

IN THE CIRCUIT COURT FOR THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY, FLORIDA

MARGARET J. SMITH as Managing
General Partner of P&S ASSOCIATES,
GENERAL

PARTNERSHIP, a Florida limited
partnership, and S&P ASSOCIATES,
GENERAL PARTNERSHIP, a Florida
limited partnership; P&S ASSOCIATES,
GENERAL PARTNERSHIP, a Florida
limited partnership; and S&P
ASSOCIATES, GENERAL
PARTNERSHIP, a Florida limited
partnership,

Plaintiffs,

v.

JANET A. HOOKER CHARITABLE
TRUST, a charitable trust, DIANE M. DEN
BLEYKER, an individual, ETTOH LTD., a
Florida limited partnership, JOHN
AND/OR LOIS COMBS, an
individual, ERSICA P. GIANNA, Trustee,
CATHERINE B. & BERRY C. SMITH,
individuals, EDNA A. PROFE REV. LIV.
TRUST, HERBERT IRWIG
REVOCABLE TRUST, HAMPTON
FINANCIAL GROUP, INC ., a Florida
corporation, EDITH ROSEN, an
individual, RICHARD F. AND BETTE
WEST, individuals, GREGG WALLICK,
an individual, JAMES AND VALERIA
BRUCE JUDD, individuals, JULIANNE
M. JONES, an individual, JESSE A. AND
LOIS GOSS, Trustees, LISA RYAN, an
individual, GERTRUDE GORDON, an
individual, SAM ROSEN, an individual,
PARAGON VENTURES, LTD., an
Austrian limited partnership
HOLY GHOST FATHERS
INTERNATIONAL FUND #2, a Tax-
exempt Organization, SUSAN E.

Case No. 12-34121 (07)
Complex Litigation Unit

MOLCHAN OR THOMAS A.
WHITEMAN, individuals, JANET B.
MOLCHAN TRUST DTD 05/19194,
ROBERT A. UCHIN REV TRUST, HOLY
GHOST FATHERS, COMPASSION
FUND, a Tax-exempt Organization, HOLY
GHOST FATHERS HG-MOMBASA, a
Tax-exempt Organization, HOLY GHOST
FATHERS INTERNATIONAL FUND #1,
a Tax-exempt Organization, HOLY
GHOST FATHERS HG-
IRELAND/KENEMA, a Tax-exempt
Organization, CONGREGATION OF THE
HOLY GHOST - WESTERN
PROVIDENCE, a Tax-exempt
Organization, ABRAHAM OR RITA
NEWMAN, individuals, JOHN J.
CROWLEY, and/or JONATHAN
CROWLEY, individuals, ALEX E.
MOLCHAN TRUST DTD 05/19/94, and
ANN OR MICHAEL SULLIVAN,
individuals,

Defendants.

**DEFENDANT, CONGREGATION OF THE HOLY GHOST - WESTERN
PROVIDENCE'S MOTION FOR SUMMARY JUDGMENT AND INCORPORATED
MEMORANDUM OF LAW**

Defendant, Congregation of the Holy Ghost - Western Providence (properly called the Congregation of the Holy Ghost - Western Province) ("Congregation"), by and through undersigned counsel, and pursuant to Fla. R. Civ. P. 1.510¹, hereby moves this Court for an order of summary judgment against the Plaintiffs and to grant an order dismissing the Plaintiffs' claims as barred by the relevant statutes of limitations. In support of this Motion, the Congregation states as follows:

¹ The Congregation would have filed this Motion as a Motion to Dismiss, but since the Plaintiff failed to allege when the purported improper payments were received, it was necessary to submit an affidavit to assist the court in reviewing the necessary dates. The Congregation notes that there is an arbitration clause in the partnership agreement and reserves all rights to compel arbitration in the event this Motion is denied.

