Date	Amount	Control
1004	12-06	265.05	000005632459475
1005	12-06	231.05	000005632460450
1006	12-08	192.44	000000002186630
1007	12-07	244.64	000005551921210
1008	12-05	100.00	000000002147590
1009	12-13	265.05	000005332092415
1010	12-13	231.05	000005332093115
1011	12-13	192.44	000000002243020
1012	12-14	315.00	000005234657045
1014 *	12-12	500.00	000000049496720
1015	12-13	834.00	000005332067465
1016	12-12	500.00	000000049496730
1017	12-14	13,000.00	000000003541150
1018	12-15	3,000.00	000000002274300
1019	12-20	265.05	000005235298140
1020	12-19	246.92	000005332890980
1021	12-16	192.44	000000002298950

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Checks

1022	12-19	1,666.00	000005332882425
1023	12-16	1,200.00	0000000014902720
1025 *	12-20	2,000.00	0000000002325420
1026	12-21	500.00	000005553753535
1027	12-22	17.60	000005137460895
1028	12-20	1,200.00	0000000002331060
1029	12-22	971.98	000005553971430
1030	12-22	400.96	000005553971425
1031	12-21	800.00	0000000002342750
1032	12-23	900.00	000005634706450
1033	12-22	1,500.00	0000000002349030
1034	12-27	265.05	000005235904040
1035	12-27	231.05	0000053335880080
1036	12-23	192.44	0000000002372380
1037	12-23	200.00	0000000002372390
1038	12-23	500.00	0000000002366960
1039	12-27	400.00	0000005137888250
1040	12-30	150.00	000005635176255
1041	12-28	150.00	000005433723100
1042	12-27	150.00	000005235904160
1043	12-27	1,500.00	0000000002391100
1047 *	12-30	178.57	0000000002428570

* Skip in check sequence

Other Debits

Date	Transaction Type	Reference Number	Description	Amount
12-14	Service Charge	000000002256241	DEPOSIT ADJ-CREDIT	5.50
12-20	Preauthorized Wd	043000260823337	DISH NETWORK DISH NTWRK 111216 7020228396	623.16
12-29	Service Charge	000000002410171	DEPOSIT ADJ-CREDIT	5.50
12-31	Service Charge	000000000000000		35.25

Deposits/Other Credits

Date	Transaction Type	Reference Number	Description	Amount
12-05	Deposit	000000002135280		217.50
12-07	Deposit	000000002178120		193.32
12-09	Deposit	000000002205890		5,492.00
12-12	Deposit	000000002233400		6,067.36
12-13	Deposit	000000002246360		5,078.29
12-14	Deposit	000000002256240		3,022.00
12-14	Deposit Adj-Credit	000000002256241		388.00
12-15	Deposit	000000002274310		4,497.58

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##XXH1831DPCSTM 12311101003256441

December 31, 2011
100-325-644-1
BWR INC
Page 3 of 3

Deposits/Other Credits

Date	Transaction Type	Reference Number	Description	Amount
12-16	Deposit	000000002285790		2,205.00
12-19	Deposit	000000002305680		3,113.50
12-20	Deposit	000000002331090		1,552.00
12-20	Deposit	000000002320220		1,700.00
12-21	Deposit	000000002342850		3,171.00
12-22	Deposit	000000002349100		1,698.00
12-23	Deposit	000000002367430		3,299.00
12-27	Deposit	000000002390410		3,569.00
12-29	Deposit	000000002410170		12,969.46
12-29	Deposit Adj-Credit	000000002410171		270.00

Balance Summary

Date	Amount	Date	Amount	Date	Amount
11-30	677.59	12-13	14,170.34	12-22	7,612.81
12-05	795.09	12-14	4,259.84	12-23	9,119.37
12-06	298.99	12-15	5,757.42	12-27	10,142.27
12-07	247.67	12-16	6,569.98	12-28	9,992.27
12-08	55.23	12-19	7,770.56	12-29	23,226.23
12-09	5,547.23	12-20	6,934.35	12-30	22,897.66
12-12	10,614.59	12-21	8,805.35	12-31	22,862.41

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

08908
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance
Checking Balance 2,325.01+

Statement Period: May 1 , 2013 Thru May 31, 2013 Account Number: 110023493701

Free Business Checking

Account Number: 110023493701 Enclosures In Statement: 0

Beginning Balance	**3,560.81+**	Statement Period Days	31
0 Deposits	0.00	Average Collected Balance	4,199.00+
23 Other Credits	15,708.00+		
3 Checks	7,850.00-		
114 Other Debits	9,093.80-		
Monthly Service Charge	0.00		
Ending Balance	**2,325.01+**		

Other Credits To Your Account

Date	Description	Amount
05-01	Merchant Bankcd Deposit 498216328886	200.00
05-03	Merchant Bankcd Deposit 498216328886	350.00
05-06	Merchant Bankcd Deposit 498216328886	120.00
05-06	Merchant Bankcd Deposit 498216328886	270.00
05-06	Merchant Bankcd Deposit 498216328886	1,740.00
05-07	Merchant Bankcd Deposit 498216328886	855.00
05-08	Merchant Bankcd Deposit 498216328886	576.00
05-10	Merchant Bankcd Deposit 498216328886	850.00
05-13	Merchant Bankcd Deposit 498216328886	80.00
05-13	Merchant Bankcd Deposit 498216328886	740.00
05-13	Merchant Bankcd Deposit 498216328886	1,700.00
05-14	Merchant Bankcd Deposit 498216328886	1,078.00
05-15	Merchant Bankcd Deposit 498216328886	200.00
05-20	Merchant Bankcd Deposit 498216328886	50.00
05-20	Merchant Bankcd Deposit 498216328886	400.00
05-20	Merchant Bankcd Deposit 498216328886	1,502.00
05-21	Merchant Bankcd Deposit 498216328886	200.00
05-23	Merchant Bankcd Deposit 498216328886	698.00
05-28	Merchant Bankcd Deposit 498216328886	290.00
05-28	Merchant Bankcd Deposit 498216328886	920.00
05-28	Merchant Bankcd Deposit 498216328886	1,990.00
05-29	Merchant Bankcd Deposit 498216328886	650.00
05-30	Merchant Bankcd Deposit 498216328886	250.00
	Total	15,708.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

EXHIBIT
119 Hutson
5/8/15 MR

1660

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: May 1 , 2013 Thru May 31, 2013 Account Number: 110023493701

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1067	05-17	3,250.00	1069*	05-28	600.00	1070	05-30	4,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
05-01	Purchase Visa #8513 04-30 ATM 303572 Seq # 24762 Cvs 03572 03572--459 River Orangeburg SC	34.80
05-01	FDR Debit Card Visa #8513 The Olive Gard00012310 Columbia SC	57.05
05-01	Purchase Visa #8513 05-01 ATM Lk6672 Seq # 48487 Bi-Lo 513 365 Riverside Dr Ivorangeburg S	150.63
05-01	Purchase Visa #8513 05-01 ATM 605132 Seq # 4636 Belk Orangeburg 2390 Chestnut NE Orangeburg SC	249.12
05-01	FDR Debit Card Visa #8513 North Furniture Co 803-2472681 SC	501.83
05-02	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	11.20
05-02	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	16.39
05-02	FDR Debit Card Visa #8513 New China Buffet Orangeburg SC	17.00
05-02	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	27.89
05-02	Purchase Visa #8513 05-02 ATM 298168 Seq # 0209 USPS 4584600148 4 Larry King Hwy Summerton S C	31.74
05-02	Purchase Visa #8513 05-02 ATM 101700 Seq # 12591 Wal-Mart Super 1017 Wal-Sams Manning SC	36.93
05-02	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	40.38
05-02	FDR Debit Card Visa #8513 Chestnut Grill Orangeburg SC	60.75
05-02	FDR Debit Card Visa #8513 Lands End Internet 800-332-4700 WI	63.72
05-02	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	93.06
05-02	FDR Debit Card Visa #8513 North Furniture Co 803-2472681 SC	319.93
05-03	Purchase Visa #8513 05-02 ATM 305555 Seq # 43623 Cvs 05555 05555--8910 Old Santee SC	21.49
05-03	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	36.98
05-03	FDR Debit Card Visa #8513 Tlf The Flower Gallery 803-5313900 SC	166.92
05-03	FDR Debit Card Visa #8513 Lands End Internet 8003324700 Wi	191.16
05-03	Merchant Banked Fincl Adj 498216328886	17.95
05-03	Merchant Banked Discount 498216328886	579.14
05-06	FDR Debit Card Visa #8513 Wendys Hamburg00001644 Orangeburg SC	2.92
05-06	FDR Debit Card Visa #8513 Zesto Of West Columbia West Columbia SC	4.33
05-06	FDR Debit Card Visa #8513 Church's Chicken #1446 Orangeburg SC	7.16
05-06	FDR Debit Card Visa #8513 Columbia Wet Willies Columbia SC	8.95
05-06	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	12.07
05-06	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	18.71
05-06	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	29.57
05-06	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	36.35
05-06	FDR Debit Card Visa #8513 Rosalia's Orangeburg SC	40.35
05-06	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	59.54
05-06	Purchase Visa #8513 05-05 ATM 110948 Seq # 54123 Radioshack COR 2390 Chestnut St Orangeburg SC	70.60
05-06	FDR Debit Card Visa #8513 Lowes #00559* Orangeburg SC	78.44
05-06	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	82.85
05-06	Purchase Visa #8513 05-06 ATM 001 Seq # 26202 Lowe's #559 2896 North Road Orangeburg SC	375.57
05-07	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	21.80
05-07	FDR Debit Card Visa #8513 Sears Roebuck 2255 Orangeburg SC	23.14
05-07	Purchase Visa #8513 05-07 ATM 000939 Seq # 17004 Rite Aid Corp. 225 N Washington Sumter SC	114.40
05-07	FDR Debit Card Visa #8513 Dish Network-One Time 800-894-9131 Co	116.28
05-08	FDR Debit Card Visa #8513 Pilot 00003384 Cayce SC	3.83
05-08	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	16.39
05-08	FDR Debit Card Visa #8513 Cayce Farmers Market Cayce SC	41.37
05-08	Purchase Visa #8513 05-08 ATM 000423 Seq # 3472 Tractor Supply 2994 North Road Orangeburg SC	55.96
05-09	Purchase Visa #8513 05-09 ATM 001 Seq # 25128 Lowe's #559 2896 North Road Orangeburg SC	5.22
05-09	Purchase Visa #8513 05-08 ATM W07506 Seq # 21178 Walgreens 1290 Chestnut St Orangeburg SC	14.96
05-09	FDR Debit Card Visa #8513 Shoney's Of Orangeburg Orangeburg SC	16.05
05-09	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	33.78
05-10	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	14.91
05-10	FDR Debit Card Visa #8513 M And M Enterprises 803-4739911 SC	77.76
05-10	FDR Debit Card Visa #8513 Thai Orchid Restaurant Orangeburg SC	83.35
05-10	FDR Debit Card Visa #8513 L&s Dry Cleaners Orangeburg SC	255.72
05-13	FDR Debit Card Visa #8513 Cook Out #80 Orangeburg SC	4.98

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

08908
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: May 1 , 2013 Thru May 31, 2013 Account Number: 110023493701

Other Debits From Your Account

Date	Description	Amount
05-13	FDR Debit Card Visa #8513 Walgreens #9879 Orangeburg SC	22.05
05-13	FDR Debit Card Visa #8513 Yucatan Mexican Restau Manning SC	35.03
05-13	FDR Debit Card Visa #8513 Ward's Barbecue 803-4526325 SC	49.36
05-13	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	52.56
05-13	Purchase Visa #8513 05-10 ATM 241017 Seq # 94072 Wal-Mart #1017 2010 Paxville Hw Manning SC	72.83
05-14	FDR Debit Card Visa #8513 Stuckeys Of Summrton Summerton SC	4.65
05-14	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
05-14	Purchase Visa #8513 05-14 ATM 089200 Seq # 32224 Office Max 2790 N. Road (Hw Orangeburg SC	26.74
05-14	FDR Debit Card Visa #8513 New China Pinewood SC	35.21
05-14	FDR Debit Card Visa #8513 Chestnut Grill Orangeburg SC	67.66
05-15	FDR Debit Card Visa #8513 McDonald's F17007 Savannah Ga	6.72
05-15	FDR Debit Card Visa #8513 Tlf The Flower Gallery Orangeburg SC	35.26
05-16	Purchase Visa #8513 05-16 ATM 101700 Seq # 9612 Wal-Mart Super 1017 Wal-Sams Manning SC	2.65
05-16	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	25.00
05-16	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	27.81
05-16	Purchase Visa #8513 05-15 ATM Lk6028 Seq # 5467 Piggly Wiggly 0 1645 Russell Str Orangeburg SC	56.47
05-16	FDR Debit Card Visa #8513 Camping World #89 Charleston SC	106.30
05-16	Purchase Visa #8513 05-16 ATM 000423 Seq # 4178 Tractor Supply 2994 North Road Orangeburg SC	130.38
05-16	FDR Debit Card Visa #8513 The Waters Edge Mount Pleasan SC	141.27
05-16	Purchase Visa #8513 05-15 ATM Evav01 Seq # 22703 Bedbath&beyond# North Charle SC	175.18
05-17	FDR Debit Card Visa #8513 Vance Farmers Market Vance SC	3.50
05-17	FDR Debit Card Visa #8513 Cracker Barrel #446 Or Orangeburg SC	22.61
05-17	Purchase Visa #8513 05-17 ATM 305555 Seq # 46545 Cvs 05555 05555--8910 Old Santee SC	192.50
05-20	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	19.41
05-20	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	27.99
05-20	FDR Debit Card Visa #8513 Office Max 800-283-7674 Il	39.95
05-20	Purchase Visa #8513 05-20 ATM 001 Seq # 42692 Lowe's #559 2896 North Road Orangeburg SC	41.24
05-20	FDR Debit Card Visa #8513 Coasters Santee SC	54.21
05-20	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	85.85
05-20	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	86.89
05-22	Harland Clarke Chk Orders *ncx******1500	22.80
05-23	FDR Debit Card Visa #8513 Priority One Security 864-288-1400 SC	119.85
05-23	FDR Debit Card Visa #8513 Priority One Security 864-288-1400 SC	119.85
05-23	Withdrawal 000110023493701 05-23 ATM 074100 Seq # 0857 Bank of Claren 8850 Old Hwy #6 Santee SC	300.00
05-23	FDR Debit Card Visa #8513 Office Max 800-283-7674 Il	55.61
05-24	Withdrawal 000110023493701 05-24 ATM 074100 Seq # 0980 Bank of Claren 8850 Old Hwy #6 Santee SC	300.00
05-28	FDR Debit Card Visa #8513 Golden Corral 614 Aiken SC	18.38
05-28	FDR Debit Card Visa #8513 Santee Auto Parts Santee SC	19.65
05-28	FDR Debit Card Visa #8513 Wendys 217 Santee SC	20.01
05-28	FDR Debit Card Visa #8513 Moe's Southwest Grill Aiken SC	20.28
05-28	Purchase Visa #8513 05-28 ATM 001 Seq # 82084 Lowe's #559 2896 North Road Orangeburg SC	25.51
05-28	Purchase Visa #8513 05-25 ATM W11849 Seq # 21157 Walgreens 2191 Whiskey RD Aiken SC	26.74
05-28	FDR Debit Card Visa #8513 Auten's Aiken SC	32.45
05-28	FDR Debit Card Visa #8513 Palmetto C-Store #4 Warrenville SC	45.73
05-28	Purchase Visa #8513 05-25 ATM 051400 Seq # 5012 Wal-Mart Super 0514 Wal-Sams Aiken SC	55.08
05-28	Purchase Visa #8513 05-27 ATM Eh6V01 Seq # 23987 Tractor Supply 2 Orangeburg SC	91.34
05-28	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	101.35

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Statement Period: May 1 , 2013 Thru May 31, 2013 Account Number: 110023493701

Other Debits From Your Account

Date	Description	Amount
05-28	FDR Debit Card Visa #8513 Publix #506 Aiken SC	122.73
05-28	Withdrawal 000110023493701 05-24 ATM 074100 Seq # 2048 Bank of Claren 8850 Old Hwy #6 Santee SC	200.00
05-28	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	250.00
05-28	Withdrawal 000110023493701 05-25 ATM A05064 Seq # 5957 Publix 250 Eastgate Dr Aiken SC	302.00
05-29	FDR Debit Card Visa #8513 Subway 00168823 Wagener SC	12.95
05-29	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	84.30
05-30	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	18.34
05-30	Purchase Visa #8513 05-29 ATM W09879 Seq # 21134 Walgreens 1106 John C Calh Orangeburg SC	51.35
05-30	FDR Debit Card Visa #8513 Thai Orchid Restaurant Orangeburg SC	113.79
05-31	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	17.39
05-31	Purchase Visa #8513 05-30 ATM 001 Seq # 52091 Lowe's #559 2896 North Road Orangeburg SC	22.94
05-31	FDR Debit Card Visa #8513 Chestnut Grill Orangeburg SC	105.66
05-31	FDR Debit Card Visa #8513 Ards Container Service Columbia SC	300.00
05-31	ATM Fee 4 Withdrawals @ 2.00	8.00
	Total	9,093.80

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
05-01	2,767.38+	05-13	6,355.61+	05-23	5,190.98+
05-02	2,048.39+	05-14	7,290.28+	05-24	4,890.98+
05-03	1,364.75+	05-15	7,448.30+	05-28	6,159.73+
05-06	2,687.34+	05-16	6,783.24+	05-29	6,712.48+
05-07	3,266.72+	05-17	3,314.63+	05-30	2,779.00+
05-08	3,724.17+	05-20	4,911.09+	05-31	2,325.01+
05-09	3,654.16+	05-21	5,111.09+		
05-10	4,072.42+	05-22	5,088.29+		

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BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

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Your Account(s) At A Glance
Checking Balance 210.40+

Statement Period: June 1 , 2013 Thru June 30, 2013 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701 Enclosures In Statement: 0

Beginning Balance	**2,325.01+**	Statement Period Days	30
1 Deposits	3,000.00+	Average Collected Balance	1,321.00+
22 Other Credits	15,289.00+		
3 Checks	5,700.00-		
67 Other Debits	14,703.61-		
Monthly Service Charge	0.00		
Ending Balance	**210.40+**		

Deposits To Your Account

Date	Amount
06-04	3,000.00

Other Credits To Your Account

Date	Description	Amount
06-03	Merchant Bankcd Deposit 498216328886	40.00
06-03	Merchant Bankcd Deposit 498216328886	580.00
06-03	Merchant Bankcd Deposit 498216328886	2,945.00
06-04	Merchant Bankcd Deposit 498216328886	545.00
06-05	Merchant Bankcd Deposit 498216328886	325.00
06-06	Merchant Bankcd Deposit 498216328886	80.00
06-07	Merchant Bankcd Deposit 498216328886	365.00
06-10	Merchant Bankcd Deposit 498216328886	80.00
06-10	Merchant Bankcd Deposit 498216328886	350.00
06-10	Merchant Bankcd Deposit 498216328886	705.00
06-11	Merchant Bankcd Deposit 498216328886	700.00
06-12	Merchant Bankcd Deposit 498216328886	1,110.00
06-14	Merchant Bankcd Deposit 498216328886	40.00
06-17	Merchant Bankcd Deposit 498216328886	1,005.00
06-18	Merchant Bankcd Deposit 498216328886	720.00
06-19	Merchant Bankcd Deposit 498216328886	1,356.00
06-21	Merchant Bankcd Deposit 498216328886	220.00
06-24	Merchant Bankcd Deposit 498216328886	520.00
06-24	Merchant Bankcd Deposit 498216328886	2,178.00
06-25	Merchant Bankcd Deposit 498216328886	1,235.00
06-26	Merchant Bankcd Deposit 498216328886	150.00
06-28	Merchant Bankcd Deposit 498216328886	40.00
	Total	15,289.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: June 1 , 2013 Thru June 30, 2013 Account Number: 110023493701

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1068	06-04	400.00	1071*	06-26	3,200.00	1072	06-28	2,100.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
06-03	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	4.88
06-03	FDR Debit Card Visa #8513 Ta #179 Manning SC	11.05
06-03	Purchase Visa #8513 06-02 ATM Eva701 Seq # 23036 TJ TJ Maxx Summerville SC	14.70
06-03	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	37.89
06-03	FDR Debit Card Visa #8513 Coasters Santee SC	46.78
06-03	FDR Debit Card Visa #8513 Gilligan's Of Goos Goose Creek SC	67.52
06-03	Purchase Visa #8513 06-03 ATM 240616 Seq # 84554 Wal-Mart #0616 2795 North Road Orangeburg SC	98.99
06-03	Merchant Banked Discount 498216328886	379.78
06-04	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	30.88
06-04	Purchase Visa #8513 06-03 ATM Lk6671 Seq # 59725 Bi-Lo 655 Orangeburg SC	113.99
06-04	# Wire Transfer Ref Number = 000224	8,000.00
06-04	Wire Transfer Fee	25.00
06-04	Overdraft Item Fee	35.00
06-05	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	35.26
06-05	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	57.36
06-05	FDR Debit Card Visa #8513 Dv *dover Eng Catalog 800-9891500 Ma	71.65
06-05	FDR Debit Card Visa #8513 Aaa Carolinas-Mem-R 800-477-4222 NC	149.00
06-06	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	44.30
06-06	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	17.16
06-07	Purchase Visa #8513 06-07 ATM Eh6V01 Seq # 6992 Tractor Supply 2 Orangeburg SC	104.10
06-07	FDR Debit Card Visa #8513 Dish Network-One Time 800-894-9131 Co	143.28
06-10	Purchase Visa #8513 06-10 ATM 725838 Seq # 74079 Dollar-General 9120 Old #6 Hwy Santee SC	18.73
06-10	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	30.92
06-10	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	31.35
06-10	Dish Network Dish Ntwrk ******8396 Spa	341.05
06-11	Jipf Payments201 Debits	2,022.79
06-11	Overdraft Item Fee	35.00
06-12	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	2.18
06-12	FDR Debit Card Visa #8513 McDonald's F11399 Orangeburg SC	2.50
06-12	FDR Debit Card Visa #8513 Shoney's Of Orangeburg Orangeburg SC	7.61
06-12	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	28.75
06-12	FDR Debit Card Visa #8513 Vzwrlss*Ivr Ve 800-922-0204 NJ	95.72
06-12	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	289.17
06-12	FDR Debit Card Visa #8513 Vzwrlss*Ivr Ve 800-922-0204 NJ	489.33
06-13	FDR Debit Card Visa #8513 Subway 00275198 Columbia SC	8.36
06-13	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	61.35
06-13	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	108.56
06-18	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	25.67
06-18	Purchase Visa #8513 06-18 ATM 303597 Seq # 23385 Cvs 03597 03597--119 West Manning SC	39.13
06-18	Purchase Visa #8513 06-18 ATM 241017 Seq # 54448 Wal-Mart #1017 2010 Paxville Hw Manning SC	43.69
06-19	FDR Debit Card Visa #8513 Dairy Queen 9590009515 Latta SC	5.26
06-19	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	16.42
06-19	Purchase Visa #8513 06-19 ATM 305555 Seq # 42723 Cvs 05555 05555--8910 Old Santee SC	23.09
06-19	FDR Debit Card Visa #8513 Shoney's Of Manning Manning SC	24.59
06-20	Purchase Visa #8513 06-20 ATM E31V01 Seq # 3393 Office Max 2790 Orangeburg SC	39.09
06-20	Purchase Visa #8513 06-20 ATM E31V01 Seq # 42580 Tractor Supply 2 Orangeburg SC	41.70
06-20	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	44.92
06-20	Purchase Visa #8513 06-20 ATM 101700 Seq # 85136 Wal-Mart Super 1017 Wal-Sams Manning SC	58.57
06-20	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	231.55
06-21	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	24.14
06-21	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	88.25
06-24	FDR Debit Card Visa #8513 Wendys 217 Santee SC	1.95
06-24	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	5.53
06-24	FDR Debit Card Visa #8513 McDonald's F28086 Summerville SC	6.88

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BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: June 1 , 2013 Thru June 30, 2013 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
06-24	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	15.36
06-24	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	15.80
06-24	FDR Debit Card Visa #8513 Haddrells Point Tackle 843-8813644 SC	34.04
06-24	FDR Debit Card Visa #8513 Coasters Santee SC	53.94
06-24	FDR Debit Card Visa #8513 Martinis Santee SC	55.24
06-24	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	70.04
06-24	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	77.04
06-24	Purchase Visa #8513 06-23 ATM 305555 Seq # 43169 Cvs 05555 05555--8910 Old Santee SC	120.79
06-24	FDR Debit Card Visa #8513 R Bs Seafood Mt. Pleasant SC	152.35
06-24	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	171.47
06-26	FDR Debit Card Visa #8513 Thai Orchid Restaurant Orangeburg SC	109.19
06-27	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	19.23
06-27	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	26.75
	Total	14,703.61

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
06-03	5,228.42+	06-12	133.66-	06-21	2,323.00+
06-04	168.55+	06-13	311.93-	06-24	4,240.57+
06-05	180.28+	06-14	271.93-	06-25	5,475.57+
06-06	198.82+	06-17	733.07+	06-26	2,316.38+
06-07	316.44+	06-18	1,344.58+	06-27	2,270.40+
06-10	1,029.39+	06-19	2,631.22+	06-28	210.40+
06-11	328.40-	06-20	2,215.39+		

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BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

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356

Your Account(s) At A Glance
Checking
Balance 6,281.79+

Statement Period: July 1, 2013 Thru July 31, 2013 Account Number: 110023493701

Free Business Checking

Account Number: 110023493701 Enclosures In Statement: 0

Beginning Balance	**210.40+**	Statement Period Days	31
1 Deposits	3,400.00+	Average Collected Balance	3,965.00+
27 Other Credits	28,117.00+		
4 Checks	6,450.00-		
123 Other Debits	19,995.61-		
Monthly Service Charge	0.00		
Ending Balance	**6,281.79+**		