INTRODUCTION

On or about June 27, 2013, the Plaintiffs filed a multi-count Complaint in this Court against multiple parties, including the Congregation. Plaintiffs assert that the Congregation received improper distributions that were not made from the Partnerships' profits but were made from the principal contributions of other Partners. As such, the Plaintiffs allege that the Congregation "reaped profits" from their investments in the Partnerships in direct contravention of the plain terms of the Partnership Agreement. These claims relating to the Partnership Agreement are barred as the Plaintiffs failed to bring a lawsuit within the time required under the applicable statutes of limitations for each count. The Complaint contains four counts against the Congregation: Count I for Breach of Contract, Count II for Unjust Enrichment, Count III for Money Had and Received, and Count IV for Avoidance of Fraudulent Transfers Pursuant to Section 726.105(1)(a) of the Florida Statutes. For the reasons stated below, there are no issues of material fact since the claims were not brought within the time required by the applicable statutes of limitations.

FACTUAL BACKGROUND

Plaintiffs allege that P&S Associates, General Partnership and the S&P Associates, General Partnership (collectively the "Partnerships") were formed for the purpose of engaging in the business of investing. (Compl., ¶ 38). Each of the Partnerships is governed by a corresponding Partnership Agreement. (Compl., ¶ 37). As a partner, the Congregation is alleged to have invested money in one of the Partnerships. (Compl., ¶ 39). Specifically, the Congregation invested \$200,000 into the Partnerships. (Compl., ¶ 31). In return, it is alleged that the Congregation received \$382,532.35 in Partnership distributions. (Compl., ¶ 31).

Pursuant to the governing Partnership Agreements, the profits and losses attributable to the Partnerships were to be allocated in equal proportion among the Partners in accordance with each

Partner's capital contribution relative to the aggregate total capital contribution of all of the Partners. (Compl., ¶ 41). Partnership distributions, if any, were to be made at least once per year. (Compl., ¶ 42). The Partnerships' investments were to be overseen by the Managing General Partners of the Partnerships, Michael D. Sullivan and Greg Powell, the "S" and "P" of the partnerships. (Compl., ¶ 44). On August 29, 2012, an Agreed Order² was entered whereby the Plaintiff, Margaret Smith, was named sole Managing General Partner. (Compl., ¶ 45). The Plaintiffs allege that the former Managing General Partners breached their fiduciary duties of loyalty and care to the Partners and the Partnerships by making improper distributions to the Congregation, among others, that were made from the principal contributions of other Partners rather than from the Partnerships' profits. (Compl., ¶ 46).

Plaintiffs' Complaint fails to indicate specific dates for when these improper distributions were received. However, the affidavit attached to this Motion definitively shows that the last distribution received by the Congregation, as noted on the records of the Partnerships, was on January 31, 2003. *See* Affidavit of Joseph Gaglione attached hereto as Exhibit "1" at ¶ 6. On November 13, 2012, nearly nine years after the last distribution was received, the Congregation received a demand letter from the new Managing Partner of the Partnerships, Margaret Smith. *Id.* at ¶ 3. The letter informed the Congregation that a review of the Partnership books and records as of December 31, 2008 indicated that the Congregation received alleged improper distributions in an amount totaling \$182,532.35 *Id.* at ¶ 5. Attached to this demand letter was a General Partner Statement detailing the funds contributed and disbursed from the Congregation's capital account from December 1992 through December 2008. *Id.* at ¶ 5. Although the statement details the account

² The Congregation did not consent to the Order. The Congregation was not a party to the litigation that resulted in the Agreed Order.

through December 2008, the statement definitively shows that the last distribution was received by the Congregation on January 31, 2003. *Id.* at ¶ 6.

LEGAL STANDARD

Summary judgment is a mechanism used to expedite litigation and lower expense to the parties. *Page v. Staley*, 226 So. 2d 129, 130 (Fla. 4th DCA 1969). When the basic facts of the case are clear and undisputed, and there is only a question of law to be determined, the court shall grant a Motion for Summary Judgment. *Duprey v. United States Automobile Association*, 254 So. 2d 57, 58 (Fla. 1st DCA 1971).

“Entry of summary judgment is proper ‘if the pleadings, depositions, answers to interrogatories, admissions, affidavits, and other materials as would be admissible in evidence on file show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.’” *Ginsberg v. Northwest Medical Center, Inc.*, 14 So. 3d 1250 (Fla. 4th DCA 2009) (quoting Fla. R. Civ. P. 1.510(c)). “The moving party has the burden to show the absence of any material issue of fact and the court must draw every inference in favor of the non-moving party.” *Hollywood Towers Condo. v. Hampton*, 993 So. 2d 174, 176 (Fla. 4th DCA 2008). Once the moving party has met its burden, the non-moving party must show evidence that would reveal a factual issue. *Page*, 226 So. 2d at 131. Summary judgment should not be granted unless the facts are so crystallized that nothing remains but questions of law. *Shaffran v. Holness*, 93 So. 2d 94 (Fla. 1957). Although the moving party faces a heavy burden, when determination of a lawsuit is dependent upon written instruments of the parties, the question at issue is generally one of law and can be determined by the entry of summary judgment by the Court. *Kochan v. American Fire and Casualty Co.*, 200 So. 2d 213, 220 (Fla. 3d DCA 1967).

The Congregation now moves for the entry of summary judgment on all of the claims relating to the alleged improper distributions received by the Congregation, pursuant to Fla. R. Civ. P. §1.510, as all of Plaintiffs' claims are time-barred. As a result, there are no genuine issues as to any material fact and the Congregation is entitled to a judgment as a matter of law. Based upon the Complaint and the Affidavit attached hereto, the Congregation is entitled to the entry of Summary Judgment against the Plaintiffs.

ARGUMENT

I. The Statute of Limitations Bars Plaintiffs' Claims

The Complaint was initially filed on December 10, 2012. However, the Complaint was not served upon the Congregation until June 27, 2013. Although the Complaint does not provide the particular dates of the alleged improper distributions that formed the basis of this suit, it is admitted by the Plaintiffs that the first distribution was received on January 6, 1997. *See* Gaglione Affidavit, ¶ 6. The final distribution was received on January 31, 2003. *Id.* Because the Congregation received the last of the alleged improper distributions nearly 10 years prior to the filing of the Complaint in this case, all of the Plaintiffs' claims are time-barred as a matter of law.

a. Count I - Breach of Contract

Count I is a claim for Breach of Contract. The Plaintiffs contend that the Congregation breached the Partnership Agreement because it received and retained distributions based upon the capital contributions of other Partners rather than the Partnerships' profits. Thus, the Plaintiffs necessarily argue that the act of receiving the distributions resulted in the Congregation's breach of the Partnership Agreement. According to the Plaintiffs, the first breach occurred in 1997 when the Congregation received its first distribution. That is, the Congregation allegedly breached the

Partnership Agreement more than 16 years ago. The Congregation last received a distribution from the Partnership in 2003, more than 10 years ago.

Count I for Breach of Contract is barred by a five-year statute of limitations. *See* Fla. Stat. § 95.11(2)(b) (providing a five-year limitation period for a legal or equitable action on a contract, obligation, or liability founded on a written instrument). Therefore, the claim for breach of contract was required to be filed within five years of the breach in order for this claim to be viable. As noted above, the last distribution was received by the Congregation in January 2003. The alleged breach of contract occurred, and the Plaintiffs' cause of action accrued, no later than 2003. The deadline for filing a claim with the Court was, at the latest, January 2008.

b. Count II - Unjust Enrichment

Count II is a claim for Unjust Enrichment. Plaintiffs allege that the Congregation voluntarily accepted these improper distributions and that it would be inequitable and unjust for the Congregation to retain them. Thus, the Plaintiffs contend that the Partnerships conferred a benefit on the Congregation by making distributions from the capital contributions of other Partners.