Deposits To Your Account

Date	Amount
07-08	3,400.00

Other Credits To Your Account

Date	Description	Amount
07-01	Merchant Bankcd Deposit 498216328886	750.00
07-01	Merchant Bankcd Deposit 498216328886	1,505.00
07-01	Merchant Bankcd Deposit 498216328886	2,660.00
07-02	Merchant Bankcd Deposit 498216328886	1,010.00
07-05	Merchant Bankcd Deposit 498216328886	560.00
07-05	Merchant Bankcd Deposit 498216328886	950.00
07-08	Merchant Bankcd Deposit 498216328886	795.00
07-08	Merchant Bankcd Deposit 498216328886	1,055.00
07-09	Merchant Bankcd Deposit 498216328886	1,364.00
07-11	Merchant Bankcd Deposit 498216328886	120.00
07-15	Merchant Bankcd Deposit 498216328886	320.00
07-15	Merchant Bankcd Deposit 498216328886	1,275.00
07-15	Merchant Bankcd Deposit 498216328886	1,310.00
07-16	Merchant Bankcd Deposit 498216328886	1,910.00
07-17	Merchant Bankcd Deposit 498216328886	890.00
07-18	Merchant Bankcd Deposit 498216328886	1,195.00
07-22	Merchant Bankcd Deposit 498216328886	240.00
07-22	Merchant Bankcd Deposit 498216328886	680.00
07-22	Merchant Bankcd Deposit 498216328886	2,595.00
07-23	Merchant Bankcd Deposit 498216328886	1,175.00
07-24	Merchant Bankcd Deposit 498216328886	200.00
07-26	Merchant Bankcd Deposit 498216328886	547.00
07-29	Merchant Bankcd Deposit 498216328886	160.00
07-29	Merchant Bankcd Deposit 498216328886	775.00
07-29	Merchant Bankcd Deposit 498216328886	1,280.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: July 1 , 2013 Thru July 31, 2013 Account Number: 110023493701

Other Credits To Your Account

Date	Description	Amount
07-30	Merchant Bankcd Deposit 498216328886	2,756.00
07-31	Merchant Bankcd Deposit 498216328886	40.00
	Total	28,117.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1073	07-09	250.00	1075	07-09	1,200.00
1074	07-08	2,000.00	1076	07-31	2,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
07-01	FDR Debit Card Visa #8513 Stuckeys Of Summrton Summerton SC	10.23
07-01	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	80.25
07-02	FDR Debit Card Visa #8513 Simpson Manning Hdwe I Manning SC	9.70
07-02	FDR Debit Card Visa #8513 Daniels Hardware Manning SC	12.10
07-02	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	30.67
07-02	Purchase Visa #8513 07-01 ATM 001 Seq # 67806 Lowe's #559 2896 North Road Orangeburg SC	59.28
07-03	Purchase Visa #8513 07-02 ATM 305555 Seq # 20109 Cvs 05555 05555-8910 Old Santee SC	29.18
07-03	Purchase Visa #8513 07-02 ATM 001 Seq # 41174 Lowe's #559 2896 North Road Orangeburg SC	252.92
07-03	Merchant Bankcd Finci Adj 498216328886	17.95
07-03	Merchant Bankcd Discount 498216328886	475.21
07-05	FDR Debit Card Visa #8513 McDonald's F7298 Orangeburg SC	9.34
07-05	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	28.30
07-05	FDR Debit Card Visa #8513 Coasters Santee SC	64.98
07-05	FDR Debit Card Visa #8513 Dish Network-One Time 800-894-9131 Co	143.28
07-05	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	197.64
07-05	FDR Debit Card Visa #8513 L&s Dry Cleaners Orangeburg SC	341.35
07-05	FDR Debit Card Visa #8513 Ards Containers Floren Columbia SC	650.00
07-06	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	3.03
07-08	FDR Debit Card Visa #8513 Wendys 217 Santee SC	5.53
07-08	Purchase Visa #8513 07-08 ATM 298164 Seq # 2114 USPS 4578800142 689 Bass Dr Santee SC	6.89
07-08	FDR Debit Card Visa #8513 Young S Food S00006445 Pinewood SC	8.23
07-08	FDR Debit Card Visa #8513 Young S Food S00006445 Pinewood SC	25.82
07-08	FDR Debit Card Visa #8513 Walgreens #9879 Orangeburg SC	32.09
07-08	FDR Debit Card Visa #8513 Ruby Tuesday #4069 Orangeburg SC	49.92
07-08	FDR Debit Card Visa #8513 Red Lobster US00005405 Aiken SC	58.15
07-08	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	71.40
07-08	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	200.04
07-08	# Wire Transfer Ref Number = 000136	5,000.00
07-08	Wire Transfer Fee	25.00
07-09	Purchase Visa #8513 07-09 ATM 001 Seq # 35500 Lowe's #559 2896 North Road Orangeburg SC	5.34
07-09	FDR Debit Card Visa #8513 Church's Chicken #1446 Orangeburg SC	8.71
07-09	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	57.25
07-09	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	85.64
07-09	# Telephone Transfer	500.00
07-10	FDR Debit Card Visa #8513 Allstar Deli 1 Orangeburg SC	21.27
07-10	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	24.70
07-10	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	29.73
07-10	FDR Debit Card Visa #8513 Lands End Internet 800-332-4700 Wi	145.72
07-10	FDR Debit Card Visa #8513 Vzwrlss*Ivr Ve 800-922-0204 NJ	400.00
07-11	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	6.05
07-11	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
07-11	FDR Debit Card Visa #8513 Bosch Parts & Service 870-934-4633 Ar	34.89
07-11	FDR Debit Card Visa #8513 Ace Hardware Orangeburg SC	53.49
07-12	FDR Debit Card Visa #8513 Wendys 217 Santee SC	5.42
07-12	FDR Debit Card Visa #8513 Waffle House 1008 N Charleston SC	16.96
07-12	Purchase Visa #8513 07-12 ATM 456026 Seq # 98161 Simpson Manning #3 West Rigby St Manning SC	95.00
07-12	FDR Debit Card Visa #8513 Knifeworks Inc 318-6498401 La	202.80
07-15	FDR Debit Card Visa #8513 Pilot 00003384 Cayce SC	1.49
07-15	Purchase Visa #8513 07-13 ATM 241017 Seq # 64766 Wal-Mart #1017 2010 Paxville Hw Manning SC	5.30

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First Citizens

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BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: July 1 , 2013 Thru July 31, 2013 Account Number: 110023493701

Other Debits From Your Account

Date	Description	Amount
07-15	Purchase Visa #8513 07-13 ATM 860218 Seq # 33601 Pilot #0338 3008 Hwy 321 Cayce SC	8.55
07-15	Purchase Visa #8513 07-13 ATM 860218 Seq # 39380 Pilot #0338 3008 Hwy 321 Cayce SC	8.55
07-15	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	13.34
07-15	FDR Debit Card Visa #8513 Carolina Wings & Cayce SC	17.47
07-15	FDR Debit Card Visa #8513 Allstar Deli 1 Orangeburg SC	22.46
07-15	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	27.66
07-15	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	27.78
07-15	FDR Debit Card Visa #8513 Asurion Wireless Ins 866-6672535 Tn	45.00
07-15	FDR Debit Card Visa #8513 Oreck Corporation 800-989-3535 La	48.17
07-15	FDR Debit Card Visa #8513 Coasters Santee SC	69.72
07-16	FDR Debit Card Visa #8513 Golden Corral - #928 Florence SC	19.33
07-16	FDR Debit Card Visa #8513 Ferguson Ent #28 843-662-5241 SC	145.25
07-16	FDR Debit Card Visa #8513 Ferguson Ent #28 843-662-5241 SC	1,185.83
07-17	FDR Debit Card Visa #8513 Stuckeys Of Summrton Summerton SC	12.30
07-17	FDR Debit Card Visa #8513 Chestnut Grill Orangeburg SC	59.94
07-17	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	70.63
07-17	FDR Debit Card Visa #8513 Ferguson Ent #28 843-662-5241 SC	1,185.83
07-17	# Wire Transfer Ref Number = 000056	3,000.00
07-17	Wire Transfer Fee	25.00
07-18	FDR Debit Card Visa #8513 Allstar Deli 1 Orangeburg SC	1.62
07-18	FDR Debit Card Visa #8513 Office Max Orangeburg SC	10.36
07-18	FDR Debit Card Visa #8513 Ace Hardware Orangeburg SC	13.33
07-18	FDR Debit Card Visa #8513 Allstar Deli 1 Orangeburg SC	21.32
07-18	FDR Debit Card Visa #8513 Waffle House 10053 Norcross Ga	22.69
07-18	FDR Debit Card Visa #8513 Kick Booty Auto Orangeburg SC	25.68
07-18	FDR Debit Card Visa #8513 Carolina Jewelers Inc 803-5343403 SC	60.00
07-19	FDR Debit Card Visa #8513 Pilot 00003384 Cayce SC	2.13
07-19	FDR Debit Card Visa #8513 Wendys 217 Santee SC	2.39
07-19	FDR Debit Card Visa #8513 Pilot 00003384 Cayce SC	6.94
07-19	Purchase Visa #8513 07-19 ATM 000000 Seq # 88701 Sou The Home De 1525 Dalton Dr Columbia SC	10.54
07-22	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	4.34
07-22	FDR Debit Card Visa #8513 Tutti Frutti - Columbi Columbia SC	11.97
07-22	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	21.33
07-22	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	29.80
07-22	FDR Debit Card Visa #8513 Food Lion #0283 Santee SC	32.82
07-22	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	44.45
07-22	FDR Debit Card Visa #8513 Dewalt/Porter/Delta#18 430-201-7496 Tn	70.86
07-22	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	95.93
07-22	FDR Debit Card Visa #8513 Factory Outlet Maxtool 8006293325 Ca	127.99
07-22	FDR Debit Card Visa #8513 Santee Quick Lube Santee SC	232.34
07-22	Purchase Visa #8513 07-22 ATM 000000 Seq # 4243 Sou Best Buy #2 7006 Two Notch R Columbia SC	248.39
07-23	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	13.89
07-23	FDR Debit Card Visa #8513 Quarterdeck Restaurant Hilton Head I SC	179.24
07-24	FDR Debit Card Visa #8513 Ruby Tuesday #4420 Florence SC	43.07
07-24	Purchase Visa #8513 07-24 ATM 001 Seq # 83266 Lowe's #559 2896 North Road Orangeburg SC	44.13
07-24	FDR Debit Card Visa #8513 Pul*statelinetack.Com 800-228-9208 Pa	53.95
07-25	FDR Debit Card Visa #8513 McDonald's F34169 Manning SC	4.01
07-25	FDR Debit Card Visa #8513 Waffle House 0594 Santee SC	23.64
07-25	FDR Debit Card Visa #8513 Mr. Hibachi Kingstree SC	35.65
07-25	FDR Debit Card Visa #8513 Animal Hospital Of Kin Kingstree SC	40.00
07-25	FDR Debit Card Visa #8513 Sxm*siriusxm.Com/Acct 888-635-5144 Ny	122.92
07-25	Purchase Visa #8513 07-25 ATM 001141 Seq # 1809 Tractor Supply 2590 S. Irby Str Florence SC	173.78
07-26	FDR Debit Card Visa #8513 Shoney's Of Manning Manning SC	30.56
07-26	FDR Debit Card Visa #8513 Food Lion #1428 Darlington SC	84.72
07-26	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	200.04

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Statement Period: July 1 , 2013 Thru July 31, 2013 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
07-26	FDR Debit Card Visa #8513 Kick Booty Auto 803-5366904 SC	856.00
07-29	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	9.56
07-29	FDR Debit Card Visa #8513 B And B Restaurant Inc Darlington SC	24.50
07-29	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	37.10
07-29	FDR Debit Card Visa #8513 SC Park Service 866-345-7275 SC	42.68
07-29	FDR Debit Card Visa #8513 Fastrack #3 Darlington SC	47.59
07-29	Purchase Visa #8513 07-26 ATM 305555 Seq # 49721 Cvs 05555 05555--8910 Old Santee SC	50.79
07-29	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	68.76
07-29	FDR Debit Card Visa #8513 Pearlz Vista Columbia SC	167.62
07-29	Purchase Visa #8513 07-28 ATM 000000 Seq # 6403 Sou Best Buy #2 7006 Two Notch R Columbia SC	302.38
07-29	Withdrawal 000110023493701 07-26 ATM 074100 Seq # 2262 Bank of Claren 8850 Old Hwy #6 Santee SC	303.00
07-30	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	37.50
07-30	Purchase Visa #8513 07-29 ATM 305555 Seq # 49085 Cvs 05555 05555--8910 Old Santee SC	61.66
07-30	FDR Debit Card Visa #8513 Vzwrlss*Ivr Ve 800-922-0204 NJ	95.73
07-31	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	13.89
07-31	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	16.07
07-31	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	42.34
07-31	FDR Debit Card Visa #8513 Lakeside Landscaping S Santee SC	69.50
07-31	ATM Fee 1 Withdrawal @ 2.00	2.00
	Total	19,995.61

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
07-01	5,034.92+	07-12	1,328.88+	07-24	5,687.78+
07-02	5,933.17+	07-15	3,938.39+	07-25	5,287.78+
07-03	5,157.91+	07-16	4,497.98+	07-26	4,663.46+
07-06	5,233.02+	07-17	1,034.28+	07-29	5,824.48+
07-08	2,996.92+	07-18	2,074.28+	07-30	8,385.59+
07-09	2,253.98+	07-19	2,052.28+	07-31	6,281.79+
07-10	1,632.56+	07-22	4,647.06+		
07-11	1,649.06+	07-23	5,628.93+		

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First Citizens

1230 Main Street
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08797
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance
Checking
Balance 2,634.45+

Statement Period: August 1 , 2013 Thru August 31, 2013 Account Number: 110023493701

Free Business Checking

Account Number: 110023493701

Enclosures In Statement: 0

Beginning Balance	**6,281.79+**	Statement Period Days	31
1 Deposits	4,000.00+	Average Collected Balance	3,024.00+
29 Other Credits	20,940.00+		
5 Checks	11,200.00-		
104 Other Debits	17,387.34-		
Monthly Service Charge	0.00		
Ending Balance	**2,634.45+**		

Deposits To Your Account

Date	Amount
08-08	4,000.00

Other Credits To Your Account

Date	Description	Amount
08-01	Merchant Bankcd Deposit 498216328886	155.00
08-02	Merchant Bankcd Deposit 498216328886	905.00
08-05	Merchant Bankcd Deposit 498216328886	300.00
08-05	Merchant Bankcd Deposit 498216328886	1,480.00
08-05	Merchant Bankcd Deposit 498216328886	1,752.00
08-06	Merchant Bankcd Deposit 498216328886	1,160.00
08-07	Merchant Bankcd Deposit 498216328886	110.00
08-08	Merchant Bankcd Deposit 498216328886	857.00
08-09	Merchant Bankcd Deposit 498216328886	380.00
08-12	Merchant Bankcd Deposit 498216328886	97.00
08-12	Merchant Bankcd Deposit 498216328886	627.00
08-12	Merchant Bankcd Deposit 498216328886	955.00
08-13	Merchant Bankcd Deposit 498216328886	1,280.00
08-14	Merchant Bankcd Deposit 498216328886	1,080.00
08-15	Merchant Bankcd Deposit 498216328886	200.00
08-16	Merchant Bankcd Deposit 498216328886	289.00
08-19	Merchant Bankcd Deposit 498216328886	455.00
08-19	Merchant Bankcd Deposit 498216328886	1,331.00
08-19	Merchant Bankcd Deposit 498216328886	2,006.00
08-20	Merchant Bankcd Deposit 498216328886	1,855.00
08-21	Merchant Bankcd Deposit 498216328886	261.00
08-23	Merchant Bankcd Deposit 498216328886	448.00
08-26	Merchant Bankcd Deposit 498216328886	80.00
08-26	Merchant Bankcd Deposit 498216328886	135.00
08-26	Merchant Bankcd Deposit 498216328886	1,532.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: August 1 , 2013 Thru August 31, 2013 Account Number: 110023493701

Other Credits To Your Account

Date	Description	Amount
08-27	Merchant Bankcd Deposit 498216328886	240.00
08-28	Merchant Bankcd Deposit 498216328886	150.00
08-29	Merchant Bankcd Deposit 498216328886	350.00
08-30	Merchant Bankcd Deposit 498216328886	470.00
	Total	20,940.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1077	08-02	6,000.00	1079	08-15	300.00	1081	08-28	3,200.00
1078	08-14	1,500.00	1080	08-19	200.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
08-01	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	34.75
08-02	FDR Debit Card Visa #8513 Big Water Resort Summerton SC	5.00
08-02	FDR Debit Card Visa #8513 McDonald's F7291 Florence SC	6.03
08-02	FDR Debit Card Visa #8513 Whimsey Gift Shop Santee SC	17.12
08-02	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	21.33
08-02	FDR Debit Card Visa #8513 Food Lion #0283 Santee SC	48.74
08-02	Withdrawal 000110023493701 08-01 ATM 074100 Seq # 2740 Bank of Claren 8850 Old Hwy #6 Santee SC	303.00
08-05	FDR Debit Card Visa #8513 Hardees 3096 Ravenel SC	5.41
08-05	FDR Debit Card Visa #8513 Shoney's Of Manning Manning SC	6.71
08-05	FDR Debit Card Visa #8513 McDonald's F12824 Johns Island SC	9.36
08-05	FDR Debit Card Visa #8513 Hardees 3096 Ravenel SC	13.64
08-05	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	16.02
08-05	FDR Debit Card Visa #8513 Craigs Place Cafe And Santee SC	31.09
08-05	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	52.40
08-05	FDR Debit Card Visa #8513 Ruby Tuesday #4069 Orangeburg SC	63.69
08-05	FDR Debit Card Visa #8513 Angel Oak Restaurant Johns Island SC	98.12
08-05	Purchase Visa #8513 08-03 ATM E31V01 Seq # 61434 Office Max 2790 Orangeburg SC	102.01
08-05	FDR Debit Card Visa #8513 Dish Network-One Time 800-894-9131 Co	143.28
08-05	Merchant Bankcd Fincl Adj 498216328886	35.90
08-05	Merchant Bankcd Discount 498216328886	674.70
08-06	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	28.49
08-06	FDR Debit Card Visa #8513 Paypal *campgroundi 402-935-7733 Ca	100.00
08-06	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	105.93
08-06	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	112.32
08-07	FDR Debit Card Visa #8513 McDonald's F15241 Charleston SC	3.51
08-07	FDR Debit Card Visa #8513 Burger King #5162 N Charleston SC	5.94
08-07	FDR Debit Card Visa #8513 Tcby Columbia SC	11.32
08-07	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	24.23
08-08	Purchase Visa #8513 08-08 ATM 000423 Seq # 0792 Tractor Supply 2994 North Road Orangeburg SC	12.81
08-08	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	106.14
08-08	# Wire Transfer Ref Number = 000308	8,000.00
08-08	Wire Transfer Fee	25.00
08-09	Purchase Visa #8513 08-09 ATM 101700 Seq # 43040 Wal-Mart Super 1017 Wal-Sams Manning SC	2.65
08-09	FDR Debit Card Visa #8513 Henry''s On The Market Charleston SC	50.69
08-09	Purchase Visa #8513 08-09 ATM 241017 Seq # 3986 Wal-Mart #1017 2010 Paxville Hw Manning SC	52.92
08-09	Purchase Visa #8513 08-08 ATM Lk6671 Seq # 4462 Bi-Lo 655 Orangeburg SC	74.59
08-12	Purchase Visa #8513 08-11 ATM 001317 Seq # 3862 Tractor Supply 4405 Savannah Hw Ravenel SC	16.26
08-12	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	20.05
08-12	FDR Debit Card Visa #8513 Rosalia's Mexican Rest Orangeburg SC	21.35
08-12	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	80.30
08-12	Purchase Visa #8513 08-10 ATM Lk6027 Seq # 54270 Piggly Wiggly 00 Charleston SC	112.12
08-12	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	321.13
08-13	Purchase Visa #8513 08-13 ATM 000423 Seq # 2877 Tractor Supply 2994 North Road Orangeburg SC	36.98
08-13	FDR Debit Card Visa #8513 Nex*xhose 800-284-4628 Ct	157.45
08-14	FDR Debit Card Visa #8513 Ruby Tuesday #4069 Orangeburg SC	55.94

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

08797
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: August 1 , 2013 Thru August 31, 2013 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
08-14	FDR Debit Card Visa #8513 Chestnut Grill Orangeburg SC	85.08
08-14	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	101.07
08-15	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	14.91
08-15	Purchase Visa #8513 08-14 ATM 061600 Seq # 92136 Wal-Mart Super 0616 Wal-Sams Orangeburg SC	16.84
08-16	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	19.88
08-16	Purchase Visa #8513 08-16 ATM 456026 Seq # 13703 Simpson Manning #3 West Rigby St Manning SC	57.39
08-16	FDR Debit Card Visa #8513 Aronson Awning Co Inc 803-5314323 SC	636.65
08-19	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	5.30
08-19	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	11.16
08-19	FDR Debit Card Visa #8513 Stuckeys Of Summrton Summerton SC	12.69
08-19	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	28.50
08-19	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	31.00
08-19	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	36.59
08-19	FDR Debit Card Visa #8513 Hialeah Meter Company Hialeah Fl	54.61
08-19	FDR Debit Card Visa #8513 Thai Orchid Restaurant Orangeburg SC	78.26
08-19	Purchase Visa #8513 08-17 ATM 101700 Seq # 59396 Wal-Mart Super 1017 Wal-Sams Manning SC	159.19
08-19	FDR Debit Card Visa #8513 Gressette Pest Control Orangeburg SC	235.27
08-20	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	24.58
08-20	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	30.14
08-20	FDR Debit Card Visa #8513 Black River Marine Orangeburg SC	103.43
08-20	Purchase Visa #8513 08-19 ATM 110948 Seq # 65900 Radioshack COR 2390 Chestnut St Orangeburg SC	148.70
08-20	FDR Debit Card Visa #8513 Wesspur Tree & Equipme 360-7345242 Wa	210.00
08-20	Withdrawal 791 Broughton St Orangeburg SC X993 08-20 110023493701	300.00
08-20	Merchant Banked Chargeback 498216328886	320.00
08-21	FDR Debit Card Visa #8513 Sante General Store #4 Santee SC	15.12
08-21	FDR Debit Card Visa #8513 Ns *nutri System 800-585-5483 Pa	15.19
08-21	Purchase Visa #8513 08-20 ATM Evbv01 Seq # 63188 Tractor Supply 2 Orangeburg SC	93.62
08-21	FDR Debit Card Visa #8513 Orangeburg Dmv 38 Orangeburg SC	102.00
08-21	FDR Debit Card Visa #8513 Ns *nutri System 800-585-5483 Pa	269.99
08-21	FDR Debit Card Visa #8513 West Marine #134 N Charleston SC	424.38
08-22	FDR Debit Card Visa #8513 Church's Chicken #758 Charleston SC	9.98
08-22	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	13.89
08-22	FDR Debit Card Visa #8513 Original House Of Pizz Orangeburg SC	21.01
08-22	FDR Debit Card Visa #8513 Me Time 803-5350097 SC	60.00
08-22	Purchase Visa #8513 08-22 ATM Lk6671 Seq # 34793 Bi-Lo 655 Orangeburg SC	206.49
08-22	FDR Debit Card Visa #8513 Frankies Fun Park - Co Columbia SC	225.00
08-22	# Telephone Transfer	443.09
08-26	FDR Debit Card Visa #8513 Bistra Llc 239-2710086 SC	3.26
08-26	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	8.55
08-26	FDR Debit Card Visa #8513 Bistra Llc 239-2710086 SC	14.25
08-26	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	19.80
08-26	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	24.58
08-26	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	26.43
08-26	Purchase Visa #8513 08-24 ATM W07506 Seq # 21133 Walgreens 1290 Chestnut St Orangeburg SC	52.41
08-26	FDR Debit Card Visa #8513 Tokyo S S Japanese Res Orangeburg SC	53.58
08-26	FDR Debit Card Visa #8513 Gpm*table-Mate 866-5969225 Ny	55.85
08-26	Purchase Visa #8513 08-23 ATM 605132 Seq # 26374 Belk Orangeburg 2390 Chestnut NE Orangeburg SC	78.28
08-26	Purchase Visa #8513 08-24 ATM 001 Seq # 62688 Lowe's #559 2896 North Road Orangeburg SC	120.85
08-27	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	20.34
08-27	FDR Debit Card Visa #8513 Palmetto Gas Company 803-7754321 SC	454.55
08-28	FDR Debit Card Visa #8513 Priority One Security 864-288-1400 SC	119.85
08-28	FDR Debit Card Visa #8513 Priority One Security 864-288-1400 SC	119.85

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Statement Period: August 1 , 2013 Thru August 31, 2013 Account Number: 110023493701

Other Debits From Your Account

Date	Description	Amount
08-29	FDR Debit Card Visa #8513 Chick-Fil-A #02843 Orangeburg SC	8.01
08-29	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	16.02
08-29	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	28.50
08-29	Purchase Visa #8513 08-29 ATM Evbv01 Seq # 1317 Tractor Supply 2 Orangeburg SC	101.71
08-30	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
08-30	FDR Debit Card Visa #8513 Black River Marine Orangeburg SC	203.18
08-30	ATM Fee 1 Withdrawal @ 2.00	2.00
	Total	17,387.34

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
08-01	6,402.04+	08-13	3,170.31+	08-23	4,418.37+
08-02	905.82+	08-14	2,508.22+	08-26	5,707.53+
08-05	3,185.49+	08-15	2,376.47+	08-27	5,472.64+
08-06	3,998.75+	08-16	1,951.55+	08-28	2,182.94+
08-07	4,063.75+	08-19	4,890.98+	08-29	2,378.70+
08-08	776.80+	08-20	5,609.13+	08-30	2,634.45+
08-09	975.95+	08-21	4,949.83+		
08-12	2,083.74+	08-22	3,970.37+		