Plaintiffs' claim for Unjust Enrichment is barred by a four-year statute of limitations. The statute of limitations on Plaintiffs' claim for unjust enrichment is four years. *Swafford v. Schweitzer*, 906 So. 2d 1194, 1195 (Fla. 4th DCA 2005); *see also*, Fla. Stat. § 95.11(3)(k). An unjust enrichment claim accrues at the time the defendant receives the improper enrichment. Because the Congregation received the last of its allegedly improper distributions more than 10 years ago, in 2003, that is the latest that the Partnership could have conferred a benefit to the Congregation. Accordingly, Plaintiffs' claim for unjust enrichment was required to be filed no later than January 2007. The claim was filed well after the expiration of the applicable statute of limitations period and, as a result, the

claim for unjust enrichment is time-barred.

c. Count III - Money Had and Received

Count III is a claim for Money Had and Received. Plaintiffs allege that the Partnership conferred a benefit on the Congregation by making distributions from the capital contributions of other Partners rather than from the Partnerships' profits. Plaintiffs allege that the Congregation voluntarily accepted those distributions and that it would be inequitable and unjust to retain the improper distributions.

Plaintiffs' claim for Money Had and Received is barred by a four-year statute of limitations. *See Fla. Stat. § 95.11(3)*. Because the Congregation received the last of its allegedly improper distributions more than 10 years ago, in 2003, that is the latest that the Partnership could have conferred a benefit to the Congregation. Accordingly, Plaintiffs' claim for money had and received was required to be filed no later than January 2007. The claim was filed well after the expiration of the applicable statute of limitations period and, as a result, the claim for money had and received is time-barred.

d. Count IV - Avoidance of Fraudulent Transfers

Count IV is a claim for Avoidance of Fraudulent Transfers Pursuant to Section 726.105(1)(a) of the Florida Statutes. The Plaintiffs allege that the distributions received by the Congregation are transfers that could have been applicable to the payment of the distributions and obligations due to the Partners under the Partnership Agreements. It is alleged that the Partnerships did not receive reasonably equivalent value in exchange for the distributions made to the Congregation. The Plaintiffs contend that these transfers were made to the Congregation, a religious institution, with

the actual intent to hinder, delay or defraud certain of the Partners, who were creditors of the Partnership, and that the transfers may be avoided under Fla. Stat. § 726.105(1)(a).

Section 726.105(1)(a), Fla. Stat., states that a transfer made by a debtor is fraudulent if the debtor made the transfer with actual intent to hinder, delay, or defraud any creditor of the debtor. The applicable limitations period for fraudulent transfer claims is contained in Fla. Stat. § 726.110(1). A cause of action with respect to a fraudulent transfer or obligation under Fla. Stat. § 726.105(1)(a) is extinguished unless action is brought within 4 years after the transfer was made or the obligation was incurred or, if later, within 1 year after the transfer or obligation was or could reasonably have been discovered by the claimant. *See* Fla. Stat. § 726.110(1).

Since the last of the allegedly fraudulent transfers to the Congregation occurred in 2003, any action with respect to this transfer must have been brought by 2007. Even with the one year savings clause the claim is time-barred. The one year savings clause provides that if suit is brought after the 4 year limitation period, it must still be within 1 year after the transfer or obligation was or could reasonably have been discovered. As described in the complaint, the partnership ultimately lost money due to the defalcation of Bernard Madoff and the fraud committed by Mr. Madoff and others. (Complaint, ¶ 40) This disclosure was made in December 2008. Thus, even under the 1 year savings clause, the claim to avoid a fraudulent transfer under Fla. Stat. § 726.105(1)(a), must have been brought by December 31, 2009. This clearly did not occur.