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1230 Main Street
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11006
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance
Checking
Balance 1,601.66+

Statement Period: September 1 , 2013 Thru September 30, 2013 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701

Enclosures In Statement 0

Beginning Balance	**2,634.45+**	Statement Period Days	30
1 Deposits	1,000.00+	Average Collected Balance	3,111.00+
26 Other Credits	16,241.00+		
2 Checks	7,570.00-		
108 Other Debits	10,703.79-		
Monthly Service Charge	0.00		
Ending Balance	**1,601.66+**		

Deposits To Your Account

Date	Amount
09-05	1,000.00

Other Credits To Your Account

Date	Description	Amount
09-03	Merchant Bankcd Deposit 498216328886	100.00
09-03	Merchant Bankcd Deposit 498216328886	240.00
09-03	Merchant Bankcd Deposit 498216328886	480.00
09-03	Merchant Bankcd Deposit 498216328886	1,350.00
09-04	Merchant Bankcd Deposit 498216328886	1,550.00
09-05	Merchant Bankcd Deposit 498216328886	2,661.50
09-09	Merchant Bankcd Deposit 498216328886	580.00
09-09	Merchant Bankcd Deposit 498216328886	1,583.50
09-10	Merchant Bankcd Deposit 498216328886	125.00
09-11	Merchant Bankcd Deposit 498216328886	450.00
09-12	Merchant Bankcd Deposit 498216328886	300.00
09-13	Merchant Bankcd Deposit 498216328886	665.00
09-16	Merchant Bankcd Deposit 498216328886	485.00
09-16	Merchant Bankcd Deposit 498216328886	505.00
09-17	Merchant Bankcd Deposit 498216328886	1,110.00
09-18	Merchant Bankcd Deposit 498216328886	500.00
09-19	Merchant Bankcd Deposit 498216328886	550.00
09-23	Merchant Bankcd Deposit 498216328886	109.00
09-23	Merchant Bankcd Deposit 498216328886	176.00
09-23	Merchant Bankcd Deposit 498216328886	355.00
09-24	Merchant Bankcd Deposit 498216328886	40.00
09-25	Merchant Bankcd Deposit 498216328886	216.00
09-26	Merchant Bankcd Deposit 498216328886	650.00
09-30	Merchant Bankcd Deposit 498216328886	200.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: September 1 , 2013 Thru September 30, 2013 Account Number : 110023493701

Other Credits To Your Account

Date	Description	Amount
09-30	Merchant Bankcd Deposit 498216328886	585.00
09-30	Merchant Bankcd Deposit 498216328886	675.00
	Total	16,241.00

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1082	09-09	7,000.00	1083	09-27	570.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
09-03	FDR Debit Card Visa #8513 Palmetto Office Supply Orangeburg SC	4.01
09-03	FDR Debit Card Visa #8513 McDonald's F5032 St George SC	4.13
09-03	FDR Debit Card Visa #8513 Tutti Frutti - Columbi Columbia SC	4.26
09-03	FDR Debit Card Visa #8513 Marble Slab Creamery # Columbia SC	6.15
09-03	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	13.89
09-03	FDR Debit Card Visa #8513 Kroger #404 Savannah Ga	15.59
09-03	FDR Debit Card Visa #8513 Waffle House 0820 Ridgeland SC	24.63
09-03	Purchase Visa #8513 09-03 ATM 725838 Seq # 14333 Dollar-General 9120 Old #6 Hwy Santee SC	26.75
09-03	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	27.75
09-03	FDR Debit Card Visa #8513 Carolina Ale House Columbia SC	30.27
09-03	Purchase Visa #8513 09-01 ATM 304229 Seq # 47043 Cvs 04229 04229--11607 Abe Savannah Ga	41.68
09-03	FDR Debit Card Visa #8513 Expedia*162141116103 800-367-3476 Nv	54.10
09-03	FDR Debit Card Visa #8513 Wal-Mart #4556 Savannah Ga	56.40
09-03	FDR Debit Card Visa #8513 I.R.I.S. 561-921-0847 Fl	79.00
09-03	FDR Debit Card Visa #8513 Wal-Mart #4556 Savannah Ga	96.00
09-03	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	110.61
09-03	Merchant Bankcd Fincl Adj 498216328886	17.95
09-03	Merchant Bankcd Discount 498216328886	555.95
09-04	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	2.79
09-04	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	17.95
09-04	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	19.23
09-04	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	28.87
09-04	Purchase Visa #8513 09-03 ATM 305555 Seq # 37137 Cvs 05555 05555--8910 Old Santee SC	37.10
09-04	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	75.26
09-04	FDR Debit Card Visa #8513 Quarterdeck Restaurant Hilton Head I SC	120.21
09-05	Purchase Visa #8513 09-05 ATM Eh6V01 Seq # 38395 Office Max 2790 Orangeburg SC	1.19
09-05	FDR Debit Card Visa #8513 Stuckeys Of Summrton Summerton SC	5.59
09-05	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	37.36
09-05	FDR Debit Card Visa #8513 Ards Containers Floren Columbia SC	400.00
09-06	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
09-06	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	27.15
09-06	Purchase Visa #8513 09-05 ATM Eh6V01 Seq # 60325 Tractor Supply 2 Orangeburg SC	79.97
09-06	FDR Debit Card Visa #8513 Jcpenney.Com 800-221-0827 Oh	408.10
09-09	FDR Debit Card Visa #8513 Shell Oil 51029750018 Townsend Ga	1.83
09-09	FDR Debit Card Visa #8513 Coasters Santee SC	59.12
09-09	FDR Debit Card Visa #8513 Santee Quick Lube Santee SC	141.39
09-12	FDR Debit Card Visa #8513 Down The Hatch Ponce Inlet Fl	25.88
09-13	FDR Debit Card Visa #8513 Malony's Oyster Bar New Smyrna Be Fl	20.00
09-13	Purchase Visa #8513 09-13 ATM 018556 Seq # 17713 Pilot 575 591 St Mary's R Saint Marys Ga	40.43
09-13	FDR Debit Card Visa #8513 Sq *oralba New Smyrna Be Fl	41.54
09-13	FDR Debit Card Visa #8513 Ns *nutri System 800-585-5483 Pa	256.49
09-16	FDR Debit Card Visa #8513 Clay Gallery New Smyrna Be Fl	10.65
09-16	FDR Debit Card Visa #8513 Cvspharmacy #0606 Q03 South Daytona Fl	14.33
09-16	FDR Debit Card Visa #8513 Golden Corral 2630 Port Orange Fl	18.09
09-16	FDR Debit Card Visa #8513 Martinis - Hwy 6 Santee SC	19.88
09-16	FDR Debit Card Visa #8513 Denny's #7600 Yemassee SC	23.66
09-16	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	24.16
09-16	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	30.57
09-16	FDR Debit Card Visa #8513 Clancys Cantina New Smyrna Fl	42.59
09-16	FDR Debit Card Visa #8513 Food Lion #0283 Santee SC	56.44
09-16	FDR Debit Card Visa #8513 Rip Tide Raw Bar And G Ormond Beach Fl	88.94

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1230 Main Street
PO Box 29
Columbia, SC 29202-0029

11006

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: September 1 , 2013 Thru September 30, 2013 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
09-17	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	13.27
09-17	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	14.13
09-17	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	14.33
09-17	# Wire Transfer Ref Number = 000190	4,000.00
09-17	Wire Transfer Fee	25.00
09-18	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	9.61
09-18	FDR Debit Card Visa #8513 Walgreens #9879 Orangeburg SC	16.45
09-18	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	26.24
09-18	FDR Debit Card Visa #8513 Coasters Santee SC	34.99
09-18	FDR Debit Card Visa #8513 Bi-Lo 655 Orangeburg SC	111.43
09-18	Mann Mps Sigonfile Fkymt1	19.95
09-19	FDR Debit Card Visa #8513 The Kitchen Orangeburg SC	15.74
09-19	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	16.03
09-19	FDR Debit Card Visa #8513 New Vitality 800-943-6465 Ny	16.30
09-19	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	18.97
09-19	FDR Debit Card Visa #8513 Tlf The Flower Gallery Orangeburg SC	133.75
09-20	FDR Debit Card Visa #8513 Pul*statelinetack.Com 800-228-9208 Pa	28.03
09-20	FDR Debit Card Visa #8513 Home Builders Supply C Orangeburg SC	61.69
09-23	FDR Debit Card Visa #8513 Canal Lakes Fish Camp Cross SC	7.78
09-23	FDR Debit Card Visa #8513 California Dreaming Ch Charleston SC	12.35
09-23	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	13.07
09-23	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	17.75
09-23	FDR Debit Card Visa #8513 California Dreaming Ch Charleston SC	18.42
09-23	FDR Debit Card Visa #8513 East Of Chicago Pizza Sumter SC	26.45
09-23	FDR Debit Card Visa #8513 Key Largo Santee SC	30.00
09-23	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	35.25
09-23	FDR Debit Card Visa #8513 Gilligan's Of Monc Moncks Corner SC	138.50
09-23	FDR Debit Card Visa #8513 California Dreaming Ch Charleston SC	152.09
09-23	FDR Debit Card Visa #8513 Power Audio Sumter SC	298.29
09-24	FDR Debit Card Visa #8513 Ripley Light Yacht Clu 843-766-0908 SC	60.00
09-24	FDR Debit Card Visa #8513 Ripley Light Marina 843-7662100 SC	77.83
09-25	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	14.61
09-25	FDR Debit Card Visa #8513 The Pizza Joint Aiken Aiken SC	39.39
09-25	FDR Debit Card Visa #8513 Camping World #89 Charleston SC	75.94
09-25	FDR Debit Card Visa #8513 Carolina Equine Clinic 803-6429195 SC	274.00
09-26	FDR Debit Card Visa #8513 McDonald's F11399 Orangeburg SC	4.02
09-26	FDR Debit Card Visa #8513 Exxonmobil 42208694 Holly Hill SC	6.34
09-26	FDR Debit Card Visa #8513 Church's Chicken #1446 Orangeburg SC	7.72
09-26	FDR Debit Card Visa #8513 Dollar-General #4866 Santee SC	11.50
09-26	FDR Debit Card Visa #8513 Waffle House 1008 N Charleston SC	11.99
09-26	FDR Debit Card Visa #8513 Autozone #0291 Orangeburg SC	13.36
09-26	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	64.96
09-26	FDR Debit Card Visa #8513 Ards Containers Floren Columbia SC	600.00
09-27	FDR Debit Card Visa #8513 Chick-Fil-A #02843 Orangeburg SC	6.14
09-27	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
09-27	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	16.04
09-27	FDR Debit Card Visa #8513 Rosalia's Mexican Rest Orangeburg SC	32.61
09-30	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	5.30
09-30	FDR Debit Card Visa #8513 Santee Auto Parts Santee SC	6.41
09-30	FDR Debit Card Visa #8513 Santee Auto Parts Santee SC	7.96
09-30	FDR Debit Card Visa #8513 Walgreens #9879 Orangeburg SC	12.47
09-30	FDR Debit Card Visa #8513 Santee Auto Parts Santee SC	16.03
09-30	FDR Debit Card Visa #8513 Rosalia's Mexican Rest Orangeburg SC	35.56
09-30	FDR Debit Card Visa #8513 Tokyo S S Japanese Res Orangeburg SC	39.32
09-30	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	98.05
09-30	FDR Debit Card Visa #8513 North Furniture Co North SC	297.46
09-30	Mann Mps Sigonfile 26Myt1	176.90
	Total	10,703.79

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Statement Period: September 1 , 2013 Thru September 30, 2013 Account Number : 110023493701

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
09-03	3,635.33+	09-12	3,387.27+	09-23	1,826.64+
09-04	4,883.92+	09-13	3,693.81+	09-24	1,728.81+
09-05	8,101.28+	09-16	4,354.50+	09-25	1,540.87+
09-06	7,576.99+	09-17	1,397.77+	09-26	1,470.98+
09-09	2,538.15+	09-18	1,679.10+	09-27	837.12+
09-10	2,663.15+	09-19	2,026.31+	09-30	1,601.66+
09-11	3,113.15+	09-20	1,936.59+		

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First Citizens

1230 Main Street
PO Box 29
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SC08

11243
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance

Checking Balance	980.70+

Statement Period: October 1 , 2013 Thru October 31, 2013 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701 Enclosures In Statement 0

Beginning Balance	1,601.66+	Statement Period Days	31
4 Deposits	9,120.00+	Average Collected Balance	1,081.00+
25 Other Credits	12,402.64+		
4 Checks	16,338.56-		
85 Other Debits	5,805.04-		
Monthly Service Charge	0.00		
Ending Balance	980.70+		

Deposits To Your Account

Date	Amount	Date	Amount
10-07	7,600.00	10-28	400.00
10-15	600.00	10-30	520.00

Other Credits To Your Account

Date	Description	Amount
10-01	Merchant Bankcd Deposit 498216328886	1,025.00
10-02	Merchant Bankcd Deposit 498216328886	40.00
10-03	Merchant Bankcd Deposit 498216328886	525.00
10-07	Merchant Bankcd Deposit 498216328886	80.00
10-07	Merchant Bankcd Deposit 498216328886	545.00
10-07	Merchant Bankcd Deposit 498216328886	1,612.50
10-08	Merchant Bankcd Deposit 498216328886	480.00
10-09	Merchant Bankcd Deposit 498216328886	465.00
10-10	Merchant Bankcd Deposit 498216328886	440.00
10-11	Merchant Bankcd Deposit 498216328886	40.00
10-15	Merchant Bankcd Deposit 498216328886	125.00
10-15	Merchant Bankcd Deposit 498216328886	300.00
10-16	Merchant Bankcd Deposit 498216328886	200.00
10-17	Merchant Bankcd Deposit 498216328886	352.50
10-18	Merchant Bankcd Deposit 498216328886	625.00
10-21	Merchant Bankcd Deposit 498216328886	300.00
10-21	Merchant Bankcd Deposit 498216328886	440.00
10-22	Merchant Bankcd Deposit 498216328886	861.00
10-23	Merchant Bankcd Deposit 498216328886	97.00
10-25	Merchant Bankcd Deposit 498216328886	930.00
10-28	Merchant Bankcd Deposit 498216328886	300.00
10-28	Merchant Bankcd Deposit 498216328886	2,075.00
10-29	Merchant Bankcd Deposit 498216328886	50.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: October 1, 2013 Thru October 31, 2013 Account Number: 110023493701

Other Credits To Your Account

Date	Description	Amount
10-30	FDR Debit Card Visa #8513 Best Buy 00002642 Columbia SC	254.64
10-30	Merchant Bankcd Deposit 498216328886	40.00
	Total	12,402.64

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
1084	10-01	2,000.00	1086	10-15	1,300.00
1085	10-07	9,738.56	1117*	10-29	3,300.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
10-01	FDR Debit Card Visa #8513 McDonald's F6081 Santee SC	4.02
10-01	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	5.33
10-01	Mann Mps Sigonfile 5Yx0V1	19.95
10-02	FDR Debit Card Visa #8513 Helmly Brothers Ace Hd Elloree SC	4.27
10-02	FDR Debit Card Visa #8513 Bistra Llc 239-2710086 SC	5.31
10-02	FDR Debit Card Visa #8513 Santee Auto Parts Santee SC	8.99
10-02	FDR Debit Card Visa #8513 Waffle House 0594 Santee SC	23.68
10-03	FDR Debit Card Visa #8513 Applebees 897039189709 Orangeburg SC	60.45
10-03	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	78.83
10-03	Merchant Bankcd Fincl Adj 498216328886	17.95
10-03	Merchant Bankcd Discount 498216328886	423.86
10-04	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	21.10
10-04	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	24.58
10-07	FDR Debit Card Visa #8513 Walgreens #7506 Orangeburg SC	6.94
10-07	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
10-07	FDR Debit Card Visa #8513 Bbq Hut Sumter SC	11.90
10-07	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	12.55
10-07	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	26.49
10-07	FDR Debit Card Visa #8513 Office Max Orangeburg SC	32.09
10-07	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	42.46
10-07	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	88.63
10-07	FDR Debit Card Visa #8513 Prosvent 1 Of 1 800-7439854 Ca	89.85
10-07	FDR Debit Card Visa #8513 Paradies # 030 Q02 803-8228075 SC	151.76
10-07	Overdraft Item Fee	36.00
10-10	FDR Debit Card Visa #8513 Simply Good Cafe N Charleston SC	10.99
10-11	FDR Debit Card Visa #8513 Chick-Fil-A #01332 Myrtle Beach SC	7.02
10-11	FDR Debit Card Visa #8513 Cvs Pharmacy #626 North Charles SC	16.26
10-11	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	106.98
10-11	FDR Debit Card Visa #8513 Ns *nutri System 800-585-5483 Pa	242.99
10-11	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	366.84
10-15	FDR Debit Card Visa #8513 Paradies # 030 Q02 803-8228075 SC	3.17
10-15	FDR Debit Card Visa #8513 Church's Chicken #1251 Sumter SC	8.12
10-15	FDR Debit Card Visa #8513 Walgreens #7506 Orangeburg SC	20.52
10-15	FDR Debit Card Visa #8513 The Mamas And The Tapa Columbia SC	28.54
10-15	FDR Debit Card Visa #8513 New Vitality 800-943-6465 Ny	50.70
10-15	FDR Debit Card Visa #8513 Piggly Wiggly 091 Sumter SC	68.77
10-15	FDR Debit Card Visa #8513 Pearlz Vista Columbia SC	122.46
10-16	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	9.07
10-16	FDR Debit Card Visa #8513 Office Max Orangeburg SC	87.72
10-18	FDR Debit Card Visa #8513 Rosewood Market & Deli Columbia SC	3.33
10-18	FDR Debit Card Visa #8513 McDonald's F11399 Orangeburg SC	4.77
10-18	FDR Debit Card Visa #8513 Green's Discount Bever Columbia SC	16.19
10-18	FDR Debit Card Visa #8513 Target 00019232 Columbia SC	28.60
10-18	FDR Debit Card Visa #8513 Green's Discount Bever Columbia SC	47.22
10-21	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	16.02
10-21	FDR Debit Card Visa #8513 Andy's Deli Columbia SC	16.05
10-21	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	32.74
10-21	FDR Debit Card Visa #8513 SC Park Service 866-345-7275 SC	42.68
10-21	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	66.96
10-21	FDR Debit Card Visa #8513 Food Lion #1428 Darlington SC	76.80
10-22	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	26.65
10-22	FDR Debit Card Visa #8513 Rosalia's Mexican Rest Orangeburg SC	35.43
10-22	Dish Network Dish Ntwrk ******2972 Spa	359.50
10-22	Dish Network Dish Ntwrk ******8396 Spa	738.03
10-23	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	10.95
10-23	FDR Debit Card Visa #8513 Verizon Wrls 594601 Orangeburg SC	53.47

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First Citizens

1230 Main Street
PO Box 29
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11243

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: October 1 , 2013 Thru October 31, 2013 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
10-23	FDR Debit Card Visa #8513 Office Max Orangeburg SC	55.61
10-23	FDR Debit Card Visa #8513 Office Max Orangeburg SC	203.21
10-23	FDR Debit Card Visa Debit Foreign Transaction Fee Www.Powplay.N Gb	0.01
10-23	FDR Debit Card Visa #8513 Www.Powplay.Net 1-877-7173330 Gb	1.00
10-24	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	13.35
10-24	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	18.34
10-24	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	32.50
10-24	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	52.65
10-25	FDR Debit Card Visa #8513 Wal-Mart #0616 Orangeburg SC	105.93
10-28	FDR Debit Card Visa #8513 Eutawville Subway Eutawville SC	21.29
10-28	FDR Debit Card Visa #8513 M Grille Columbia SC	33.30
10-28	FDR Debit Card Visa #8513 Www.Powplay.Net 1-877-7173330 Gb	34.95
10-28	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	37.55
10-28	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	50.97
10-28	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	66.68
10-28	FDR Debit Card Visa #8513 Gilligan's Of Summ Ladson SC	170.72
10-28	FDR Debit Card Visa #8513 Springhill Suites Colu Columbia SC	223.95
10-28	FDR Debit Card Visa Debit Foreign Transaction Fee Www.Powplay.N Gb	0.35
10-30	FDR Debit Card Visa #8513 McDonald's F10661 Orangeburg SC	2.14
10-30	FDR Debit Card Visa #8513 Green's Discount Bever Columbia SC	8.89
10-30	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	16.02
10-30	FDR Debit Card Visa #8513 Wal-Mart #0616 Orangeburg SC	49.09
10-30	FDR Debit Card Visa #8513 Green's Discount Bever Columbia SC	108.01
10-30	FDR Debit Card Visa #8513 Best Buy 00002642 Columbia SC	267.47
10-30	Harland Clarke Chk Orders *pxd*******1500	22.80
10-31	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	24.55
10-31	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	39.68
10-31	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	96.04
10-31	FDR Debit Card Visa #8513 Ulta #644 Columbia SC	116.31
	Total	5,805.04

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
10-01	597.36+	10-11	758.38+	10-24	1,207.75+
10-02	595.11+	10-15	181.10+	10-25	2,031.82+
10-03	538.92+	10-16	284.31+	10-28	4,167.06+
10-04	493.24+	10-17	636.81+	10-29	917.06+
10-07	84.44+	10-18	1,361.70+	10-30	1,257.28+
10-08	564.44+	10-21	1,850.45+	10-31	980.70+
10-09	1,029.44+	10-22	1,551.84+		
10-10	1,458.45+	10-23	1,324.59+		

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SC08

11025
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance

Checking Balance	2,938.71+

Statement Period: November 1 , 2013 Thru November 30, 2013 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	**980.70+**	Statement Period Days	30
3 Deposits	3,650.00+	Average Collected Balance	1,060.00+
22 Other Credits	16,128.63+		
5 Checks	11,617.97-		
67 Other Debits	6,202.65-		
Monthly Service Charge	0.00		
Ending Balance	**2,938.71+**		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
11-01	1,150.00	11-04	1,000.00	11-06	1,500.00

Other Credits To Your Account

Date	Description	Amount
11-01	Merchant Bankcd Deposit 498216328886	767.00
11-04	Merchant Bankcd Deposit 498216328886	46.00
11-04	Merchant Bankcd Deposit 498216328886	725.00
11-04	Merchant Bankcd Deposit 498216328886	750.00
11-05	Merchant Bankcd Deposit 498216328886	1,150.00
11-06	Merchant Bankcd Deposit 498216328886	390.00
11-08	Merchant Bankcd Deposit 498216328886	1,380.00
11-12	Merchant Bankcd Deposit 498216328886	518.00
11-12	Merchant Bankcd Deposit 498216328886	543.00
11-12	Merchant Bankcd Deposit 498216328886	825.00
11-12	Merchant Bankcd Deposit 498216328886	3,030.00
11-18	Merchant Bankcd Deposit 498216328886	512.00
11-18	Merchant Bankcd Deposit 498216328886	900.00
11-22	Merchant Bankcd Deposit 498216328886	1,897.50
11-25	Merchant Bankcd Deposit 498216328886	234.00
11-25	Merchant Bankcd Deposit 498216328886	1,365.00
11-26	Merchant Bankcd Deposit 498216328886	80.00
11-27	Merchant Bankcd Deposit 498216328886	23.00
11-29	FDR Debit Card Visa #8513 Biltmore Estate Tic 8282551776 NC	140.00
11-29	FDR Debit Card Visa #8513 Omni Grove Park Inn Asheville NC	683.13
11-29	Merchant Bankcd Deposit 498216328886	50.00
11-29	Merchant Bankcd Deposit 498216328886	120.00
	Total	16,128.63

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Statement Period: November 1 , 2013 Thru November 30, 2013 Account Number : 110023493701

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	11-05	9,317.97	1271*	11-12	500.00	1273	11-12	700.00
1089	11-08	500.00	1272	11-13	600.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
11-01	FDR Debit Card Visa #8513 Takosushi Columbia SC	68.03
11-01	Mann Mps Sigonfile Xkifw1	19.95
11-04	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	20.29
11-04	FDR Debit Card Visa #8513 Ruby Tuesday #4069 Orangeburg SC	58.23
11-04	FDR Debit Card Visa #8513 Santee Thai Chinese Ki Santee SC	63.07
11-04	FDR Debit Card Visa #8513 Bi-Lo 655 Orangeburg SC	95.11
11-04	Merchant Bankcd Fincl Adj 498216328886	17.95
11-04	Merchant Bankcd Discount 498216328886	290.03
11-05	Overdraft Item Fee from 110413	36.00
11-05	FDR Debit Card Visa #8513 Wendys 217 Santee SC	6.13
11-05	FDR Debit Card Visa #8513 K K Mart Stop Spot Summerton SC	8.64
11-05	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	29.29
11-08	Overdraft Item Fee	36.00
11-13	FDR Debit Card Visa #8513 Santee Thai Chinese Ki Santee SC	38.77
11-13	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	105.60
11-13	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	408.19
11-14	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	6.41
11-14	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	47.97
11-14	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	53.48
11-14	FDR Debit Card Visa #8513 Kirkland Cleaners Llc Orangeburg SC	340.54
11-15	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	24.35
11-15	# Telephone Transfer	150.00
11-18	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	5.30
11-18	FDR Debit Card Visa #8513 Yucatan Mexican Restau Manning SC	9.27
11-18	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	32.87
11-18	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	33.23
11-18	FDR Debit Card Visa #8513 Santee Thai Chinese Ki Santee SC	42.80
11-18	FDR Debit Card Visa #8513 Office Max Orangeburg SC	73.89
11-18	FDR Debit Card Visa #8513 Food Lion #1428 Darlington SC	98.90
11-18	FDR Debit Card Visa #8513 USPS 45654001129800695 Orangeburg SC	132.00
11-18	FDR Debit Card Visa #8513 Merle Norman 03781820 Manning SC	164.16
11-19	FDR Debit Card Visa #8513 Tractor Supply # 1349 Summerville SC	88.94
11-19	FDR Debit Card Visa #8513 Bubba's Truck'N Traile Summerville SC	215.99
11-20	FDR Debit Card Visa #8513 Family Dollar #0366 Orangeburg SC	4.80
11-20	FDR Debit Card Visa #8513 Huddle House #127 Santee SC	21.94
11-20	FDR Debit Card Visa #8513 Lowes #00559* Orangeburg SC	37.69
11-20	FDR Debit Card Visa #8513 West Marine #134 N Charleston SC	40.12
11-20	FDR Debit Card Visa #8513 Ulta # 425 Summerville SC	114.48
11-20	FDR Debit Card Visa #8513 Biltmore Estate Tic 8282551776 NC	140.00
11-20	FDR Debit Card Visa #8513 Omni Grove Park Inn Asheville NC	683.13
11-21	FDR Debit Card Visa #8513 San Jose Orangeburg SC	16.23
11-21	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	29.35
11-21	FDR Debit Card Visa #8513 Ruby Tuesday #4069 Orangeburg SC	51.40
11-22	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	17.09
11-22	FDR Debit Card Visa #8513 Lowes #00559* Orangeburg SC	42.76
11-22	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	208.44
11-22	FDR Debit Card Visa #8513 Priority One Security 864-288-1400 SC	239.70
11-25	FDR Debit Card Visa #8513 Church's Chicken #1446 Orangeburg SC	7.07
11-25	FDR Debit Card Visa #8513 Walgreens #9879 Orangeburg SC	8.08
11-25	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	12.61
11-25	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	16.02
11-25	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	40.94
11-25	FDR Debit Card Visa #8513 Santee Thai Chinese Ki Santee SC	44.75
11-25	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	77.97
11-26	FDR Debit Card Visa #8513 Applebees 608 39186267 Aiken SC	70.44
11-26	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	185.41
11-27	FDR Debit Card Visa #8513 Hardee's 1505854 Asheville NC	7.68
11-27	FDR Debit Card Visa #8513 Www.Powplay.Net 1-877-7173330 Gb	34.95
11-27	FDR Debit Card Visa #8513 Bi-Lo 655 Orangeburg SC	36.02
11-27	FDR Debit Card Visa Debit Foreign Transaction Fee Www.Powplay.N Gb	0.35
11-27	# Miscellaneous Debit	300.00
11-29	FDR Debit Card Visa #8513 Callalily Cafe Manning SC	13.71
11-29	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	17.08
11-29	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	20.87

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

11025

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: November 1 , 2013 Thru November 30, 2013 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
11-29	FDR Debit Card Visa #8513 Gilligan's Of John Johns Island SC	73.24
11-29	FDR Debit Card Visa #8513 Thai Orchid Restaurant Orangeburg SC	136.95
11-29	Merchant Bankcd Chargeback 498216328886	630.00
	Total	6,202.65

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
11-01	2,809.72+	11-13	1,835.45+	11-21	588.21+
11-04	4,786.04+	11-14	1,387.05+	11-22	1,977.72+
11-05	3,461.99-	11-15	1,212.70+	11-25	3,369.28+
11-06	1,571.99-	11-18	2,032.28+	11-26	3,193.43+
11-08	727.99-	11-19	1,727.35+	11-27	2,837.43+
11-12	2,988.01+	11-20	685.19+	11-29	2,938.71+

ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

11284
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance

Checking Balance	3,200.38+

Statement Period: December 1 , 2013 Thru December 31, 2013 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701 Enclosures In Statement: 0

Beginning Balance	**2,938.71+**	Statement Period Days	31
3 Deposits	4,900.00+	Average Collected Balance	1,998.00-
17 Other Credits	11,379.30+		
3 Checks	13,149.34-		
25 Other Debits	2,868.29-		
Monthly Service Charge	0.00		
Ending Balance	**3,200.38+**		

Deposits To Your Account

Date	Amount	Date	Amount	Date	Amount
12-03	1,100.00	12-04	1,000.00	12-10	2,800.00

Other Credits To Your Account

Date	Description	Amount
12-02	Merchant Bankcd Deposit 498216328886	650.00
12-02	Merchant Bankcd Deposit 498216328886	1,150.00
12-03	Merchant Bankcd Deposit 498216328886	325.00
12-09	Merchant Bankcd Deposit 498216328886	519.00
12-09	Merchant Bankcd Deposit 498216328886	792.50
12-10	Merchant Bankcd Deposit 498216328886	80.00
12-16	Merchant Bankcd Deposit 498216328886	40.00
12-16	Merchant Bankcd Deposit 498216328886	2,548.00
12-17	Merchant Bankcd Deposit 498216328886	440.00
12-20	Merchant Bankcd Deposit 498216328886	330.00
12-23	Merchant Bankcd Deposit 498216328886	260.00
12-23	Merchant Bankcd Deposit 498216328886	400.00
12-24	Merchant Bankcd Deposit 498216328886	600.00
12-30	Merchant Bankcd Deposit 498216328886	115.00
12-30	Merchant Bankcd Deposit 498216328886	120.00
12-30	Merchant Bankcd Deposit 498216328886	1,878.80
12-31	Merchant Bankcd Deposit 498216328886	1,131.00
	Total	11,379.30

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: December 1 , 2013 Thru December 31, 2013 Account Number : 110023493701

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
	12-04	4,571.43		12-10	5,277.91	1274	12-02	3,300.00

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
12-02	FDR Debit Card Visa #8513 Pilot 00000661 Braselton Ga	14.04
12-02	FDR Debit Card Visa #8513 Subway 00173567 Locust Grove Ga	18.58
12-02	FDR Debit Card Visa #8513 Pilot 00004531 Gaffney SC	31.45
12-02	FDR Debit Card Visa #8513 Applebees 626 39192323 Spartanburg SC	57.41
12-02	FDR Debit Card Visa #8513 Tractor-Supply-Co #050 Spartanburg SC	169.62
12-02	FDR Debit Card Visa #8513 Horsetown South Locust Grove Ga	374.84
12-02	# Telephone Transfer	1,000.00
12-02	Mann Mps Sigonfile 1Zfrx1	19.95
12-02	Overdraft Item Fee	36.00
12-03	FDR Debit Card Visa #8513 7-Eleven 36826 Orangeburg SC	10.51
12-03	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	28.37
12-03	FDR Debit Card Visa #8513 The Stock Market Conyers Ga	35.49
12-03	FDR Debit Card Visa #8513 Waffle House 1253 Conyers Ga	38.77
12-03	FDR Debit Card Visa #8513 Taste Bar And Grill Conyers Ga	75.59
12-03	FDR Debit Card Visa #8513 Pirit Heated Hose 802-549-4671 Vt	175.20
12-03	Merchant Bankcd Discount 498216328886	487.81
12-04	Overdraft Item Fee from 120313	36.00
12-04	FDR Debit Card Visa #8513 Burger King #6445 Johns Island SC	7.14
12-04	FDR Debit Card Visa #8513 The Recycled Cowboy St Ladson SC	47.00
12-10	Overdraft Item Fee from 120913	36.00
12-19	Insufficient Funds Fee from 121813	36.00
12-24	Insufficient Funds Fee from 122313	36.00
12-27	FDR Debit Card Visa #8513 Www.Powplay.Net 1-877-7173330 Gb	34.95
12-27	FDR Debit Card Visa Debit Foreign Transaction Fee Www.Powplay.N Gb	0.35
12-31	FDR Debit Card Visa #8513 Ruby Tuesday #4439 Columbia SC	61.22
	Total	2,868.29

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
12-02	283.18-	12-16	1,905.90-	12-24	52.10+
12-03	290.08+	12-17	1,465.90-	12-27	16.80+
12-04	3,371.49-	12-19	1,501.90-	12-30	2,130.60+
12-09	2,059.99-	12-20	1,171.90-	12-31	3,200.38+
12-10	4,493.90-	12-23	511.90-		

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First Citizens

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Columbia, SC 29202-0029

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BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance

Checking Balance	42.58+

Statement Period: January 1 , 2014 Thru January 31, 2014 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	3,200.38+	Statement Period Days	31
1 Deposits	2,088.00+	Average Collected Balance	1,487.00+
21 Other Credits	17,159.00+		
7 Checks	12,633.79-		
90 Other Debits	9,771.01-		
Monthly Service Charge	0.00		
Ending Balance	42.58+		

Deposits To Your Account

Date	Amount
01-07	2,088.00

Other Credits To Your Account

Date	Description	Amount
01-02	Merchant Bankcd Deposit 498216328886	776.00
01-02	Merchant Bankcd Deposit 498216328886	1,244.00
01-03	Merchant Bankcd Deposit 498216328886	776.00
01-06	Merchant Bankcd Deposit 498216328886	250.00
01-06	Merchant Bankcd Deposit 498216328886	388.00
01-06	Merchant Bankcd Deposit 498216328886	605.00
01-07	Merchant Bankcd Deposit 498216328886	468.00
01-09	Merchant Bankcd Deposit 498216328886	270.00
01-10	Merchant Bankcd Deposit 498216328886	388.00
01-13	Merchant Bankcd Deposit 498216328886	550.00
01-13	Merchant Bankcd Deposit 498216328886	1,488.00
01-13	Merchant Bankcd Deposit 498216328886	2,256.00
01-14	Merchant Bankcd Deposit 498216328886	1,261.00
01-15	Merchant Bankcd Deposit 498216328886	508.00
01-17	Merchant Bankcd Deposit 498216328886	1,026.00
01-21	Merchant Bankcd Deposit 498216328886	425.00
01-23	Merchant Bankcd Deposit 498216328886	1,850.00
01-24	Merchant Bankcd Deposit 498216328886	388.00
01-27	Merchant Bankcd Deposit 498216328886	365.00
01-27	Merchant Bankcd Deposit 498216328886	877.00
01-28	Merchant Bankcd Deposit 498216328886	1,000.00
	Total	17,159.00

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

EXHIBIT
120 Hutson
5.18.15 MR

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Statement Period: January 1 , 2014 Thru January 31, 2014 Account Number : 110023493701

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1277	01-06	250.00	1281*	01-07	3,950.40	1284	01-28	3,000.00
1278	01-02	1,500.00	1282	01-13	1,600.00			
1279	01-17	1,533.39	1283	01-15	800.00			

*Prior Check Number(s) Not Included or Out of Sequence.

Other Debits From Your Account

Date	Description	Amount
01-02	FDR Debit Card Visa #8513 Wendys #0048 Asheville NC	5.21
01-02	FDR Debit Card Visa #8513 Roadrunner Mrkt 150 Asheville NC	6.10
01-02	FDR Debit Card Visa #8513 Sharpshooter-Biltmore Asheville NC	27.25
01-02	FDR Debit Card Visa #8513 Biltmore Estate Tic 8282551776 NC	30.00
01-02	FDR Debit Card Visa #8513 Biltmore Estate Win Asheville NC	58.84
01-02	FDR Debit Card Visa #8513 Biltmore Estate Win Asheville NC	62.38
01-02	FDR Debit Card Visa #8513 Texas Rdhse Holdings L Asheville NC	65.63
01-02	FDR Debit Card Visa #8513 Bear Creek Rv Park 828-2530798 NC	120.00
01-02	FDR Debit Card Visa #8513 Dick's Sporting Goods Asheville NC	314.53
01-02	FDR Debit Card Visa #8513 Biltmore Estate Tic 8282551776 NC	360.00
01-02	Mann Mps Sigonfile Q6X7Z1	19.95
01-03	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	24.58
01-03	FDR Debit Card Visa #8513 Tgi Friday's #1738 Ashville NC	63.06
01-03	FDR Debit Card Visa #8513 Idl*prosvent 1 Of 1 800-7439854 Ca	89.85
01-03	Merchant Bankcd Discount 498216328886	339.79
01-03	Allegiance Premi P100 129535	1,306.00
01-06	FDR Debit Card Visa #8513 McDonald's F11399 Orangeburg SC	2.18
01-06	FDR Debit Card Visa #8513 H K Buffet 803-5168999 SC	20.90
01-06	FDR Debit Card Visa #8513 Ihop #3124 Asheville NC	36.30
01-06	FDR Debit Card Visa #8513 Grove Park House Of Pi Orangeburg SC	56.16
01-06	FDR Debit Card Visa #8513 Lowes #00559* Orangeburg SC	61.39
01-06	FDR Debit Card Visa #8513 Bi-Lo Grocery #5655 Orangeburg SC	91.69
01-06	FDR Debit Card Visa #8513 Verizon Wrls 0473301 Asheville NC	106.99
01-07	FDR Debit Card Visa #8513 Applebees 623 39189709 Orangeburg SC	74.19
01-08	FDR Debit Card Visa #8513 What A Burger W Columbia SC	6.69
01-08	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	23.35
01-08	FDR Debit Card Visa #8513 Fatz Cafe #18 Lexington SC	29.78
01-08	FDR Debit Card Visa #8513 Peking Restaurant Santee SC	30.20
01-09	FDR Debit Card Visa #8513 Brunsons Pharmacy Manning SC	10.00
01-09	FDR Debit Card Visa #8513 Huddle House # 138 Manning SC	10.39
01-09	FDR Debit Card Visa #8513 Jason's Deli-Csc#163 Columbia SC	16.46
01-09	FDR Debit Card Visa #8513 Tractor-Supply-Co #048 Lexington SC	48.97
01-09	FDR Debit Card Visa #8513 Office Max Orangeburg SC	50.81
01-10	FDR Debit Card Visa #8513 Ihop 3079 Orangeburg SC	28.09
01-10	FDR Debit Card Visa #8513 Applebees 620 39189287 Lexington SC	64.81
01-10	FDR Debit Card Visa #8513 Capelli Salon Columbia SC	100.00
01-13	FDR Debit Card Visa #8513 Wal-Mart #1017 Manning SC	12.92
01-13	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	14.41
01-13	FDR Debit Card Visa #8513 Waffle House 0965 Lexington SC	14.91
01-13	FDR Debit Card Visa #8513 Original House Of Pizz 803-5134000 SC	24.92
01-13	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	25.50
01-13	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	37.97
01-13	FDR Debit Card Visa #8513 Jcs Seafood Aiken SC	50.06
01-13	FDR Debit Card Visa #8513 Tractor Supply #724 Aiken SC	75.95
01-13	FDR Debit Card Visa #8513 Santee Quick Lube Santee SC	98.34
01-13	FDR Debit Card Visa #8513 Vzwrlss*ivr Ve 800-922-0204 NJ	200.00
01-14	FDR Debit Card Visa #8513 Chestnut Grill Orangeburg SC	63.29
01-15	FDR Debit Card Visa #8513 Pattaya Restaurant Inc Mt Pleasant SC	42.00
01-15	FDR Debit Card Visa #8513 Horsetown South Locust Grove Ga	400.00
01-15	Allegiance Premi P100 129535	1,505.18
01-16	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	27.74
01-16	FDR Debit Card Visa #8513 Horsetown South Locust Grove Ga	300.00
01-17	FDR Debit Card Visa #8513 Charleston Place Resta Charleston SC	71.94
01-17	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	73.05
01-21	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	55.28
01-21	FDR Debit Card Visa #8513 Tractor Supply #1521 Columbia SC	63.96
01-21	FDR Debit Card Visa #8513 Ruby Tuesday #4678 Statesville NC	77.94
01-21	FDR Debit Card Visa #8513 The Oyster Bar Columbia SC	95.29
01-21	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	105.77
01-21	FDR Debit Card Visa #8513 Dish Network-One Time 800-894-9131 Co	125.68
01-21	FDR Debit Card Visa #8513 Ns *nutri System 800-585-5483 Pa	215.99
01-22	FDR Debit Card Visa #8513 Phil's Food Mart Restr Statesville NC	35.21
01-22	FDR Debit Card Visa #8513 The Olive Gard00012310 Columbia SC	75.98

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

12581

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: January 1 , 2014 Thru January 31, 2014 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
01-23	FDR Debit Card Visa #8513 Santee Quick Lube Santee SC	80.00
01-24	FDR Debit Card Visa #8513 Lowes #00403* Savannah Ga	7.41
01-24	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	32.09
01-24	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	34.12
01-27	FDR Debit Card Visa #8513 Shell Oil 57542046008 Orangeburg SC	2.76
01-27	FDR Debit Card Visa #8513 Office Depot #3254 Savannah Ga	4.27
01-27	FDR Debit Card Visa #8513 Wendys #260 Savannah Ga	7.45
01-27	FDR Debit Card Visa #8513 Lowes #00559* Orangeburg SC	8.54
01-27	FDR Debit Card Visa #8513 Young's #3644 Pinewood SC	11.00
01-27	FDR Debit Card Visa #8513 Lowes #00559* Orangeburg SC	17.63
01-27	FDR Debit Card Visa #8513 Kick Booty Auto Orangeburg SC	21.40
01-27	FDR Debit Card Visa #8513 The Home Depot 122 Savannah Ga	25.94
01-27	FDR Debit Card Visa #8513 Shoney's Of Orangeburg Orangeburg SC	26.63
01-27	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	28.89
01-27	FDR Debit Card Visa #8513 Www.Powplay.Net 1-877-7173330 Gb	34.95
01-27	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	35.83
01-27	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	63.46
01-27	FDR Debit Card Visa #8513 Outback 1133 Savannah Ga	200.36
01-27	FDR Debit Card Visa Debit Foreign Transaction Fee Www.Powplay.N Gb	0.35
01-28	FDR Debit Card Visa #8513 Santee Iga #81 Santee SC	132.85
01-28	FDR Debit Card Visa #8513 Verizon Wrls Myacct Ve 800-9220204 Ca	200.00
01-28	FDR Debit Card Visa #8513 Ards Containers Floren Columbia SC	590.00
01-29	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	12.10
01-29	FDR Debit Card Visa #8513 Farm Bureau Ins 877-876-2222 Tn	25.00
01-30	FDR Debit Card Visa #8513 K K Mart Stop Spot Summerton SC	105.74
01-30	Merchant Bankcd Chargeback 498216328886	388.00
01-31	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	22.44
	Total	9,771.01

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
01-02	2,650.49+	01-13	3,129.48+	01-23	2,451.79+
01-03	1,603.21+	01-14	4,327.19+	01-24	2,766.17+
01-06	2,220.60+	01-15	2,068.01+	01-27	3,518.71+
01-07	752.01+	01-16	1,760.27+	01-28	595.86+
01-08	661.99+	01-17	1,107.89+	01-29	558.76+
01-09	795.36+	01-21	792.98+	01-30	65.02+
01-10	990.46+	01-22	681.79+	01-31	42.58+

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

SC08

12202
BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

IM
356

Your Account(s) At A Glance

Checking Balance	1,706.91+

Statement Period: February 1 , 2014 Thru February 28, 2014 Account Number : 110023493701

Free Business Checking

Account Number : 110023493701

Enclosures In Statement: 0

Beginning Balance	**42.58+**	Statement Period Days	28
2 Deposits	6,500.00+	Average Collected Balance	908.00+
16 Other Credits	13,798.00+		
4 Checks	10,994.80-		
71 Other Debits	7,638.87-		
Monthly Service Charge	0.00		
Ending Balance	**1,706.91+**		

Deposits To Your Account

Date	Amount	Date	Amount
02-03	4,500.00	02-10	2,000.00

Other Credits To Your Account

Date	Description	Amount
02-03	Merchant Bankcd Deposit 498216328886	40.00
02-03	Merchant Bankcd Deposit 498216328886	350.00
02-04	Merchant Bankcd Deposit 498216328886	2,640.00
02-05	Merchant Bankcd Deposit 498216328886	725.00
02-07	Merchant Bankcd Deposit 498216328886	975.00
02-10	Merchant Bankcd Deposit 498216328886	1,420.00
02-11	Merchant Bankcd Deposit 498216328886	410.00
02-18	Merchant Bankcd Deposit 498216328886	180.00
02-18	Merchant Bankcd Deposit 498216328886	300.00
02-18	Merchant Bankcd Deposit 498216328886	925.00
02-21	Merchant Bankcd Deposit 498216328886	1,473.00
02-24	Merchant Bankcd Deposit 498216328886	290.00
02-24	Merchant Bankcd Deposit 498216328886	835.00
02-24	Merchant Bankcd Deposit 498216328886	1,335.00
02-25	Merchant Bankcd Deposit 498216328886	450.00
02-28	Merchant Bankcd Deposit 498216328886	1,450.00
	Total	13,798.00

EXHIBIT
121 Hylton
5.18.15 MR

Checks Paid From Your Account

Check No.	Date	Amount	Check No.	Date	Amount
	02-03	4,294.80	1286*	02-10	4,000.00
1280	02-28	700.00	1287	02-24	2,000.00

*Prior Check Number(s) Not Included or Out of Sequence.

Direct Customer Inquiry Calls To
FIRST CITIZENS
Hotline At 1-888-612-4444.

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Statement Period: February 1 , 2014 Thru February 28, 2014 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
02-03	Overdraft Item Fee from 013114	36.00
02-03	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	46.47
02-03	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	16.99
02-03	Merchant Bankcd Fincl Adj 498216328886	17.95
02-03	Mann Mps Sigonfile 258S02	19.95
02-03	Merchant Bankcd Discount 498216328886	454.69
02-03	Overdraft Item Fee	36.00
02-04	Allegiance Premi P100 129535	1,393.09
02-05	# Telephone Transfer	500.00
02-06	FDR Debit Card Visa #8513 S&s Cafeteria #26 Charleston SC	16.40
02-06	FDR Debit Card Visa #8513 Palmetto Primary Care Ladson SC	30.89
02-06	FDR Debit Card Visa #8513 Tractor Supply # 1349 Summerville SC	48.97
02-06	FDR Debit Card Visa #8513 Vzwrlss*Ivr Ve 800-922-0204 NJ	200.00
02-06	FDR Debit Card Visa #8513 Vzwrlss*Ivr Ve 800-922-0204 NJ	401.41
02-07	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	16.02
02-07	FDR Debit Card Visa #8513 Applebees 623 39189709 Orangeburg SC	62.63
02-07	FDR Debit Card Visa #8513 Staples 00108282 Summerville SC	84.76
02-10	FDR Debit Card Visa #8513 Vance Farmers Market Vance SC	38.24
02-10	FDR Debit Card Visa #8513 Grove Park House Of Pi Orangeburg SC	47.50
02-10	FDR Debit Card Visa #8513 Coasters Santee SC	61.97
02-11	FDR Debit Card Visa #8513 Ryans #2327 Q8 Orangeburg SC	20.29
02-11	FDR Debit Card Visa #8513 Shoney's Of Orangeburg Orangeburg SC	29.37
02-11	FDR Debit Card Visa #8513 Martinis - Hwy 6 Santee SC	43.92
02-12	FDR Debit Card Visa #8513 Simply Good Cafe N Charleston SC	18.08
02-12	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	31.39
02-12	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	31.48
02-12	FDR Debit Card Visa #8513 Applebees 623 39189709 Orangeburg SC	76.40
02-13	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	9.00
02-13	FDR Debit Card Visa #8513 Bi-Lo Grocery #5513 Orangeburg SC	109.19
02-14	FDR Debit Card Visa #8513 New China Buffet Orangeburg SC	19.00
02-14	FDR Debit Card Visa #8513 Tractor-Supply-Co #042 Orangeburg SC	69.87
02-18	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	17.71
02-18	FDR Debit Card Visa #8513 Shoney's Of Santee Santee SC	25.48
02-18	FDR Debit Card Visa #8513 Advance Auto Parts #50 Orangeburg SC	27.80
02-18	FDR Debit Card Visa #8513 K. K. Mart Stop Spot Summerton SC	61.48
02-18	FDR Debit Card Visa #8513 California Dreaming Co Columbia SC	69.00
02-18	FDR Debit Card Visa #8513 Dish Network-One Time 800-894-9131 Co	120.68
02-18	FDR Debit Card Visa #8513 Ns *nutri System 800-585-5483 Pa	215.99
02-19	FDR Debit Card Visa #8513 H K Buffet 803-5168999 SC	27.96
02-19	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	59.67
02-21	FDR Debit Card Visa #8513 Books A Millio00002774 Columbia SC	38.83
02-21	FDR Debit Card Visa #8513 M Vista Columbia SC	60.24
02-21	FDR Debit Card Visa #8513 Kirkland Cleaners Llc Orangeburg SC	350.00
02-24	FDR Debit Card Visa #8513 Applebees 623 39189709 Orangeburg SC	22.97
02-24	FDR Debit Card Visa #8513 Walgreens #7506 Orangeburg SC	28.22
02-24	Purchase Visa #8513 02-22 ATM W09879 Seq # 71008 Walgreens 1106 John C Calh Orangeburg SC	40.48
02-24	FDR Debit Card Visa #8513 Rosalia's Mexican Rest Orangeburg SC	46.55
02-24	FDR Debit Card Visa #8513 Tractor Supply #1502 Sumter SC	63.96
02-24	FDR Debit Card Visa #8513 Wal-Mart #0616 Orangeburg SC	200.00
02-25	Purchase Visa #8513 02-25 ATM 499904 Seq # 37228 McDonald's F729 2390 Chestnut NE Orangeburg SC	3.26
02-25	FDR Debit Card Visa #8513 Subway 03316767 Doraville Ga	14.58
02-25	FDR Debit Card Visa #8513 Pizza Hut #1800 Santee SC	29.35
02-25	FDR Debit Card Visa #8513 Www.Powplay.Net 1-877-7173330 Gb	34.95
02-25	FDR Debit Card Visa #8513 J`s Beverage Depot Roswell Ga	36.35
02-25	FDR Debit Card Visa #8513 Murphy6939Atwalmrt Orangeburg SC	61.50
02-25	FDR Debit Card Visa Debit Foreign Transaction Fee Www.Powplay.N Gb	0.35
02-26	FDR Debit Card Visa #8513 Wendy's #3 West Columbia SC	6.62
02-26	FDR Debit Card Visa #8513 Clark's Restaurant Santee SC	28.26
02-26	FDR Debit Card Visa #8513 Doubletree Roswell Roswell Ga	44.08
02-26	FDR Debit Card Visa #8513 K. K. Mart Stop Spot Summerton SC	73.45
02-27	FDR Debit Card Visa #8513 Doubletree Roswell 7709929600 Ga	4.28
02-27	FDR Debit Card Visa #8513 K. K. Mart Stop Spot Summerton SC	10.85
02-27	FDR Debit Card Visa #8513 Cracker Barrel #328 Sa Santee SC	24.89
02-27	FDR Debit Card Visa #8513 Coasters Santee SC	57.13
02-27	FDR Debit Card Visa #8513 Santee Quick Lube Santee SC	111.12
02-27	FDR Debit Card Visa #8513 Doubletree Roswell Roswell Ga	123.17
02-28	FDR Debit Card Visa #8513 McDonald's F21702 Savannah Ga	3.48
02-28	FDR Debit Card Visa #8513 Cvs Pharmacy #5555 Q03 Santee SC	17.85
02-28	FDR Debit Card Visa #8513 Yucatan Mexican Restau Manning SC	19.53

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First Citizens

1230 Main Street
PO Box 29
Columbia, SC 29202-0029

12202

BIG PARK MANAGEMENT INC.
5215 DINGLE POND RD
SUMMERTON SC 29148-9114

Statement Period: February 1 , 2014 Thru February 28, 2014 Account Number : 110023493701

Other Debits From Your Account

Date	Description	Amount
02-28	FDR Debit Card Visa #8513 K. K. Mart Stop Spot Summerton SC	69.79
02-28	Allegiance Premi P200 129535	1,399.09
	Total	7,638.87

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
02-03	9.73+	02-11	1,184.27+	02-21	2,623.02+
02-04	1,256.64+	02-12	1,026.92+	02-24	2,680.84+
02-05	1,481.64+	02-13	908.73+	02-25	2,950.50+
02-06	783.97+	02-14	819.86+	02-26	2,798.09+
02-07	1,595.56+	02-18	1,686.72+	02-27	2,466.65+
02-10	867.85+	02-19	1,599.09+	02-28	1,706.91+

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1-3

CLASS ACTION:

A. Memberships were sold netting TLC MILLIONS

B. Immediately afterward--- TLC attempted to sell the property although the membership contracts were for not less than 40 and in most cases 80 years with 900-1200 families. Little or no consideration was given to the members regarding the spirit of the contracts, promises made, in fact, the goal became to sell the property due to losing money.

C. Proposed to MBH (by realtor representing TLC and others), that the campground could be cut down to a bare minimum of 10-15 RV sites total

D. TLC was fully aware that BWR was losing $200-400 thousand per year as TLC was having to subsidize that loss each year.

E. MBH NEVER ASSUMED LIABILITY of MEMBERSHIP CONTRACTS and never consented to such (NOTE: TLC continues to collect monies from members even though they have sold the business and have attempted to market the property with no conditions for BWR to remain a campground.)

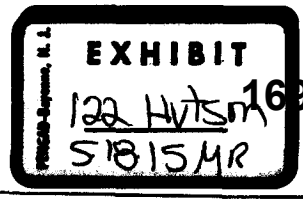
F. TLC made it a point NOT to openly list property and attempted to keep it quiet to the members, fearing a class action suit

G. TLC structured the membership sales whereby the majority of the monies was taken up front and made multiple promises to innocent members and never carried through with those promises

H. MBH has been contacted by several attorneys suggesting that they were going to do a class action in the past; also, have had many members threatening class actions in the last 18 months.

I. TLC has broken their commitment and the spirit of the contracts regarding memberships while using BWR as a straw corporation

J. FRAUD EXAMPLES: Verbal incentive promises include: build a water park, purchase and use of old motel next door (current Lenora's), compensation to certain members for acquiring other members, free nights of camping and free cabin usage, free use of the club house (yet charged for family get-togethers and weddings). There are many other examples, and points of issues that is unrelated to the purpose of this deposition that need not be discussed.



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23

K. It was suggested to MBH by TLC to hike the rates (paragraph 12 of the member contracts) which would consequently cause members to not pay their dues, fall into default and drop out of their contracts thereby reducing the potential of a class action lawsuit;

L. There are a variety of members that are with law enforcement and associated with the court systems, and other members with professional jobs that feel that they have been scammed.

M. I, too, entered into contracts with TLC unaware of many facts (to which TLC *was* aware) that constituted entrapment, fraudulent statements, and other unethical conduct which cost me money and time and prevented my getting speedy approvals. This estimated loss is $300,000 to $400,000 at a minimum.

N. TLC has admitted to me that the reason for the failure of BWR and it not becoming "self-sustaining" and the loss of income each year was caused by poor planning and miscalculation as to their goals,

a) There was a necessity to obtain 1,500 or MORE memberships to make BWR solvent.

b) Based on simple arithmetic and viewing the number of membership agreements that did and DO exist, there is no way possible that the existing memberships could sustain BWR nor sustain TLC's need for money after their having taken the windfall from the initial contact sales (millions of so-called "initiation fees"), considering that BWR ("straw company" for TLC) could not even maintain a break-even point with the given number of members.

c) Even with complete denials about what has been acknowledged and talked about (TLC to MBH) the only possible solution TLC has, or had, was to dump the project.

d) NOW, I am faced with having to restructure BWR in order to accomplish two things:

1) STOP THE LOSS OF MONEY caused by unhappy members

2) NOW faced with paying TLC $6 Million Dollars for a property (appraised for only $3,600,000+) and that has a HISTORY of consistently losing money due to unhappy members and unmet goals.

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3.3

Therefore, there was a specific motive and need for TLC to market and close the property as soon as, and as quietly as, possible with little concern or care for their legal obligations to the members. Most contracts were for a period of 80-90 years (two lifetimes). There is overwhelming evidence that TLC never intended to keep its obligations to the members nor the spirit of its obligations, for the members and I both believe and are convinced that this membership deal was nothing more than a fraudulent scam full of broken promises, no lack of interest to perform, and determined acts to get out from its obligations by selling the business and property to ANYbody and to be used for ANY purpose, whether it was campground related, or not.

It appears that contracts that I personally entered into with TLC were full of entrapment, misrepresentations, trickery, full of intentional non-disclosures, and one sided in the very same fashion that the membership agreements read. It is apparent that there is a pattern with both the way TLC deals with the membership issues as well as the issues concerning myself.

How could any company require and accept $10K per month with their promise to provide good title (of which they did not have) while offering this property for me to purchase with an acreage release? Additionally, it is not feasible, nor fair for TLC to require me, the buyer, to pave roads restricting me to a time element when, in fact, any such improvements require Clarendon County approval plus the approval of DHEC (South Carolina Department of Health and Environmental Control). Might add, Clarendon County refuses to accept ANY application while litigation is ongoing with a subject property which was the case when the $10K per month was being paid. All the contracts have been one sided, having multiple penalties for me (as the buyer) when TLC has no consequences for what they stole from the members and what they prevented, and/or entrapped, me from accomplishing. Unless something changes drastically, immediately, for the betterment of myself, as buyer, giving me the opportunity to get my required approvals and members be compensated for their damages by TLC (as a company) and its shareholders individually, for they were the engineers and drivers of the scheme, I will not hesitate to pursue all legal remedies and support the members one hundred percent. This chaotic and cruel, one-sided gouge should come to an end.

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#34

December 18, 2013

Dear Big Water Resort Member or Former Member:

I purchased the Big Water Resort business in 2010. I have since come to realize that members were scammed by paying thousands of dollars to Big Water Resort when formerly owned by TLC, Holdings. Those monies totaled about 5 million dollars paid by members when they signed their individual contracts to the TLC, Holdings owned Big Water Resort . There was no feasible way that Big Water Resort could furnish the contractual benefits and the spirit as outlined in the contract, nor did TLC, Holdings have any desire to fulfill their end of the contract in actuality, nor in spirit.

I, and others, will seek to demand a refund from TLC Holdings, by way of a class action lawsuit, charging TLC, Holdings with fraud and possible racketeering for the five million plus triple damages. Any existing or former member wanting to join this lawsuit may do so by contacting me at Big Water Resort as soon as possible or dialing 423 834-4828. I, too, have been scammed by TLC, Holdings as a member and purchaser of Big Water Resort. I will be able to put any member in touch with the attorney. The suit will be filed in the next ten days. Anyone who joins stands a good chance of recovering their money. I know that hundreds of members are convinced they were scammed. It appears that hundreds will join this effort. I am told that the statue runs from time of discovery of the scam. Let's join together now and get our money back.

Thank you,
MB Hutson

EXHIBIT
123 Hutson
5-18-15 MR

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From: Hutson GMail [hutson4444@gmail.com]
Sent: Tuesday, March 24, 2015 4:03 PM
To: Byrd, R. Wayne; Wilkerson, John S.; Brady Thomas; matt hamrick; bill padget
Subject: Notice

In addition, I plan to bring a new complaint against Richard Clark, Steve Lovell, and James Thigpen for partnering with both Wayne and John knowing that this was a conflict of interest. How dare you lawyers would do such a thing.

Respectfully,

Hutson
803.974.9279



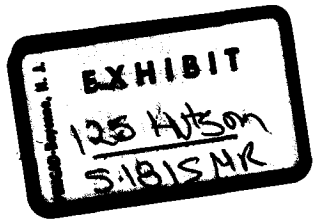
ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

From: Hutson GMail [hutson4444@gmail.com]
Sent: Tuesday, March 24, 2015 4:13 PM
To: Byrd, R. Wayne; Wilkerson, John S.; Brady Thomas att Thomas; matt hamrick; bill padget
Subject: Notice, while my motions sit before the court

Please know that I will give notice that I wish to take both attorneys' depositions and perhaps Richard Clark's and Steve Lovell's. Proper service shall occur.

Respectfully,

Hutson
803.974.9279

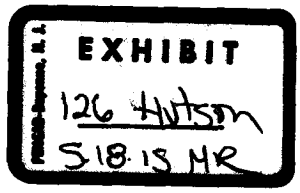


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Byrd, R. Wayne

From: Hutson GMail <hutson4444@gmail.com>
Sent: Friday, May 15, 2015 9:18 PM
To: Byrd, R. Wayne; Wilkerson, John S.; Cromer, Carlyle R.; Bill Padget; Brady Thomas att Thomas; Hutson GMail
Subject: Freedom of speech is a power tool, for their are over 30 million companies and people who are on the same site.

Hutson
803.974.9279



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Byrd, R. Wayne

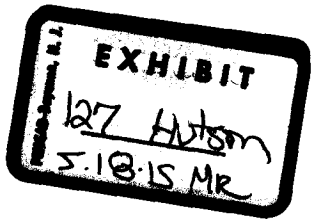
From: Hutson GMail <hutson4444@gmail.com>
Sent: Friday, May 15, 2015 9:12 PM
To: Byrd, R. Wayne; Wilkerson, John S.; Bill Padget; Brady Thomas; Cromer, Carlyle R.
Subject: Lowering your standards?

Mr. Byrd, since you have made it a point to bring the website up regarding me, I will likewise list multiple facts about TLC, it's members, realtors including listing all judgements, conflicts of interest, suits, and other factors and perhaps a few attorneys who have been less than truthful, fair on the same website.

Apparently you enjoy playing this crude style of business. I likewise can do the same. Remember, you started it. Your clients have beat 1,000 families out of private memberships plus millions of dollars and have been sued many times with still outstanding judgements. I think my appearance in court will fair off better than you and your clients. If I am mistreated during depositions or cross examinations, I won't hesitate to file motions to protect myself as Pro Se.

Respectfully,

Hutson
803.974.9279



ELECTRONICALLY FILED - 2021 Feb 12 2:48 PM - RICHLAND - COMMON PLEAS - CASE#2020CP4003810

Byrd, R. Wayne

From: Hutson GMail <hutson4444@gmail.com>
Sent: Friday, May 15, 2015 9:34 PM
To: Byrd, R. Wayne; Wilkerson, John S.; Cromer, Carlyle R.; Bill Padget; Brady Thomas att Thomas; Hutson GMail
Subject: In addition

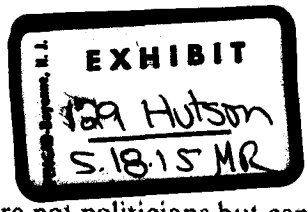
I have been defrauded, lied to, taken advantage of, misrepresented to, had to deal with many misrepresentations costing me monies, improper and illegal lack of disclosures, tricked, again, costing me monies, time and far more.

Respectfully,

Hutson
803.974.9279



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August 19, 2011

Dear Members:

We hope that this letter finds you well, or as well as the economy will allow. We are not politicians but can't help saying the following. The best ways to fix our economy are as follows: Thought for the day-

1. The government should stay the Futures Exchange from negotiating and controlling the crude oil that is negotiated, purchased and imported into this country thus eliminating the huge profit that the middle man makes off our gasoline long before we are able to pump. This could cut the gas prices we are told 40 percent or more. The cost of fuel has really hurt our economy as all are aware.

2. The government should impose a high tariff against China and any American company who prefers to have their products constructed in China instead of the United States. This would immediately provide more job demands plus it would cause our government to develop a profit and perhaps enrich our government where they could borrow less money from China.

3. Americans do the best work of all nations and produce some of the best products in the world as we all know.

4. Allow our elected congressman and senators to provide and develop all laws and rules, but let Americans vote on all matters through electronic cell phones and hard lines. We as the people would then be back in control of final decision making. We pray that the above might could one day happen for we all would benefit from it.

As to Big Water and its further growth: The clubhouse has not been used much for various reasons and many have asked for a restaurant and many have asked that the club house offer more to the members.

We hope to accomplish both. Permits have been applied for the operation of a restaurant and once that process has been completed, we plan to have more activities inside the restaurant/clubhouse than ever before. Parties would be available to members inside the restaurant which should make for easier planning to accommodate member group get-togethers. We hope this can be done at no cost to the member in the future for the restaurant and clubhouse should be able to accommodate meals and get-togethers.

We plan to pave the roads with pee gravel eliminating road dust as soon as we can. The power company is getting ready to remove and rebuild all electric poles crossing Lake Marion and will start during the month of September. Some of their work will include working through and on our property. Waiting to pave until they have finished makes more sense.

RUMORS: We find and hear constantly about negative rumors regarding new rules and Big Water including the new owner. Our only response to those who prefer to rumor and gossip is, negative always equals negative and sometimes a vengeful spouse can be very damaging. There have been some changes but all changes made have been for the purpose of bettering Big Water and providing an opportunity for growth, better management and a sharper Big Water which will be able to offer more amenities for children and adults. We sincerely ask that members who have invested monies into this resort please support and visit the park often. We hope and feel that Big Water has a new and improved future.

Regarding the issue of taking in the public, please let us clear this up. The same as each member use to be (public prior to becoming a member) other outsiders who express an interest are being considered. The only difference is we allow perspective new members to visit our park under trial membership which allows us the opportunity to observe that potential member for longer yearly memberships. All new members will and do pay more money for each visit for campsites and cabin sites. Existing members will always pay far less. The new

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system will help the financial growth of Big Water and provide opportunity for Big Water to offer more than ever, with your help and support. Many members have expressed understanding about the changes and support the same.

LIGHTING QUESTION: Some members want more lighting and others want less. Wish members would call and voice their thoughts regarding that issue. We appreciate your input and plan to use our website in the future to announce updates and events.

JOHN BOATS: We are considering providing john boats again. Insurance and other issues are being considered. Can't give any for sure answer to that question as of yet but have many request regarding that subject. Also, being considered and looked into is covered dry storage near the lake shore for boats using stack storage.

CASH PRIZES: We are studying the possibility of cash prizes to fishermen on certain days for the biggest fish, more dance contest, tennis, singing and talent including cooking and other events. We strongly ask that you as a member write call in and make suggestions as well. We want Big Water to become the number one place to visit, and again, we ask that members support us and the facility.

RATE CHANGES FOR GUEST: Some changes have been made simply due to members bringing too many guests including some members slipping in friends and foe. Most all rules that have been changed have been made due to trying to better and balance all issues and needs to change and make better the park.

VOICE YOUR OPINION: Please send in by letter concerns and suggestions. The park has new management and would very much appreciate all input.

YOUR INVESTMENT: By supporting Big Water you will provide a better resort allowing Big Water to expand with more activities and amenities. That is our goal and we need your help, understanding and support. As new members come in, your membership should grow in value based on the fact that you will always pay far less, always.

DISCOUNTS: Any member who pays their dues on time or in advance will get a discount. Many members pay very very late which hurts Big Water. We again ask for your support with positive thoughts in order to grow Big Water and its future.

Thank you for your time and Consideration. Let's pray for our America.

Upcoming Events:

October 28 - 31 Halloween weekend – Costume, pumpkin & golf cart decorating contest. Cash Prizes.

December 9 -11 Fishing Tournament - $25 entry fee per person - $500 Cash Prize

Be sure to book your cabin or RV site early. We would love to have huge turnouts from our members.

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Exhibit 32

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Report: #149152

Complaint Review: Morris Beach Hutson AKA Tennents Unlimited AKA Beechcan - *Richmond Hill, Savannah Georgia*

Submitted: Sun, July 10, 2005 **Updated:** Sun, July 10, 2005

Reported By: — Richmond Hill Georgia

Morris Beach Hutson AKA Tennents Unlimited AKA Beechcan
218 Silverstream Drive Richmond Hill Ga 31324
Richmond Hill, Savannah, Georgia
U.S.A.

Phone: 912-727-5050

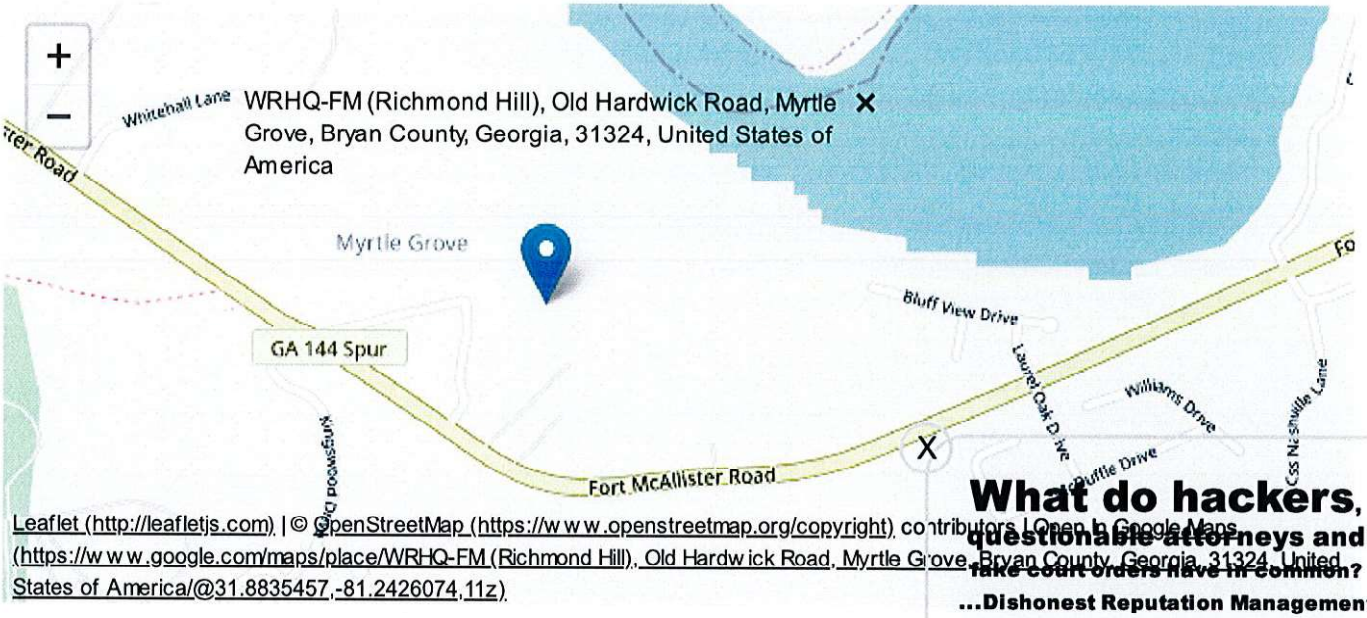
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1705

Morris Beach Hutson AKA Tennents Unlimited AKA Beechcan Investment Fraud / Stole Money refuses to Pay Richmond Hill, Savannah Georgia



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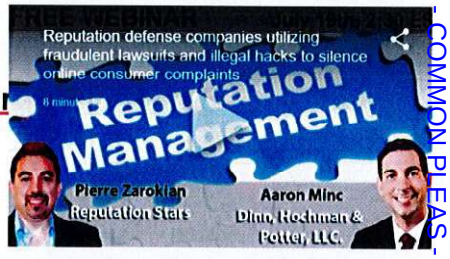
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Morris Beech Hutson, AKA Tennants Unlimited AKA Beechan,

Presents himself and his companies of being a land investment and development company buying large tracks of land and then performing simultaneous closings to buyers of the smaller tacks of land that he has suposidly purchased with investors money.
His claim to this investment SCAM is that with your investment of 100,000.00 or more!! you will be given a return on your investment of 40-60 percent in just a 30-90 day window.

I gave him a large sum of money of which he claimed to of invested in a large trac of land, which he said would close in just 30 days.

He never used my money for that purpose and refuses to tell me what he did with my money. He continues to promise he will pay me the money. Lawyers have written letters back and forth. But the reality is that he has taken the money from me and others. Apparently he has a history of doing this and the police in both Bryan County and Chatham County are aware of him.

He continues to do this type of scam. He also scams companies and Demos equipment as if he is going to purchase it, until they repo it or sue.

Eric
Richmond Hill, Georgia
U.S.A.

1707

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Complaint / review / scam report

Morris Beach Hutson AKA Tennents Unlimited AKA Beechcan

Investment Fraud / Stole Money refuses to Pay, Savannah

Complaint / review text:

Morris Beech Hutson, AKA Tennants Unlimited AKA Beechan,

Presents himself and his companies of being a land investment and developmen firm. Buying Large tracks of land and then performing simultaneous closings to buyers of the smaller tacks of land that he has suposidly purchased with investors money.
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He continues to do this type of scam. He also scams companies and Demos equipment as if he is going to purchase it, until they repo it or sue.

Contact information:

Author: Contact with Author

Offender: Morris Beach Hutson AKA Tennents Unlimited AKA Beechcan

Country: USA State: Georgia City: Richmond Hill

Address: 218 Silverstream Drive Richmond Hill Ga 31324

Phone: 9127275050

Category: Business & Finance

RELATED COMPLAINTS

Morris hutson
Wrote bad check. Land development scam.internet

Bocadelmar Mexico and aihg Mexico
Frank Torres aka frank Torres castillo Fraudulent land sales and resort ownership scam scam scam, Mexico

Dan Doyle - Investment Real Estate Network - Kailua, Hawaii
Obtained $51,000 deposit for GO Zone investment in Mississippi, promised it would apply to purchase. Ran with money

Castle LLC
Castle Bed & Breakfast Investment Fraud, Scaming Scheme

Coral Lake And Beach Resort
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Scam

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1708

Destry Henson, Westcoast Corporate, Stronghold Investments
Destry Henson stole $35,850 from me and makes a living out of preying on hardworking people. Caveat Emptor!
Las Vegas, Nevada

Morris Hutson
Land fraud He Was In but now in Florida

Richard Leland Neal
Landfraud

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Paul Myers is a pervert who abuses his students

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Complaint / review / scam report

Morris Hutson

Scammer, con Artist

Complaint / review text:

This man has ripped off many from Young to Old. Ask David Ellis in the Bryan Co Sheriff Dept...
He took a horse trailer from an older lady and never paid. He personally took thousands of dollars from me with the promised of more in return. I have received nothing and I have two children who cannot go to college without debt. Marty Reese please read this and ask him about this. He is unbelieveable. He has continually has done this and continues to. Please Marty counts your blessings big time., that you received anything back. I have phone recordings and details if anyone is interested in my documentation. I was a recently single mom with hopes of gaining some extra cash for college for my children.instead, my savings was taken from a then family man who did nothing but scam me and my family out of money. This man took thousands from me and then continuely promised I would get my money back plus some. I never received a dime from him not even a partial payment of what he took from me. Again feel free to contact me by email sunshinek0505@gmail if you need details or would like more information.

Contact information:

Author: Contact with Author

Offender: Morris Hutson

Country: USA State: Georgia City: Richmond Hill

Address: Richmond Hill

Category: Miscellaneous

RELATED COMPLAINTS

Valerie Bernie

Becky Acord
Becky Shapiro Misrepresentation of horse sold to us

Bryan College
Beware of These Scam Artists!

Marty Sterkowitz
Doesn't support his two beautiful daughters

Marty Lackner / Eelco Manufacturing
Flat out thief

College Partnership
Took 1500 dollars with no service as promised Cenntenial

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Rip-off of college money meant for my children!

Martin Thompson
Marty Thompson Professional Opera Singer and Deadbeat Dad

Martin Frank Gebhart Jr AKA Marty
Deadbeat Father ripoff artist abused & mistreated possibly in or arkansas

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Paul Myers is a pervert who abuses his students

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Complaint / review / scam report

Morris Hutson, Developer

Morris Hutson, Girlfriend Delilah Still operating in Dayton, Tennessee area. October 2008

Complaint / review text:

Morris Hutson's partner, discovered our classified advertisement for leases available. She claims he must hire while he's creating a home. I informed her our leases are twelve months rents and never for temporary rent. It was the finish of the discussion.

After which 14 days later, Morris and Delilah simply "Fall in" unannounced as well as in an amiable method discusses the property forrent, after which requires to determine the remainder of our home. Morris admires the horses within our meadow, and remarks he has educated about 6000 (yes, six-thousand) horses. I thought that will have a person about 436 decades if he might educate 1 mount every four weeks. One hour 5 later Morris subsequently spins around and makes us an offer to buy all available empty property (55-60 miles) to ensure that he is able to develop his home and reside in privacy. He also provided us a "lifetime" use contract whilst the vendor to carry on to make use of the home.

The next morning they're back again to get pictures of the home, and requires to purchase our leases (7) likewise. He'll have his lawyer draft a deal after which have anything interviewed. Morris must understand immediately since the lawyer can also be focusing on another final of home he is promoting and he might have our agreement exercised in the same period. Morris repeats he is only going to be spending 100% MONEY.

Subsequently Morris says he'd prefer to maintain anything "peaceful" before offer is finished. Morris seemingly goals "costly qualities, works right into a deal and it has your home all tangled up. Speak is inexpensive and sadly not illegitimate

Simply tell him to-go away you're not thinking about promoting. Alert others...

Contact information:

Author: Contact with Author

Offender: Morris Hutson, Developer

Country: USA State: Tennessee City: Dayton

Phone: 4237755731

Category: Miscellaneous

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Issue with Fariya Joseph Female f ... (2)

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DEVELOPER Morris Hutson, and girlfriend-Delilah, still active in the Dayton Tennessee Area OCTOBER 2008

Morris Hutson And Girlfirend Delilah
Morris Hutson With Girlfirend Delilah Still operating in Dayton, TN area. October 14,2008

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Morris Hutson in Dayton TN ripping people off with bogus real estate deals

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Exhibit 33

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in please.

(WHEREUPON, the jury was returned to the courtroom at approximately 11:00, and the following proceedings commenced in open court.)

THE COURT: Mr. Gordon.

MR. GORDON: Thank you, Your Honor. At this time the defendant calls Mr. M.B. Hutson to the stand.

THE CLERK OF COURT: Place your left hand on the Bible, raise your right hand. Repeat your name please.

THE WITNESS: M.B. Hutson.

WHEREUPON,

M.B. HUTSON,

having been duly sworn by the Clerk, testified as follows:

THE WITNESS: Good morning, Judge. Good morning, ladies and gentlemen of the jury.

DIRECT EXAMINATION

BY MR. GORDON:

Q Please state your name for the record, please, sir.

A M.B. Hutson.

Q Mr. Hutson, you spell your last name H-U-T-S-O-N?

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A I do.
Q And also sometime with a D, not a T?
A That's correct.
Q Mr. Hutson, can you tell the folks on the jury where you live.
A I live in Orangeburg, South Carolina.
Q And how long have you lived in Orangeburg, sir?
A I've been there for about six years.
Q And who do you live with there in Orangeburg?
A Cynthia Exum.
Q And is Ms. Exum your girlfriend?
A Fiance.
Q And you live in a home she owns; is that right?
A That's correct.
Q Are you and Ms. Exum active in the community over there in Orangeburg, you go to church for example?
A Yes.
Q What church are y'all a member of?
A We go to the Churches of Redeemer. It's Episcopal.
Q And prior to living in Orangeburg you lived over here in Clarendon County; is that right, sir?
A That's correct.
Q All right. I'd like for you to tell the jury a little bit about your background, sir, a little bit

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about your employment background.
A Well, actually when I was five years old I worked with my father as a plumber. My father owns a large plumbing company; he's deceased now. And every day after school my mother would pick me up, pick me up and take me to a job site. I would work with my dad up until about 9, 10:00, and come home, get ready to have dinner, get ready for school in the morning. I did that for a solid 12 years. As a matter of fact, on my graduation night I worked, I was unable to attend.
Q You graduated, a graduation from high school night?
A That's correct.
Q Okay. You did graduate from high school; is that right?
A That is correct.
Q And you've not been to college?
A I've not graduated from college, no.
Q After you graduated from high school did you then work as a plumber for some period of time?
A I worked a couple of years in the plumbing, but I really dislike plumbing. And after that I opened up one and two and three, up to six private nursery schools which was -- I took infants two weeks and

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older.
Q Yes, sir.
A And we had prekindergarten, and that was in Savannah, Georgia, and some other cities close by. And in reality that was about 1966. I might add, I was the first private owner that opened up to that age children and to integration, and I believe in the city of Georgia.
Q Let me ask you this, have you also served in the military, sir?
A I was in the National Guard.
Q Okay. How many years?
A Seven.
Q And have you also spent some time in your life training horses?
A I have.
Q Tell us just a little bit about that.
A I trained a lot of horses. I do specialized training.
Q What kind of specialized training?
A Taking horses that people have caused the horses to become problematic, rear fall backwards and run away with you; and especially, a great demand is people want a horse to ride smooth. Most folks sit behind a desk and they're physically, they're not up

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to riding a bouncing horse.
Q All right. So let me ask you, you've also spent plenty of time in your life working with real estate; is that right, sir?
A That is correct.
Q If you'd just tell us a little bit about your experience as a real estate developer.
A I started peddling, if you will, individual lots to contractors that I get on contract, and I happen to know some contractors that were looking for lots like that so I would get a contract with them. Then we would have a concurrent closing with a contracts lawyer or a lawyer that I used also.
Q And you have also developed condominiums?
A Yes, I've done condominium projects. I've done probably about eight or nine projects. And then small projects that I think, as Mr. Lovell mentioned yesterday, I don't think all of your projects turn out the way you want them to; but for the most part, I've had pretty good luck up until I came to Manning.
Q Including some residential real estate projects, right?
A I have built, I don't know how many houses, maybe a couple of hundred and developed lots and put in

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water, sewer, and manholes, fire hydrants and because I had a background in plumbing. I was a master plumber.

Q Okay. Well, let's talk a little bit then about, as you say, the events that led to you coming to Manning and becoming involved with the Big Water Resort Campground. Tell us, if you could, tell the folks on the jury, in the fall of 2010 you were looking for some waterfront property to develop; is that right?

A I was in Tennessee and I wanted to find a development that had waterfront property.

Q Yes, sir.

A Basically it's about the only kind of property that I develop, waterfront. And so many years ago, about 15 years ago, of all things, ironically it dawned on me -- this was when I was in Tennessee. It dawned on me that some friends invited me to go over to a place where Big Water Resort is now.

Q Okay.

A And I remember that because the people who invited me there, they did catfish and they would catch these enormous cat fish and they did it commercially and they could skin out an entire catfish in about, I'm guessing a minute, and they

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would throw the catfish head and its bone ---
Q Is that how ---
A They would flounce around for five or six minutes.
Q Is that how you came to this area, some catfish people you bumped into?
A That's the reason why -- I called. I'm always looking for property, but I called -- I didn't know any realtors in this area so I looked under Yellow Pages or whatever, and I found Ms. Renee Roark's number. I never met her but...
Q Okay. Then what happened?
A I explained to her, and she was very nice to me, and I explained to her that what I was looking for is basically waterfront property, and that's the very same thing that she testified to yesterday. And at no time did I tell her that I had an interest in buying a campground because I never owned a campground. I wanted waterfront property where I could develop about 150 to 200 lots, whether they were cabins or condominiums. If it had access to the water it could turn out to be a pretty good venture.
Q All right. And then did Ms. Roark tell you potentially there's such a property down there where

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this campground was?
A I think after speaking to her I think that she was kind enough to look around, and I believe she contacted me by, and indicated that — she might have given me a little history on two or three properties and then she mentioned that there was another property that was right on the lake, and it was being used as a campground. And this has been a while back so I'm just telling you what my recollection.
Q Yes, sir.
A And so, and it had about 108 acres. But as we had conversation she indicated it was more like 38 acres on the water and about a 76 acre tract across the road and then another 10 acre tract of which they housed the members, campers when they were using them.
Q Okay. Did that sound interesting to you?
A It did.
Q So what happened next?
A I believe that, if I may call her Renee, I believe that Renee put me in touch with Susan Stroman and Susan was pretty sharp herself. And she seemed like she might have known more about the property than Renee, I believe, perhaps because she

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was a member 'cause she indicated that to me. So I had conversations with both Renee and Susan, and they both worked with me to try to get a contract. And the only reason that we didn't sign a contract directly with those two realtors was because I recognized that after having more conversation, that these contracts really needed to be prepared by lawyers.

Q Okay. Now in your dealings with Ms. Roark and Ms. Stroman, you heard the testimony from both of them yesterday that there was an email exchange between them and Ms. Stroman sent an email to Ms. Roark addressing the issue of whether or not the campground would stay there, whether or not the campground could be moved to another location, whether or not the campground could be shrank, all that. You remember hearing that yesterday?

A I do. And I think that Ms. Susan dealt with me more on that 'cause she seemed to be more knowledgeable. And since she was a member, she had indicated that there was a formula used and that formula would -- 'cause I asked the question, I expressed to them that I didn't want a campground, I wanted to develop, and she's telling me that this campground is right in the heart of where the water

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is.
Q Okay.
A And I'm saying I don't, I don't want to develop a campground that's already developed. I want to come in and move if I can the camp, the campground, to another location, allow the members to have access to the water and to the -- there was a club house on the property that looked very nice -- as well as the swimming pools.
Q Yes, sir.
A So, after that point I drove down here on Thanksgiving day and ---
Q Let me ask you this, did she indicate to you that there was perhaps a minimum number of RV sites that you could have and still have the campground, but do your development too?
A Ms. ---
Q ---the formula you're talking about?
A Yes. Ms. Susan indicated that it could be as ---
MR. WILKERSON: If Your Honor please, this is hearsay, I object.
MR. GORDON: Well, she's the agent for the plaintiffs though. That's an admission by a party.
MR. WILKERSON: If Your Honor please, she had not even contacted the plaintiffs until December

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the 6th, Your Honor, so.

MR. GORDON: That's not what her testimony was yesterday, Your Honor. She contacted them in November from the beginning.

THE WITNESS: I wasn't speaking ---

MR. GORDON: Hold on just a second.

THE COURT: Hold on a second, Mr. Hutson.

MR. WILKERSON: Your Honor, she was never our agent. She did not have any contact with us until December the 6th. She was, she said that she was, she was speaking for herself at that time and she spoke -- whatever she told this man, I don't know what he's gonna say she said, but I think it's hearsay.

MR. GORDON: She testified yesterday from the early moments in November she was the agent for the sellers.

THE COURT: I'd have to go back through a ream of notes to even try to find that. I will sustain the objection.

BY MR. GORDON:

Q All right. Let me ask you this way, did you have an understanding, Mr. Hutson, that there was a formula that you could use to minimize the campground?

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A That I could reduce the amount of campers and still be legal giving them the rights to camp; but at the same time, I wanted to develop two phases. My first phase would have consisted — and I had a plat that shows that -- about 125 lots.
Q And ---
A And then the second phase would pretty much encumber where most of it were close to the water. There were some cabins there that Santee Cooper owned the property where those cabins were built, and I could have those removed; but they were pretty little cabins and so I thought maybe I would just leave those alone but. And that lease property from Santee Cooper exceeded from the water, edge of the water about, I think, if I can remember correctly, about 200 feet, maybe 250 feet which encompassed the clubhouse, the docks, the swimming pools, and those seven or eight cabins there on the front.
Q Okay. And you indicated those plans to the two brokers that you dealt with and to Mr. Clark and Mr. Lovell eventually; is that true?
A Yeah. I'm sorry, would you run that past me one---
Q You indicated to everybody that you were dealing with in 2010 about this potential deal 'cause that's

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what you were interested in doing, right?
A Developing the property.
Q Yes, sir, and shrinking the campground if necessary?
A Yes, I didn't want the campground.
Q Okay. So let's move along if we could. You went and visited the property on Thanksgiving day of 2010; is that right, sir?
A That's correct.
Q All right. If you can, just tell the folks on the jury what you saw and what you thought of what you saw.
A I saw a vacant campground, and I walked down, went out on the dock, looked at the property, came back around and walked outside and I opened a manhole and there was a sewer line and I believe it read sewer on top of the manhole. Looked around. I assessed the elevations to make sure that it was not low land that would get me involved with the Corp of Engineers.

MR. GORDON: Your Honor, may I ask the witness to come down from the witness stand and demonstrate his testimony with this blown up map he can use?

THE COURT: Yes, sir.

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MR. GORDON: Thank you.

Plaintiff's Exhibit 20, is that what this is?

(Attorneys confer.)

BY MR. GORDON:

Q At any rate, this has been used to demonstrate some testimony so let's use that if we can, Mr. Hutson.

A Sure.

Q Okay, I tell you what, let me put it right where you're standing so you won't block anybody. You can kind of stand on the side. Tell the folks what you looked at on Thanksgiving Day, 2010. Go ahead, sir.

A Okay. I-95 is right about here, and then you get off on 102 and you come right over here and come up to around the front of the property. And like I had mentioned, these are, these blue squares are the cabins. You got the swimming pools and the clubhouse. This must be, this is the clubhouse right here.

Q Now what ---

A It's a beautiful building. 6, 700,000-dollar building.

Q Now maybe it's obvious, I'm not sure, it's obvious to me, where is the lake on that?

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A The lake is right here in front of the cabins.
Q So if you could just show us with your hand where is the waterfront property?
A The waterfront property is right here where I was gonna build my cabins. I was gonna two-story them for the most part, and so I would have a little more elevation with more views to give each owner the probability of a waterfront view.
Q What's the most desirable feature of this 108 acres that you were looking at developing?
A Well, obviously the front of where the waterfront was.
Q Okay. And the campground, some of the campground was right there, right, on the waterfront?
A Well, the campground encompassed all of the property because even though you've got vacant property over here and it's marked for future development, the fact of the matter is, that was used for drain field for the septic tanks so it was actually being utilized.
Q So you can't build on top of a septic field, can you?
A No, sir, so I never planned to build there. My hope was to, that there would be sewer there, and there was a question about city sewer and Mrs., Ms.

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Susan was an asset in trying to help resolve that.
Q Okay, and let's talk about that for a minute. Did you see some indication there was a sewer line there when you went there on Thanksgiving Day, 2010?
A There was a force main right here on this road.
Q All right. I'm not a plumber.
A And it went all the way over to Sumter.
Q What's a force main?
A A force main is where you got various wells of a sewer main; and they all fall into a, sort of like a large two thousand, three thousand gallon septic tank. And then you've got two commercial pumps. And then those pumps, when it fills up they automatically come on and then you got a panel outside. And this is actually, once it's built the City takes it over from the County.
Q Okay. And that was already in place?
A It was indeed.
Q And you saw manhole covers?
A Yes.
Q What do manhole covers tell you?
A I believe it read sewer, but I know, I know the sewer line was the force main.
Q Okay. What else did you think about the property as you looked at it there on Thanksgiving Day?

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A I thought that the property looked good. I thought that there might be some potential to maybe develop down here on the side of the 97 acres even though there was not much high ground.
Q Okay.
A There was wildlife refuge right in back of it, and I tried to estimate the elevations, I took some soil samples. And I'm pretty familiar with doing this type stuff so it's not brand new to me.
Q Okay. Anything else we can talk about on that map, or does that pretty much cover your visit there?
A Well, what my plans were, right here, these are like small one bedroom campers and basically they're actually like little mobile homes. They've got a kitchen and a front porch on them, and I believe they had wheels on them. So I had planned on moving these over here because the drain field went back over in this direction. I believe they had four septic tanks, or either three septic tanks, so I could have had -- this is about 28 cabins right here. And actually, the one bedroom cabins for the most part rented better than the three bedroom cabin or two bedroom cabins simply because it was less expensive and people still had the same benefits of

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the property. So my plan was to reduce the amount of camp sites, but permit all of the membership to have access to the water, swimming pools, club house, and the lake.

Q Okay. If you could take your seat back, thank you, Mr. Hutson.

A Sure.

Q All right, sir. So as a part of considering this property, considering potentially buying this property, we learned yesterday, the jury learned yesterday through the emails between Ms. Stroman and Ms. Roark that you were exploring issues related to the property, related to the sewer line, and to the camper contract, right?

A Right.

Q Tell us about that.

A Ms. Susan had indicated to me that there was a temporary problem ---

Q Let's just try to stay away from repeating things Ms. Stroman said. Just tell us what your understanding was.

A My, what I gathered was that there was a temporary problem on sewer system in the City of Sumter.

Q Okay.

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A And so I was put in touch with a development about a mile away that was called North Shore, and they were having a tough time selling their units because they were over priced. Again, you know, they were supposed to have been luxury apartments and they were pretty; but they were asking 2 or 3, 400,000-dollars for them. The market wouldn't take it. What I wanted to do was to come in and offer cabins with waterfront access for about 145,000-dollars, house and lot.

Q So you contacted those folks because they had some sewer rights; is that right?

A That is correct. So I negotiated with North Shore with the manager there, I believe; and but the more I thought about it, I knew they'd gotten a construction loan because their monthly payment was about 85,000-dollars a month paying the bank back. But I just, I recognized the fact that the, the developer there had gotten a construction loan to build those units.

Q Okay, well, the point was they had some legal right to some sewer and you thought maybe you could buy it, right?

A That's right.

Q And but that didn't work out; is that true?

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A It didn't work out because if the bank lent the money to pay for the tie-ins, then that was part of that property and I didn't feel that have a right to sell something that was still under the mortgage of the property ---

Q Okay, so, as you ---

A ---of the bank.

Q As you proceeded with considering this deal what did you think would be the solution to the sewer issue?

A Well, next, next I contacted Billy Timmons to try to find out if I removed some of the camp sites could I would replace them with cabins.

Q Okay.

A But the problem with that is, I think you have, the usage of water is greater than the usage of water for a camper.

Q So what did you finally decide would be -- I mean, you did decide to buy the property, right?

A Well, at that time Timmons estimated that I can get maybe 15 ---

MR. WILKERSON: Objection, Your Honor, hearsay.

THE COURT: Sustained.

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BY MR. GORDON:
Q Let's just kind of cut to the chase on the sewer issue if you can, Mr. Hutson. You did decide to buy the property, right, to sign the contract ---
A I met with the owners in Tennessee, that's correct?
Q And you had a plan for dealing with sewer, right, in your mind?
A That's right.
Q All right. So let's move forward then. Eventually you did meet with Mr. Clark and Mr. Lovell in Tennessee; is that right?
A I did.
Q Tell us about that meeting.
A The meeting went well. I guess it lasted a couple of hours. They drove. I don't know what they were driving, what kind of vehicle; I was inside when they got there. And they seemed to be nice guys. And so I was talking to them. I had my plans and my proposals for a development, a development for condos.
Q Yes, sir.
A Okay. And they said, well, you know, this sounds nice and we have an interest here; but we've got this campground we're having, that we're concerned

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about that being a part of the purchase of the TLC owned property. And I said, well you know, I don't know anything about a campground, I've never operated one, and just out of curiosity, I mean, is it making money? And verbatim quote, Richard Clark responded, well, let's just say that it's not making a profit.

Q Okay.

A Now, I know he testified that I said I knew it was losing money. No one had told me that.

Q Okay. And what was your understanding about how you might get around the lifetime membership contracts that had been signed by Big Water Resort?

A Simply by reducing---

Q Shrinking the campground?

A Shrinking the campground, that's correct.

Q All right. And so you gentlemen entered into a deal, right?

A Right. Actually I had an attorney in Tennessee that prepared a contract which was not acceptable to them, and it wound up Tom Harper, TLC, represented TLC, prepared the contract.

Q And the essence of those really, it was two deals; wasn't it?

A It was, two different contracts.

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Q Yes, sir. And the deal number one was you were going to buy Big Water Resort, LLC, for ten dollars and a promissory note, right?
A That's correct. May I explain?
Q Sure.
A I didn't want Big Water Resort. I didn't want, I didn't want a campground.
Q Right.
A But they insisted that in order to get a lease for the property I had to buy it.
Q In order to get a lease for the TLC property and the land ---
A Right.
Q --and the things built on it, you had to buy the Big Water Resort---
A I had to buy.
Q --Company?
A Now they wanted that closed on the same day, in other words, bought, paid for. And they were going to carry, they were going to finance it simultaneously with signing the contract to buy the land. They gave me a lease on the land, but they required me to take title to the Big Water Resort.
Q So after you signed these two contracts you became the owner of Big Water Resort, LLC, right?

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A That's correct.
Q You paid 10 dollars down and promised to pay 499,990 more dollars on that, right?
A That's correct, in land.
Q You became an owner?
A Right. May I respond?
Q No, I have another question.
A All right.
Q And on the same day, you didn't get TLC, you didn't become owner of the TLC Company, did you, on that same day?
A No, no, never.
Q You signed a lease. They still owned it, and you leased it?
A That's correct.
Q Okay, all right. Well, let's move forward then. After you signed these deals you basically moved to the campground, right?
A Excuse me?
Q After you signed these deals you essentially moved to Big Water Resort campground, right?
A Well, actually, when we were in Tennessee and we made an agreement and I agreed to buy the campground, I said, look, you know, it's, how long are these memberships for. And he said for one or

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two lifetimes, but they're paid annually and there's a good chance a lot of people wouldn't pay annually; and therefore, those members would terminate. And I said, well, I got to tell you, I don't want this campground. But in my thinking, you know, if it's breaking even, you know, I'll keep the campground and I'll shrink it down with my proposal to the County and I'll get my plat approved for the development. As a matter of fact, in the contract on the lease it states in there, because I owe them 6 million dollars for this property and I told them, I said, I don't have 6 million dollars but I tell you what I'll do, I'll let you take 35 percent of each one of my sales, and if you figure that up, that would give you back your 6 million dollars.

Q And that's how you were going to pay the purchase price by closing on condominiums giving one third basically, 35 percent of the closing funds, to the TLC folks Mr. Clark and Mr. Lovell?

A Right.

Q And put towards the 6 million dollar purchase price?

A That's correct.

Q As you developed the condominiums, right?

A Yes, and, I don't know how much you know about a

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developer; but normally when a developer says he'll pay cash, what he means is he's gonna take the contract contingent upon getting his approvals and then he'll close; that's cash. But no developer, not having any idea about whether or not he can get his approvals, would pay cash for the property unless he just had enormous amount of money 'cause I know many people that still sit with their property 20 years after they bought it.

Q And at the time you were hoping that you might have some type of legal settlement coming in, but that did not materialize, did it?

A That's correct.

Q You did not have an enormous amount of money?

A That's right, and I expressed that to them, to Mr. Clark and Mr. Lovell that. So they said, well how much can you pay now? And I said, right now? I give you ten dollars. And they said, that'll be fine, we'll do it. And I thought, golly, this is too good to be true but, I recognized the fact that they were excited about getting 6 million dollars which later on I learned they didn't want to sell the property, they had a plan.

Q Well, let me ask you this, what's the last thing that you recall Mr. Clark saying to you after your

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meeting in Tennessee to talk about this deal?
A Mr. Clark told me -- I think I know what you're talking about.
Q Okay. Something y'all agreed on in essence.
A He said -- they went outside and they talked about 20 minutes. They came back inside, sat back down, and they kind of had smiles on their faces and said, well, you got yourself a deal. And they said -- as a matter of fact, he said if you want to, it's gonna take them a while to get the contracts drawn, you're welcome -- Mr. Clark offered this -- you're welcome to take possession of Big Water Resort, move over there, and you can hire and fire whoever you want and, oh, by the way, there's about $5200 in the checking account there, that's yours. And so I moved over there and before I actually had the contracts in hand.
Q Okay. So you agreed to give them ten bucks, and yet, they gave you 5200-dollars in the checking account at Big Water?
A Yes.
Q Okay. And then before y'all ended that meeting did Mr. Clark say anything to you about Big Water Resort?
A Mr. Clark said to me -- I can't remember when,

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but just about the time we closed or before we closed. He said, I just want to have one understanding with you. And I said, what's that, 'cause I had a lot of respect for them. As a matter of fact, I still do; I don't dislike them. I'm very upset about what happened. But he said, when I leave I don't ever want to hear about Big Water Resort again, make me that promise; and I said, I'll try to do that.

Q Okay. All right, well, let's go to the next phase then, okay. That was in 2011 when you began to execute your plan to develop condominiums on this property. Tell us what happened next.

A Well, I began to learn that, I'm beginning to realize that Big Water Resort was pretty doggone big and it wasn't making any money. Now the dues came in and they totaled to about 154,000-dollars; but I soon learned that it took about 400 to 500,000 dollars to operate, to keep the gates open to, there on that property. So over a period, and we, -- there just wasn't enough money to do it and so, and I didn't have the money to do it; I worked seven days a week. So over a period of about seven months I began to let go, which I hated, there were good people there at the park. But I began to retire

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employees there until I got down to just basically a bookkeeper.
Q All right, let me ask you about three or four particular topics that came to light that year and let's just talk about each one of those a little bit, okay.
A All right.
Q First off, you already kind of mentioned there was a cash flow problem there. Was there cash coming in to the resort?
A Well, the dues came in over a period of about four months and there were no campers there for about, honest to God, for about first three months. Of course it was cold weather, but there was hardly no one there.
Q Okay. And ---
A And I didn't recognize that it was a seasonal business. You see, that was a mistake I made. Nobody told me that it was a seasonal business.
Q Now when you first got there tell us about the condition of the campground in January of 2011. Were there some maintenance needs?
A It was. The cabins had a lot of rotted out doors. A lot of the screens were out and normally the screens get blown out because you got a lot of

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high wind that comes in there. And so I spent about 14, 15,000-dollars repairing a lot of the tiles on the pool had come loose.
Q Okay.
A To replace those. And one of the grinder pumps which was like a half horse motor, I had to replace that. That was up near the security office, and I went up to Florence and actually and bought a 2,000-dollar shredder grinder pump. I've got experience in that as a plumber so I put in a good pump.
Q Okay. Let me ask you, let's go back to cash flow for a minute. Did you realize in the Spring of 2011 that the campground had been losing money from 100,000 to 300,000 dollars a year every year since it opened except for one?
A Nobody ever told me that. I mean, let's just think about it. If somebody walked up and said, Hutson, would you like to buy a campground that's losing 300,000 dollars a year and it has no assets and it's got a 70 year commitment to honor hundreds of memberships and it's gonna cost you 24 million dollars to maintain that, to honor those, why, only a fool would buy something like that.
Q Did you fully understand the import of the camper

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contracts when you went into this deal?
A I understood that I was responsible for the memberships.
Q Okay.
A But my thinking was since I had a foreman in front of me I would simply reduce the amount of them and that would reduce the overhead. It could even perhaps break even or make a little profit and it would be tiny and; but looking back on it, what really happened was, TLC wanted to sell the campground to get out from under the obligation 'cause it was, it was enormous. And ---
Q That obligation was the obligation that Big Water Resort, LLC, had, is that right?
A Right, but I wasn't told that Big Water Resort did not have a contractual right, agreement, to use TLC's property.
Q You became the owner of Big Water Resort, LLC, and took on the responsibility for those contracts the day you closed this deal, right?
A That's the only thing Big Water Resort had. Richard Clark gave me his written opinion of the worth of the camp site and he shows it being worth 1,800,000 dollars. Well, how could that be when it had less than 100,000 dollars worth of items, it

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owned zero property, and it had an obligation of 24 million dollars which wasn't shown in this financial statement.
Q To this day you still are the owner of Big Water Resort, LLC, is that true?
A I am.
Q Okay. All right, did there come a point in 2011 where you were overwhelmed with the finances?
A Well, what they did, they worked the lease option purchase. What really should have happened is they should have leased me Big Water Resort, leased me the property, see if I could have gotten my approvals. That would have been the honest way to do it. And then close both businesses, you see?
Q Did you, you owed them 10,000 dollars a month on the lease, right?
A It was 10,000 and dropped to 8.
Q And that's just to lease the TLC land?
A That's correct.
Q Big Water Resort Company, as far as you knew, didn't have any right to be there as it turns out.
A I didn't know that at first.
Q Okay. You eventually discovered that?
A I did. That would have scared me to death, I mean, think about it, that's a guaranteed lawsuit.

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Q Okay. And you made the lease payments to TLC for some period of time in 2011, right?
A I did.
Q Did you eventually have conversations with Mr. Clark and Mr. Lovell about what you could do about the fact that the cash flow was a problem apparently?
A Mr. Clark in two thou-- almost in early, very early part, I'm getting two months after I bought the memberships, and I said, look, you know, this thing is not making any money.
Q How much ---
A Yeah, this think ---
Q How much was the payroll every week?
A Payroll around 6,000 a month.
Q Okay.
A I mean, a week.
Q Okay.
A So it was about 300,000 a year so I had no choice but to let over a period of about seven months, I let all the employees go and I tried to do everything, and I couldn't do everything. I mean, we had 20 people working there, but they were subsidizing that with their own money.
Q Okay.

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A I didn't know that. I didn't know that.
Q You were telling us about a conversation that you had with Mr. Clark about the cash flow issues.
A But when I, when I bought it the campground, the memberships, that subsidy stopped, I didn't get a cent.
Q Yes, sir. So you talked to Mr. Clark about the cash problems, and what did he tell you?
A He said go up on the memberships' camping, and I said how much can I go up? He said you go up as high as you need to go. I said, well, if I do that I'll run off the members. And he said, well, you're not making it now, so if you run them all off you can bring in Joe Blow public and you can charge them far more money.
Q Okay. And so did you consider that maybe you should start charging fees for the campers?
A I'd like to respond on that last ---
Q Yes, sir.
A The problem with that was, that sounded practical to me. I felt sorry for the, I felt sorry for the members. But if he had said -- see what he said was go up on the fees and you can get rid of some of the members, but that wasn't what he was after. He was after getting clear title to his property because he

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had a thousand leases that he had signed five years before I ever got there, and those leases were for 70 years and those leases superceded my contract.

MR. WILKERSON: Your Honor, please, that's, that's an incorrect statement.

THE WITNESS: That's a fact.

THE COURT: Wait, wait, wait.

MR. GORDON: I can clear it up, Your Honor.

MR. WILKERSON: He's called it leases, Your Honor. He's referenced leases and they clearly are not leases.

THE COURT: They're not leases, I understand.

MR. WILKERSON: So we need, move to strike that testimony, Your Honor. That is total speculation. He has no basis for such an opinion.

THE COURT: I agree with that.

BY MR. GORDON:

Q They were camper contracts, right, Mr. Hutson?

A Yes, see ---

Q Let's leave it at that, okay.

A Read right here, but campers have the sole use, the sole use of property for 70 years.

Q Okay. Contracts where they had lifetime rights?

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A Call it whatever you want.
Q Well, we're gonna call them campground contracts, okay?
A All right.
Q And let me ask you about the campers. You had not long after you'd been there you said the campers said they would like to meet with you, right?
A Two people called. One person called and said he and his wife would like to meet with me. That was about four days after I had gotten there.
Q All right, and did you agree, sure, I'll meet with you folks?
A I did.
Q Then what happened?
A I had a security guard there working, and I asked him when he saw a car drive up there at the front office to give me a radio call. So I was to meet him at 6 so he radioed me about 5 after 6 and said, you got about four cars here; and at that moment I was tied up working down on the pools.
Q How many people ended up coming for this meeting?
A Must have been about two hundred.
Q Two hundred campers, four days after you got there?
A And they were fit to be tied, honest to God. I

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thought I was going to be lynched.
Q Why were they mad?
A I'm not kidding.
Q Why were they fit to be tied?
A Because they said that Myron Smith and Jim Thigpen and TLC ---
MR. WILKERSON: Objection, Your Honor.
THE WITNESS: --had lied to members---
THE COURT: Yes, sir, sustained.
MR. WILKERSON: Move to strike.
THE COURT: Yes, sir.
BY MR. GORDON:
Q Mr. Hutson, did you have an understanding eventually in 2011 that there were some unhappiness among the people that signed those contracts?
MR. WILKERSON: Understanding, absolute hearsay, objection.
THE WITNESS: Absolutely.
THE COURT: Sustained.
BY MR. GORDON:
Q Let's move on to the next topic. At the time when you moved there to operate this campground to develop the property, sir, were you having any problems there with criminal activities at the adjacent motel?

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A The motel next door?
Q Yes, sir.
A Yes. What they would do, they'd come over and they were really, they were beyond blue collar workers. These guys were just thieves. And they would take Crazy Glue and they would, during the night, and they would spray Crazy Glue in all of our systems where our gate would freeze up, it wouldn't -- so we finally took, I had it replaced about three times. I finally took the gate down 'cause ---
Q At the beginning of 2011 were members being required to pay to use the clubhouse for weddings or other events?
A In 2011?
Q When you got there, yes, sir.
A Before I got there?
Q Yes, sir.
A Well, if a ---
Q If you know.
A What I understood ---
MR. WILKERSON: That's not the question, Your Honor. He got there in 2010 so.
THE COURT: Okay.
BY MR. GORDON:
Q Okay. At the end of 2010, the last week of two

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thousand---
A When I moved in there I was told by Lisa Baxley that ---
MR. WILKERSON: Objection.
BY MR. GORDON:
Q Let's don't talk about what folks told you.
A Okay. Well, okay, I ---
Q Let's talk about ---
A I can't answer that question.
Q All right. Did you eventually discover that there were problems with the septic tank system that was already there at the campground?
A Yes. Every time you had like 4th of July where the campground was full the septic tanks would back up, and you'd have to get septic tank trucks or large trucks that cost sometimes 8,000-dollars to pump out the tanks. And that was like an emergency 'cause people were setup to camp for the weekend celebrating the holiday and we had no sewer.
Q Well, in that regard, had you considered using the existing septic field for your development of the condominiums?
A I had, but once I saw that, then I quit with that idea and then I went and talked to John Land, an attorney in Manning, other people, and I began to

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talk to the City of Sumter.
Q Okay. Did you find out ---
A Summerton---
Q Did you found out that there was a sewer moratorium?
MR. WILKERSON: Objection.
THE WITNESS: There was.
MR. WILKERSON: Hearsay, Your Honor.
THE COURT: Sustained.
THE WITNESS: There was.
MR. WILKERSON: Move to strike.
THE COURT: Yes, sir.
BY MR. GORDON:
Q In trying to develop this property, sir, would it be important to find out whether or not the government can give you access to its sewer system?
A No. No.
Q I mean, would it be important to find out if they could give you access to ---
A Well, it needs a moratorium. There were no tie-ins.
Q It's not possible to gain access to any sewer system in ---
MR. WILKERSON: Objection, Your Honor, it's total hearsay.

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THE COURT: Sustained.
MR. WILKERSON: Move to strike.
MR. GORDON: Okay.
THE COURT: Sustained.
BY MR. GORDON:
Q As a part of developing property, sir, do you deal with the County?
A I did.
Q And do you deal with the City?
A Well, the property was located in the County of Clarendon ---
Q Yes, sir.
A ---but Summerton Planning and Zoning had the control on it.
Q All right. And this is my question for you, were you able to connect to any existing sewer system and use it?
A No, sir.
Q All right. Did you realize that the sewer system was gonna be that big of a problem when you purchased this property?
A No, sir.
Q Did either of the two realtors or Mr. Clark or Mr. Lovell at any point in 2010 tell you anything about any sewer moratorium?

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MR. WILKERSON: Objection, Your Honor.
THE WITNESS: No, sir.
MR. WILKERSON: There is no evidence of a sewer moratorium. Move to strike the question.
MR. GORDON: That's a different question, Your Honor. Did the parties tell him anything about that topic.
THE COURT: I'll allow that question.
BY MR. GORDON:
Q Did they, sir?
A No, sir, and they knew and they should have.
Q Well, let's just stop there. They did not.
MR. WILKERSON: If Your Honor please, this is way out of hand. He's trying to get backdoor something about some sort of sewer moratorium that there's no evidence of.
THE COURT: All right. Sustained, sir.
MR. WILKERSON: Thank you.
BY MR. GORDON:
Q Let's go to the next topic, Mr. Hutson. Tell us about your efforts to proceed with developing the campground. And as you discussed, as you continued to work on developing the campground in 2011, was there a problem with the power company?
A Black River, back long before I moved to Big

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Water, Black River had installed the electricity for the campground and they had priced it based on overhead. Well, TLC wanted it underground so they didn't draw up a contract, believe it or not. They just had an agreement, gentleman's agreement, that they would put it underground ---

MR. WILKERSON: Objection, Your Honor, it's got to be hearsay.

THE COURT: Sustained.

BY MR. GORDON:

Q What were the electric bills during 2011 when you got there?

A On a average 9 to 15,000-dollars a month.

Q And would that, did that seem excessive to you?

A I'm sorry?

Q Did that seem excessive to you?

A Oh, I did everything -- I thought the next door neighbor was stealing my electricity.

Q Did Big Water Resort while you were there, were you able to reduce the amount of that bill at the power company?

A I know he's going to object, but ---

Q Were you able to?

A The CEO contacted me ---

Q Now don't tell us what anyone said.

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THE WITNESS: Objection.
THE COURT: Sustained.
BY MR. GORDON:
Q Were you able to reduce the amount of the bill?
A They finally, the power company finally came out and lowered the meters 'cause they were trying to collect their money from TLC by raising electric bill.
Q Was the bill, when you got there the electric bill being inflated because of previously installed underground line?
A That wasn't paid for, that is correct. That's what I was told by the CEO ---
Q Don't talk about what ---
MR. WILKERSON: Your Honor, this whole line of questioning has to be hearsay. Objection, move to strike.
THE COURT: Sustained.
BY MR. GORDON:
Q Let's talk about paving the road, Mr. Hutson. You were required to pave a road in the campground the first seven months according to the lease with TLC, right?
A That's right.
Q Did you -- were you able to pave that road?

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A No, I didn't have a million dollars to pave it, and I couldn't figure out why they wanted it paved when they're in the process of planning to shut down the campground.
Q As a developer would you pave a road before you installed the sewer?
A No, you install the sewer before you pave.
Q And the sewer was still gonna have to be installed apparently; is that right?
A That's correct.
Q Okay. Did you subsequently come to find out, Mr. Hutson, that there was a lawsuit pending against TLC at this time period?
A I was, I was aware of that. As a matter of fact, that was put in the contract on the option to buy that they were being sued by the bank.
Q Actually, it wasn't subsequent. That's why it was actually in the contract, right?
A That's correct.
Q And then let me ask you, if I can, about Exhibit 39, Defendant's Exhibit 39, if we can pull that one up.
MR. GORDON: May I approach the witness, Your Honor.
THE COURT: Yes, sir.

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BY MR. GORDON:
Q I hand you Exhibit 39, Mr. Hutson.
MR. GORDON: This is Exhibit 39 admitted into evidence, Your Honor.
BY MR. GORDON:
Q And this is a letter that the folks at Wells Fargo, the bank, wrote you, right?
A Yes, sir.
Q This was dated July 2011, right?
A That's correct.
Q And they tell you that they're looking forward to providing financing for the buyers of the condominiums and Big Water, right?
A That's correct.
Q And so you were in the middle of trying to set up financing for buyers at the condominium project that you were going to develop, right?
A By setting them up the way I proposed to. Wells Fargo would make a construction loan and a lot loan and that -- and then so the lot loan money would be paid, and that would be equal to the 35 percent that I owed TLC.
Q And then you continued to try to develop the condominium project in 2011 on into 2012?
A I did. I worked every day on it.

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Q And you also were running the campground practically by yourself by then; is that true, sir?
A It was a headache. I mean, the whole thing turned into a nightmare.
Q Okay. And eventually your relationship with Mr. Clark, Mr. Lovell, and TLC broke down; is that right?
A Well, when I didn't pave the road it broke down.
Q And there was a lawsuit filed and you all settled the lawsuit in 2012 I believe; is that right?
A Ask that question again.
Q You all had -- they filed a lawsuit and y'all settled it in 2012, right?
A Yeah.
Q And you entered into a consent order in which you released your rights to sue them?
A Yeah, settlement agreement was fraudulent.
Q Well, the fact is you released your rights to sue them, right?
A That's correct.
Q And you, part of the agreement was that you still are going to continue to try to develop the campground, true?
A Well, at that time, just try to understand the predicament I was in. I was obligated to hundreds

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of family members. And may I define a family member?
Q Sure.
A Okay. It's not just one person, ladies and gentlemen. It's a mother or a grandmother with children or a husband, sometimes they were handicapped, and they came over to Big Water Resort. And they struggled to pay their money and that was their only source of recreation.
Q And you had a legal ob---
A And TLC Construction was trying to take that away from them. I can prove these things.
Q Mr. Hutson, you have a legal obligation to those campground members, right?
A Yeah, of course, of course I did.
Q You have a moral obligation to those folks?
A Yes, sir.
Q All right. Let me ask you to look at Exhibit 19.
MR. GORDON: This is admitted into evidence, Your Honor, Defendant's Exhibit 19.
THE COURT: Yes, sir.
BY MR. GORDON:
Q If you look at this one with me 'cause I don't have another copy of it, Mr. Hutson. This is a letter to you from the Public Works director of the

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town of Summerton, right?
A Yes, sir.
Q And in this letter he's telling you that South Carolina DHEC -- what is South Carolina DHEC, D-H-E-C?
A I can't remember the initials, what they stand for but, it's DHEC. DHEC is the state facility that controls all city water, all sewer.
Q Okay. And he, this gentleman at the town of Summerton is telling you that DHEC has approved wastewater system improvements to pump stations and force main to Manning and allow us to place into operation October 18th, 2012, right?
A Which is about the time my contract was over.
Q Okay. So on this date, October 28-- I'm sorry, October 18th, 2012, DHEC had finally approved your ability to use a wastewater system there, right?
A That's correct.
Q And as you mentioned, your contract to develop the property, your lease with TLC, gave you basically 2011 and 2012 to do it or the deal would be over, right?
A That's right.
MR. WILKERSON: Objection, Your Honor, that misstates the agreement.

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MR. GORDON: Well, just trying to summarize to move forward.

THE COURT: Sustained.

BY MR. GORDON:

Q And so this, the ability to use the wastewater came in October of 2012, three months before the end of 2012; is that right, sir?

A That's true.

Q All right. Let me ask you about Defendant's Exhibit 65 if I can.

MR. GORDON: May I approach the witness, Your Honor.

THE COURT: Yes, sir.

BY MR. GORDON:

Q Let me ask you to take a look at that one, sir. Mr. Hutson, this is a letter dated April 13th, 2012, right?

A That's correct.

Q And this is a letter from a man named Thomas Harper, a lawyer in Charleston. He represented TLC Holdings and Mr. Clark and Mr. Lovell, right?

A Yes.

Q And he's writing a letter here to the Clarendon County Planning Commission, right?

A That's correct.

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Q The reason he's writing this letter telling you it's true because you had asked the Clarendon County Planning Commission to approve a preliminary site plan that you had submitted to them for development on this property, right?
A Right.
Q And Mr. Harper is writing this letter on behalf of TLC; is that right, sir?
A Yes, sir.
Q And the second paragraph there, I'll just read it out loud, you tell me if I read it right. He's telling the County that he represents TLC. He says, "Attached hereto is a preliminary site plan of a portion of the property which we understand Mr. Hutson is presenting to the Commission for consideration. TLC has approved the attached site plan for consideration by the Commission subject to certain conditions as between TLC and Mr. Hutson and to which Mr. Hutson has agreed. These conditions related to the terms of the potential sale of the property by TLC to Mr. Hutson and do not affect the Commission's ability to consider the attached site plan when submitted by Mr. Hutson. Accordingly, TLC hereby requests that the Commission consider Mr. Hutson's application for approval of the attached

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site plan."

Then if we could look at Defendant's Exhibit 66, if we can bring that one up.

MR. GORDON: Your Honor, could the witness come down off of the witness stand and demonstrate or explain this photograph, this map?

THE COURT: Yes, sir.

BY MR. GORDON:

Q If you could, Mr. Hutson.

A (Complies.)

Q Is this the site plan that we're talking about?

A That's correct.

Q April 2012, Defendant's Exhibit 66?

A This is phase one.

Q Okay. And what does the highlighted part of this exhibit show?

A It shows about 150, 130 lots. It also reflects that the clubhouse stays, and the people that were buying lots and homes would have the use of the clubhouse; but also, the membership would have the use, to continue to use the clubhouse and the swimming pools.

Q And your site plan that the letter from TLC has asked the County to look at and consider, does it cover some of the campground where you're gonna

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develop condominiums?
A It covers about fifty percent of it.
Q Can you show that on there?
A Well, there's one side of it and here's the other side of it, and everything in yellow is my proposal.
Q Okay.
A And that was phase one.
Q Okay, thank you, sir.
A Mr. Gordon, may I make a response to that?
Q Is there something you need to add to your answer?
A I'd like to say that I never collected a dime from any of these members.

MR. WILKERSON: If Your Honor please, he's answered the question.

MR. GORDON: Let him speak.

THE COURT: Sustained.

BY MR. GORDON:
Q Mr. Hutson, did you ever collect any money from the campground members?
A No, sir, TLC did. I didn't get a penny of it.
Q Okay. Did you collect any annual dues from the membership members, of the contract, the campground members?
A I collected dues from, but I didn't sell any

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membership. But I sold, I got, I got the dues but the dues did not fray the campground.
Q The 8400-dollars per member that was paid either upfront prior to you got there, prior to you getting there, or over time, did you ever receive any of that finance money from the sale of the memberships?
A Mr. Clark asked me if I would collect moneys coming -- what he did, he apparently, he sold these to everybody for 8400-dollars, whatever amount of money, and anybody that didn't have the full amount of money he arranged financing and I think finally went to one particular finance company -- I forget the name of it. And so what would happen is he would get each month about a 4500-dollar check from the very members that he was trying to sell out.
Q My question is simple. Did you receive any of the financed purchase money from membership sales?
A No, sir.
Q Okay. All right, eventually ---
A No.
Q ---by the end of 2013 had you been able to develop any condominiums on this property, Mr. Hutson?
A No, sir.
Q You, by the end of that year on December 18th,

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2013, you sent out this postcard which is the subject of this lawsuit, right?
A I sent out a postcard.
Q Okay. Let's look at Defendant's Exhibit 58 if we could. If we can pull that one up. And in the postcard, it's very hard for the folks on the jury to read that but, in the postcard, Mr. Hutson, you — you sent this postcard to all of the Big Water Resort members or former members, right?
A That's correct.
Q You had a list of them, some kind of mailing list?
A That's correct.
Q And those would be the campground campers who signed the double lifetime or shorter contracts, right?
A That's right.
Q And you told them, "I purchased the Big Water Resort business in 2010. I have since come to realize that members were scammed by paying thousands of dollars to Big Water Resort who were formerly owned by TLC Holdings. Those moneys total about five million dollars paid by members when they signed their individual contracts to the TLC Holdings owned Big Water Resort." You also say in

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there that you're gonna seek to demand a refund by way of class action lawsuit. You ask the members to join the lawsuit. You tell them that you'll be able to put them in touch with an attorney, and you tell them that you're worried that the statute of limitations run from the discovery of the scam, let's join together now and get our money back. You sent out that postcard, right?

A Right. I knew that the members were getting ready to either come sue me or lose everything that -- even with the settlement they still lost five million dollars.

Q Let me ask you ---

A TLC has no remorse for that.

Q Let me ask you about ---

THE COURT: Hold on, hold on, hold on, hold on.

Mr. Bailiff, would you please take the jury to the jury room please.

(WHEREUPON, the jury was removed from the courtroom at 12:08 p.m.)

THE COURT: Mr. Hutson, I'm going to instruct you, henceforth, I want you to answer any question asked of you directly, answer the question first. If you need to explain an answer you may

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certainly do that, but we're not gonna have anymore of those extraneous, unnecessary comments made about who's scamming who. The jury is going to decide all that. I don't want anymore answers aimed at sympathy from anyone or denigrated or negative comments about anyone. I would not have that plaintiff's attorney do it or witnesses do that and I can't allow you to do that, sir.

THE WITNESS: I understand.

THE COURT: My goal here today is, this whole week -- I cannot guarantee a perfect trial, but I can work very hard to make it a fair trial for everybody so let's don't do that anymore, Mr. Hutson.

THE WITNESS: All right, sir, I'm trying to be truthful, Your Honor.

THE COURT: No, sir, that sounded ---

THE WITNESS: I'm trying to be ---

THE COURT: I didn't need that comment either. That's what I'm talking about. Now I'm gonna ask you to please follow my instructions here.

THE WITNESS: Okay.

THE COURT: Please, sir.

THE WITNESS: Thank you.

THE COURT: You may bring them back in,

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sir.

MR. GORDON: Thank you, Your Honor.

(WHEREUPON, the jury was returned to the courtroom at 12:09 p.m., and the following proceedings commenced in open court.)

THE COURT: Mr. Gordon.

MR. GORDON: Thank you, sir.

BY MR. GORDON:

Q So Mr. Hutson, at the time that you sent the postcard that we just talked about in December of 2013, did you honestly believe the things that you said in the postcard? Could you say yes or no. Did you honestly believe them to be true?

A I was convinced it was true.

Q All right. And did you send the postcard out with any ill will?

A Never.

Q Did you believe that you had a legal duty that you needed to fulfill on behalf of the campers?

A I had a legal duty.

Q Okay. Is that part of why you sent the postcard out, sir?

A Yes, sir, I was obligated to all those members.

Q Did you feel a moral obligation to them to send out this postcard? Is that — did you feel that?

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A Absolutely.
Q Now after the postcard went out you heard Mr. Padgett testify in here the other day, and he told the jury what he recalled about hearing from you. Did you contact Mr. Padgett yourself in January of 2014?
A I did.
Q And did you ask Mr. Padgett whether or not it would be all right for you to refer unhappy campground members, as he testified, to him for him to talk to them about a potential lawsuit, did you do that?
A I asked to have a meeting with him.
Q Okay. And did you subsequently ask him if it would be all right to refer these folks to him?
A Yes.
Q And did he tell you that would be fine?
A Yes.
Q And you did refer the campground members who were unhappy to him; is that true, sir?
A Excuse me?
Q Is it true that you referred these folks to Mr. Padgett?
A I did. I had hundreds of people calling me.
Q You gave his phone number and name to these

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folks, right, sir?
A I did.
Q And then did you -- Mr. Padgett testified that he started an investigation into these matters. Did you cooperate with him in his investigation?
A I did.
Q Did you meet with him and talk to him?
A I did. He would call me occasionally asking me for--
Q Did you talk to him over the phone as well?
A Yes.
Q Did you provide documents to him?
A I did.
Q Did he send an employee to your home in Orangeburg to get documents?
A That's correct.
Q Or actually you may not have been living in Orangeburg at that time. He got documents from you, right?
A Right.
Q And you also supplied him with a three page document you entitled class action that had notes on it outlining the problems that you had seen, right? You gave that to Mr. Padgett, right?
A I did.

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Q And did you realize at the time that you were providing all this information to Mr. Padgett potentially you could be sued?
A I thought I was gonna get sued.
Q And were you sued by the class action plaintiffs?
A No, sir.
Q Ms. Youmans testified today -- we read her deposition. Ms. Youmans was one of the plaintiffs in the class action. She did not sue you, did she, sir, in the class action?
A No.
Q I'm sorry?
A No, sir.
Q Okay. You were dragged into the class action by these folks who blamed everything on you, right?
A Yes, sir, they blamed it on me.
Q Okay. And eventually the class action settled; is that right?
A Yes, the class action settled.
Q The claims by the plaintiffs against these defendants were settled?
A That's correct.
Q And you know that that settlement was for 1.8 million dollars, right?
A I know the members got about that much money.

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Q And that was a payment from TLC, Mr. Clark, and Mr. Lovell, not from you; is that right, sir?
A That's correct.
MR. GORDON: Your Honor, those are all my questions.
Thank you, Mr. Hutson.
(Portion omitted.)
THE COURT: Okay. Mr. Gordon, they're all here.
MR. GORDON: Yes, sir. I believe Mr. Hutson was on the stand.
THE COURT: Yes, sir.
MR. GORDON: Mr. Hutson, if you will return to the stand. And I had completed my examination, Your Honor.
THE COURT: Yes, sir.
MR. WILKERSON: May it please the Court.
THE COURT: Yes, sir.

CROSS-EXAMINATION

BY MR. WILKERSON:
Q Mr. Hutson, I'm a little bit confused with your direct examination. You said this morning that when you met with Richard Clark and Steve Lovell in Suzie's Restaurant in December of 2010 that you already knew all about the lifetime memberships and

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that your plan was to shrink the campground. Is that right?
A I don't think that's exactly correct.
Q Well, you did say that you knew all about the lifetime memberships.
A I knew about a lifetime membership because of what Susan Stroman and I talked about.
Q Okay.
A But I did not know that I had to buy the campground. I was interested in developing the waterfront property.
Q Yes, sir. Mr. Hutson, you will agree with me that you've been, you've given sworn testimony in depositions in this case and several other related cases on numerous occasions; haven't you?
A I have.
Q Okay. And you would agree with me that in each, each time you've ever been asked about lifetime memberships you adamantly denied that you knew anything about lifetime memberships when you went in there; haven't you?
A I don't know in what deposition I denied that.
Q Okay. Well, let's just go back and look. Let's talk just a minute about the fact that you were represented by a lawyer, right, Mr. Tucker?

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A Back when the contracts were being drawn.
Q Yes, sir. All right, sir, I'm gonna read from your deposition, if I can, the deposition that was taken in the class action suit on May the 18th, 2015, just as one example of that. Question is: "Okay, well, you missed the fact that they were lifetime memberships then; is that right?" Answer: "That's right." "Okay." "I did not realize they were talking 60 years. I mean, if I had, why would I have signed the contract." You remember testifying to that?
A I don't remember testifying to that.
Q Okay.
A But I do understand that the memberships, some were for one lifetime and some was for two lifetimes.
Q Two lifetimes. Okay now, Mr. Hutson, you were under oath when you took, when we gave your deposition, when you gave your deposition before; were you not?
A That's correct, but I could have misspoken.
Q Well, you misspoke about a half a dozen times; didn't you?
A I don't know about that now.
Q Okay. Well, let's look back then, let's see

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about when you had Mr. Tucker come down and join you at the campground. I believe you've already established that the contracts that you signed, the purchase of the land and the purchase of the Big Water Resort, LLC, the signing date was December the 15th, but the closing date was December 30th; is that right?

A That's about correct.

Q Okay. And after December the 16th, a couple of days later you moved into the campground before the closing date; is that right?

A That's correct.

Q Okay. And during that period of time in December Mr. Tucker, your lawyer from Tennessee, came down and met with you at the campground; is that correct?

A No, sir. He met with me right after the first of the year in 2011.

Q Okay. Well, bear with me a second.

A And he spent the night at the cabin with me, and we reviewed the memberships. And actually, he was paid 1,000 dollars and Big Water Resort wrote that check so if that check can be pulled it would identify the day that he was there. But I can assure you it was after New Year's.

Q All right, sir. Same deposition, Mr. Hutson,

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page 78. Question, you were under oath at this time, were you not, when you gave your deposition before?

A On the same deposition you're talking about?

Q Yes, sir, same one.

A Yes, sir.

Q Okay.

A And I'm trying to help.

Q I understand you are, sir.

A I am.

Q Well, you told us -- and I'm reading the question here from the deposition. "Well, you told us that you arrived before the end of the year. You and Mr. Tucker sat down and went through all of the membership agreements, but neither one of you realized that they were for life terms. Is that your testimony today so far?"

A That, I misspoke. He never came before after New Year's so that I misspoke on that. He came about two days in January the first part. But we looked at the lifetime memberships, and we clearly understood that they were lifetime memberships. The problem was, we didn't understand that the memberships created defective title on the leased purchase property.

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Q Let's go on with the deposition then. It says, and I'm simply asking you, when you say once arriving you're talking about that testimony that you and Mr. Tucker sat down and looked at those agreements. And your ---

A Yes.

Q ---answer was, no. "At this point in time nowhere in the conversation did Tucker bring up -- I can't imagine why he did not -- but he never said, oh, by the way, you've got, you can't do anything with, on this property for 60 years because these people have prepaid. TLC has already collected the money. I didn't catch it, I was stupid, and apparently so was he."

A That's correct.

Q So you talked about these lifetime memberships there with Mr. Tucker. Whether it was before or after the first of the year -- you said under oath it was before the first of the year here. Today you say under oath it was after the first of the year.

A I have nothing to gain either way. He came right after New Year's.

Q You do have something to gain, Mr. Hutson, because under your earlier testimony you and Mr. Tucker sat down before the closing date, before

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the agreement became affective. And now your testimony to this jury is, well, we didn't talk about it until after the agreement became affective so it's very important.

A Okay, I've stated in another time that Tucker did not arrive until after the New Year. And I can't remember what day, but like I say, the day that he was there we wrote him a check for 1,000 dollars out of Big Water account. Lisa Baxley drew it.

Q Okay. I'm sure your lawyer put in any evidence that he wants to put in, but let's keep going.

A Sure.

Q My question though, Mr. Hutson, you said that shortly after you got on the property that, what, two hundred members showed up for an impromptu meeting; is that right?

A That's correct.

Q Okay. And they were mad as wet hens?

A They were indeed.

Q And you said that your first month or two you realized you were losing money in that property; is that right?

A No, sir, I didn't realize that simply because dues began to come in so I was not in the position — first of all, I never knew that the

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campground was losing 300,000 a year, but until the testimonies came out.
Q Well, let's talk about 300,000-dollars a year, sir.
A Sure.
Q When you moved on to the property you moved into a cabin, right?
A Yes, sir.
Q Your moved in before the end of the year.
A About five days I think.
Q Okay, whether Mr. Tucker came before or after the end of the year, we'll move on to something else on that.
A Sure.
Q Okay. But isn't it true that Mr. Lovell sent an email to Lisa Baxley and told her make everything on that campground available to you?
A I don't know whether Mr. Lovell did that or Mr. Clark, but Mr. Clark told me at that meeting as far as we're concerned you can go ahead and move over there to the property.
Q Yes, sir. So when you moved in you were running the place, right?
A I wouldn't say running it because I didn't know a thing about it.

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Q Okay.
A I went in -- first of all, what I did, two days after I got there I called in all the staff to have a meeting to try to get some handle on what was going on. And maybe the third day I was there I was bombarded by those 200 or 250 people so.
Q But the fact is that when you moved on you had access to all the records of Big Water Resort, correct?
A Yeah, the only thing I had records to and I -- let me say it like this. I didn't go to where the records were. I didn't know what was in those rooms. A lot of that stuff was Jim Thigpen's doings with other developments; it had nothing to do with Big Water. So I asked Lisa Baxley to pull up some memberships and we didn't go through all 700. We went through probably, I'm guessing, 100.
Q Well, let's talk about the, let's talk about the financial records of Big Water Resort. You had access to all of those. They were right there on the computer.
A No.
Q Can you read, can you read a financial statement, sir? Do you know how?
A Read what?

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Q A financial statement.
A Somewhat, but you just spoke about all of the information was on the computer. I was never given that information on the computer, and so later on what I had to do was sneak over there with a locksmith one night because Lisa Baxley locked her door in the office. And I got an expert computer guy to go in there on her computer which was Big Water's computer and copy the hard drive off of hers in order — I'm trying to seek to find out what the records show. But what happened was, the guy came over and picked the lock, and then the computer guy went in there ---
Q Mr. Hutson, it was a very simple question. Can you read a financial statement?
A It all depends. You'd have to show me the financial statement.
Q Can you read a profit and loss statement? You know what that is?
A I do.
Q You know how to read it and interpret it in general?
A Pretty much.
Q You know how to read a balance sheet?
A I don't deal much with that so I'm not gonna lie

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to you. I'm not sharp on that, no. No, sir, I'm not.

Q So you couldn't really look at the financial statements yourself and make a determination as to what, whether anybody was making money or not, could you?

A Mr. Wilkerson, I never saw a financial statement from the time that I got there until this thing blew up in lawsuits.

Q Okay. Well, let's talk, if we can, about the meeting that you had -- was it in Hickson, Tennessee, is that right?

A It was.

Q And it was at a restaurant called Susie's, right?

A Susie's, that's right.

Q Nice, good, country cooking place?

A It was really good, all you can eat.

Q I looked it up the other day and I think they've closed.

A Really?

Q Yes, sir. But nevertheless, you went there on December 9th; is that right?

A I don't remember the day.

Q Okay. That was the first time that you met with Mr. Clark and Mr. Lovell; is that correct?

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A First time, that's correct.
Q And you said you were already there and they walked in?
A I got in maybe 15 minutes before they drove up.
Q Okay. And you introduced yourself as M.B. Hudson with a D; did you not?
A I did.
Q Now you do that because, because you don't want somebody to be able to look up your real name, right?
A I do it because I went through a divorce and I had issues with ex-wives. And anybody, anybody can be put on a website, anybody, including yourself.
Q Okay. Well, whether it's true or not, Mr. Hutson, if someone -- if at that time Mr. Lovell or Mr. Clark had looked up your true spelling of your name they would have found some very bad postings on the internet; would they not? Just answer the question.
A Yes, with an explanation.
MR. GORDON: Your Honor, we've been through all this.
THE COURT: Sustained.
MR. WILKERSON: It's already in evidence, Your Honor.

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THE COURT: Well, the fact his name has been changed around a lot, yes, that is.

MR. GORDON: Absolutely.

MR. WILKERSON: The fact that if -- well...

MR. GORDON: May we approach the Bench, Your Honor.

THE COURT: Yes, sir.

(WHEREUPON, counsel approached the Bench for an off-the-record discussion.)

THE COURT: Objection overruled.

MR. GORDON: Thank you, Your Honor.

MR. WILKERSON: Thank you, Your Honor.

BY MR. WILKERSON:

Q All right, Mr. Hutson, once again, the reason you gave the false spelling for your name is you knew that if anyone looked up your true spelling of your name they would find bad information about you on the internet, correct?

A I was using a different spelling ---

Q Just answer my question, you can explain.

A ---just to get away from this ex-wife situation.

THE COURT: Hold on now, hold on. Mr. Hutson.

THE WITNESS: Yes, sir.

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THE COURT: You certainly have a right to explain your answer after you have answered.

THE WITNESS: Okay.

THE COURT: Then you can explain.

THE WITNESS: Thank you, sir.

THE COURT: Proceed, sir.

BY MR. WILKERSON:

Q So the question is, the reason you gave a false spelling for your name was because you knew that if Mr. Lovell or Mr. Clark had looked up your correct spelling they would have found bad information about you on the internet; is that true?

A No, I didn't, I didn't sign that to hide. And I'm gonna tell you something you're not aware of.

MR. WILKERSON: If Your Honor please, can I please get an answer.

THE WITNESS: Yes, sir.

THE COURT: Yes or no, then you can explain.

THE WITNESS: Yes, no, I'd like to explain.

BY MR. WILKERSON:

Q No, I don't ---

A Ask the question again please.

THE COURT: Hold on. You get to say yes

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or no, Mr. Hutson, and then you can explain.

THE WITNESS: Ask the question again please.

BY MR. WILKERSON:

Q Yes, sir. Isn't it true, Mr. Hutson, that the reason you gave an incorrect spelling for your name when you met with Mr. Lovell and Mr. Clark on December the 9th, 2010, is because you knew that if they had looked up the correct spelling on the internet they would found some bad information about you?

A No, sir.

Q That's not true?

A I repeat myself, no, sir, and with an explanation. I'll tell you something that you're not aware of. The second day that I moved into the cabin I got a telephone call from someone that I didn't know. He identified himself as Tom Harper and he represented TLC. He said, is this Mr. Hutson. I said, yes.

MR. WILKERSON: Your Honor, if I could, this is a speech.

THE COURT: Mr. Hutson, stop please.

THE WITNESS: Okay.

THE COURT: Go ahead, sir.

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BY MR. WILKERSON:
Q Same deposition, Mr. Hutson, page 93. "Why did you sign those documents as M.B. Hudson spelled H-U-D-S-O-N?" Answer, "Because I just signed it that way because of the website." "Okay. So you did not want Mr. Clark and Mr. Lovell to know who you really were; is that right?" "Well, that's a bunch of crap on the website." Did you say that before?
A You just read it.
Q Well, I know, but you disagreed with me the last time I read something that you said. Is that what you said before?
A I agree with what you just read is what you just read.
Q Okay. And that is, in fact, the reason why you gave an incorrect spelling for your name to Mr. Lovell and Mr. Clark, correct?
A No, sir, it was not.
Q Okay, let's move on.
A Please do.
Q You also told them in that meeting that you were about to come into some big money; didn't you?
A I did indeed.
Q Told them you were going to come into 35 million

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dollars in a settlement in Georgia.
A Yes, sir.
Q In a lawsuit, right?
A I, okay. I said I was -- it was likely that I was going to come into a lot of money, yes.
Q Okay. And isn't it true, Mr. Hutson, that no lawsuit had ever been filed?
A That is true with an explanation. The attorney handling that was in Atlanta, and I decided not to go through with it.
Q Isn't it true that no attorney would agree to take your case, Mr. Hutson?
A That is incorrect.
Q Okay. Now did you tell them at that time, Mr. Hutson, that you were flat broke?
A I don't know if I used that terminology. I simply said -- they asked me how much can I pay down. I said I can pay down 10 dollars.
Q Don't you think that somebody that you're about to go into a deal where you're agreeing to pay 6 or 7 million dollars for a piece of property and 500,000 dollars for a company, don't you think they would want to know that they're dealing with somebody who is flat broke?
A If I had been in their shoes I would not have

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cared who bought it because they were in a fix.
Q Yes, sir. Now Mr. Hutson, you also wanted to have a very quick closing on the deal within a week; is that right?
A It took about three weeks I think to, from time of negotiating to actually getting it closed on the business and the lease signed on the TLC property.
Q Well, I believe the records show and we can pull these out if we have to, but the records show that the first contract that was presented was Dec-- the first contract was presented, that was presented to Mr. Lovell and Mr. Clark was on December the 6th I believe. You met with them on December the 9th and you insisted that they have a quick, a quick closing so you had all the documents executed by the 15th of December for effective date of the 30th. Am I correct on those dates?
A You're correct. I wanted to do it quickly.
Q And the reason that you told them you wanted to do it quickly was because you had a 1031 exchange coming down; didn't you?
A I did not say it like that. I was in the process of negotiating on another property. But considering the fact that the realtors told me that the yearly dues are paid at the first of the month, I figured

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considering the fact that I've got to operate the campground it might be of service to me.
Q Okay. So it was important to you to get over there before the first of the year so you could start collecting that revenue; is that right?
A The revenue was for the purposes of running the campground. Yes, that would be better than running the campground with no revenue, and at that point I still did not know that they were losing 300,000-dollars a year.
Q Yes, sir. Now, so you hurried up and got the deal done. You moved in before the effective closing date. You had Mr. Tucker come down. Y'all went through all the records that you had, whether you looked at them before the first of the year or after the first of the year. You had two hundred members coming in there madder than wet hens. I believe we've already decided that they came in and they were upset. You realized then that this is a lot of stuff, right?
A I didn't think of it like that. I was more concerned in getting started with my development.
Q Okay. But you, but you realize at this point that you've got a lot of mad members. You've got lifetime memberships, whether you knew about it

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before or after, you knew about it then. You got to deal with these 60 years of memberships. You had decided by that time that I didn't really know what I was getting into; hadn't you?
A No, sir. I took -- I accepted the long term 70 year memberships. I was given a formula that I only have to have 20 camp sites and still be legal so I could work with 20 camp sites and still do my development, and that's why I contacted Renee.
Q All right. So Mr. Hutson, I wrote down when you testified this morning. You realized two months after you bought the company, you realized you were not gonna be able to make any money. You had a payroll of 300,000-dollars a year and it was dying. Did I remember your testimony correctly?
A I might have -- you might have written that down exactly the way I saw it or said it today, but we're looking back five years ago. I don't think that I reached that conclusion in two months.
Q Well, you reached it in two months, three months, four months, five months, sometime in that first year; didn't you?
A I'm guessing three months, three-and-a-half.
Q Okay, three-and-a-half months. Now so far you had 10 dollars in the deal, right?

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A That's correct, and I had an obligation of 470 husband, wives, and children.
Q Okay. But you had paid 10-dollars so far out of your pocket, right?
A That's right.
Q You were flat broke?
A That's right.
Q And you realized that it was not gonna be able to work. Why didn't you just pick up the phone, call Richard Clark and say, Mr. Clark, I'm walking away from this, you keep my 10-dollars. Why didn't you just walk away from it?
A Well, I will answer that question. First of all, I was already obligated to the members so if I walked away I was trapped. The moment I signed to buy the memberships I was in a box. That was the whole, that was the trap, that was the fraud.
Q Well, Mr. Hutson, isn't it true that the reason that you didn't call Mr. Clark, the reason that you didn't pull the plug, the reason that you didn't ask him for the 10-dollars back or tell him to keep the 10-dollars was because you were, you had a great cash flow revenue coming in through that campground; isn't that true?
A That is not true.

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Q Well, let's talk about what you had coming in.
A Please do.
Q During the year 2011 you had three bank accounts that you operated that campground out of; did you not?
A I can't tell you that; I don't know. I didn't know, I didn't handle the checking accounts.
Q Well, when we got a hold of your bank records and started looking at them, we added it all up and we realized that in, during 2011 you took in a total of 468,683-dollars that you put in the bank that year; is that right?
A Okay, that's about the cost of operating it.
Q Okay.
A That wouldn't be a profit in that. That would be about the cost of operating it because I was not getting the 300,000-dollar set-- the amount of money that they were having to pay to keep the gates open.
Q You also paid all of your personal living expenses out of the revenue of that campground; did you not?
A Yes, I did. I bought my meals, I didn't cook. I was on call 24 hours a day seven days a week. It was -- yes, I did that, and I would do it again.
Q And you did not put any of your own money in the

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deal. Anything you bought for the campground you bought with revenue that came in through the campground; is that correct?
A If I bought anything that helped to run the campground, I bought it out of the business.
Q Okay.
A Yes. But I own the business so I own the money.
Q You know, I'm really not being critical of you for that. I'm just trying to establish that you, in fact, lived out of that bank account.
A That's why I was wondering why you're concerned if you're not concerned.
Q Well, you had a source of revenue that you didn't have before you walked on that campground; didn't you, Mr. ---
A Yeah, but I had a, had of lot of the obligations to the tune of 24 million dollars.
Q Yes, sir, but if you didn't want that obligation all you had to do was call up Richard Clark and say, I'm leaving.
A No, sir. I bought that thing and they didn't want it back, and they wouldn't take it back and you know that.
Q Well, let's talk about that then.
A Please.

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Q The -- within ten months of your moving in they, in fact, began legal proceedings to, in fact, take it back; didn't they, Mr. Hutson?
A For a reason.
Q You hadn't been paying the rent.
A That's not really the reason, but that's what they used.
Q Okay, well -- okay. So they began legal proceedings to evict you; is that right?
A That's correct.
Q And you then fought the eviction?
A I did.
Q You hired a lawyer to fight the eviction?
A Yes, as I felt what they were doing was a wrongful eviction.
Q Okay. Because you didn't want to give up that revenue that you were getting from that campground?
A It had nothing to do with that.
Q Okay, I'm sure it didn't. Now you, so then you fought that eviction. Y'all ended up negotiating. You ended up entering into some sort of settlement agreement that was reduced to an order of the Court; is that right?
A I entered into, unfortunately, a fraudulent settlement agreement.

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Q Okay, well, you agreed to it, right?
A I agreed to it.
Q Okay. And now you were represented by counsel at that time, right?
A I did.
Q Okay. And you then breached that settlement agreement; didn't you?
A I did.
Q Okay. And all that was required to be done under the settlement agreement and the consent order to get you to leave the property at that point was for TLC to file a affidavit of default with the Court, tell the court you're in default and, poof, you got to leave; is that right?
A That was the basis of the settlement agreement, that's correct.
Q Okay. So you went down to the court and got, tried to get a temporary restraining order to stop them from kicking you off?
A I did indeed because, because, I recognized the fact that the 2009 minutes that they themselves prepared stated that they wanted to shut down the business or they wanted to sell the business to somebody and they were losing 300,000-dollars. They even wanted to give it away. So I ask you, why

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would they want to give away a business and turn around and charge me 600,000-dollars, allow me to pay only 10-dollars down. What they failed to do is a full disclosure. I wouldn't have bought the business, period, ---

Q Yes, sir.

A ---had they been truthful with me.

Q And you were continuing to fight the eviction efforts by getting a temporary restraining order, right?

A Right.

Q Had a hearing on that temporary restraining order ---

A Right.

Q ---and you didn't show up for that hearing. You went down and filed bankruptcy, right?

A I filed for reorganization in hopes, in hopes of getting the federal judge to agree to work out something with TLC because I was stuck with all those 24 million dollars worth of memberships.

Q Yes, sir, and that you were fighting so hard to hang on to.

A I didn't want them.

Q You sure fought hard to hang on to them, sir.

A No, no, that's worded opposite.

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Q Now then you, after you filed bankruptcy, then the bankruptcy court sent it back to the State court and Judge James issued an order saying that you're in breach of the agreement, that TLC is not in violation of the agreement, and you've got to leave the property; is that right?
A That's right.
Q And you finally left in March of 2014?
A And I still had the obligation of all of those memberships. And Mr. Wilkerson, I don't believe that you can show me any deposition or any document whereby TLC offers to take back those 470 70-year memberships. They wouldn't take them back; they refused to take them back.
Q Yes, sir. You saw that letter that TLC wrote in April of 2014 to all the members saying TLC is stepping back up to the plate, we're taking back over the campground, we're running it, and we're in charge. Remember that?
A I remember, I remember this. I remember what they did. They wrote a letter and then they formed another limited liability company and they stick those members over in that.
Q In fact, they never did, did they, Mr. Hutson? They never transferred those memberships. They

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still own them. They still own the property at TLC; isn't that correct?
A Are you say--- let me be sure I understand you. Are you saying that TLC took the responsibility of those memberships?
Q That's what that letter said; isn't it? We read it yesterday.
A I don't remember. That was five years ago when I got that letter.
Q Well, we read it yesterday. It's in the record. The jury will have that before them. All right, sir. Now this postcard, you called TLC a fraud, scammer, and a racketeer.
A I did.
Q And you said earlier today that you reasonably believed that to be true.
A No, sir, I don't reasonably believe that to be true.
Q You do not?
A I know it's true.
Q And you still think it's true; do you not?
A Based on SLED'S investigation and report to me, based on ---
MR. WILKERSON: Your Honor, please, this is absolutely out of the question. I know nothing

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about a SLED report. I move to strike that testimony, Your Honor.

THE COURT: We will.

MR. WILKERSON: Thank you.

BY MR. WILKERSON:

Q The answer is yes, you still believe that; don't you?

A Ask the question.

Q You still believe that they're racketeers; don't you?

A I do. I believe they're crooks.

Q Okay. Now ---

A And thieves.

Q All right, sir. Now let's ---

A They're rich thieves.

Q Let's talk about the claims that you have made. You, when TLC moved to have you evicted from the property you filed a counterclaim in that case, right?

A As pro se.

Q Yes, sir. And when Judge James issued his order telling you you had to be evicted he also ruled that your counterclaim had no merit, right, he dismissed it?

A Simply because I was pro se. I had no education

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in being an attorney.
Q All right, sir.
A I'm not a seasoned lawyer.
Q All right, sir. And then when the class action was filed, I believe it's already been established that TLC filed a third party complaint against you for indemnification, right?
A They blame me for causing the class action.
Q Yes, sir. And in that, and in response to that third party complaint you filed another counterclaim, right?
A I don't remember.
Q Okay. And isn't it true that the United States district judge Judge Norton dismissed that counterclaim as having no merit; didn't he?
A He did, based on a technicality.
Q And in this case, in this case, you filed a counterclaim making the same allegations, the exact same ones that you did in federal court, correct?
A In this ---
Q This lawsuit we're here for today.
A ---defamation case?
Q Yes, sir. You filed a counterclaim in this case.
A I did, because it's ridiculous. It's a frivolous lawsuit.

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Q Okay. And Judge Ferrell Cothran also dismissed that case as well, right?
A Due to technicalities.
Q Okay.
A And my lack of understanding how to present a case as pro se.
Q Now after your case had been dismissed in federal court you continued to make frivolous filings in the federal court; did you not?
A I made a response to what Turner Padget filed, which was misleading.
Q Okay. Well, as a result of the multiple filings that you made in federal court our clients filed a motion for sanctions in federal court; did they not?
A They did.
Q All right, sir.

MR. WILKERSON: Your Honor, Plaintiff's Exhibit No. 36, I can't remember whether it's objected to or not. No objection? In evidence, Your Honor, Plaintiff's 36.

(WHEREUPON, Plaintiff Exhibit No. 36 was admitted into evidence.)

BY MR. WILKERSON:
Q I would like to read to you from that order, if I could, sir.

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A Please do.
Q And this is the Honorable Judge David Norton, United States district judge for the district of South Carolina. "Hutson has established a pattern of making misrepresentations to the Court, of making unsupported allegations of unethical and criminal conduct by third party plaintiffs, and of using the judicial process as a mechanism of harassment. His meritless filings have wasted untold hours of the Court's time. He lacks any evidence to support his counterclaims and other allegations against third party plaintiffs. Indeed, Hutson routinely fails to provide factual or legal support for anything he files with the Court. Accordingly, the Court finds that sanctions are appropriate under the Court's inherent power." And he goes on to order you to pay the sum of $14,908.50 cents. Am I correct on that?
A That is correct.
MR. WILKERSON: I have no further questions.
MR. GORDON: Nothing further, Your Honor.
THE COURT: All right, sir.
Mr. Hutson, you may step down, sir.
MR. GORDON: Yes, sir. The Defense rests. Thank you, Your Honor.

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