Moreover, the other partners, for whom this action is actually being brought, could have reasonably discovered the transfers at any time during the previous 16 years from when the Congregation received its first distribution. Even if the Plaintiffs did not review the books and records of the Partnerships until a later date, it is unreasonable that these improper distributions

would go undiscovered for more than 16 years. As a result, Plaintiffs' claim for the avoidance of the fraudulent transfers is barred by the applicable limitations period.

WHEREFORE, the Congregation respectfully moves this Court for an Order granting Summary Judgment dismissing Plaintiffs' Complaint as against the Congregation in its entirety and with prejudice and that the Court award the Congregation its costs and such other relief as this Court deems just and proper.

I HEREBY CERTIFY that a true copy of the foregoing was served by email this 9th day of August, 2013, to:

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Attorneys for Congregation of the Holy Ghost -
Western Providence

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/s/ Marc S. Dobin
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IN THE CIRCUIT COURT FOR THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY, FLORIDA

Case No. 12-34121 (07)
Complex Litigation Unit

MARGARET J. SMITH as Managing
General Partner of P&S ASSOCIATES,
GENERAL
PARTNERSHIP, a Florida limited
partnership, and S&P ASSOCIATES,
GENERAL PARTNERSHIP, a Florida
limited partnership; P&S ASSOCIATES,
GENERAL PARTNERSHIP, a
Florida limited partnership; and S&P
ASSOCIATES, GENERAL
PARTNERSHIP, a Florida limited
partnership,

Plaintiffs,

v.

JANET A. HOOKER CHARITABLE
TRUST, a charitable trust, DIANE M.
DEN BLEYKER, an individual, ETTOH
LTD., a Florida limited partnership, JOHN
AND/OR LOIS COMBS, an
individual, ERSICA P. GIANNA,
Trustee, CATHERINE B. & BERRY C.
SMITH, individuals, EDNA A. PROFE
REV. LIV. TRUST, HERBERT IRWIG
REVOCABLE TRUST, HAMPTON
FINANCIAL GROUP, INC., a Florida
corporation, EDITH ROSEN, an
individual, RICHARD F. AND BETTE
WEST, individuals, GREGG WALLICK,
an individual, JAMES AND VALERIA
BRUCE JUDD, individuals, JULIANNE
M. JONES, an individual, JESSE A. AND
LOIS GOSS, Trustees, LISA RYAN, an
individual, GERTRUDE GORDON, an
individual, SAM ROSEN, an individual,

Exhibit "1"

PARAGON VENTURES, LTD., an Austrian limited partnership
 HOLY GHOST FATHERS INTERNATIONAL FUND #2, a Tax-exempt Organization, SUSAN E. MOLCHAN OR THOMAS A. WHITEMAN, individuals, JANET B. MOLCHAN TRUST DTD 05/19194, ROBERT A. UCHIN REV TRUST, HOLY GHOST FATHERS, COMPASSION FUND, a Tax-exempt Organization, HOLY GHOST FATHERS HG-MOMBASA, a Tax-exempt Organization, HOLY GHOST FATHERS INTERNATIONAL FUND #1, a Tax-exempt Organization, HOLY GHOST FATHERS HG-IRELAND/ KENEMA, a Tax-exempt Organization, CONGREGATION OF THE HOLY GHOST - WESTERN PROVIDENCE, a Tax-exempt Organization, ABRAHAM OR RITA NEWMAN, individuals, JOHN J. CROWLEY, and/or JONATHAN CROWLEY, individuals, ALEX E. MOLCHAN TRUST DTD 05/19/94, and ANN OR MICHAEL SULLIVAN, individuals,

Defendants.

AFFIDAVIT OF _____

I, Joseph Gaglione, under penalties of perjury, state as follows:

1. My name is Joseph Gaglione I am over the age of eighteen years of age and

competent to testify to the matters set forth in this Affidavit. I have personal knowledge of the matters set forth in this Affidavit.

2. I am the former treasurer for the Congregation of the Holy Ghost -

Western Province.

3. On November 13, 2012, the Congregation of the Holy Ghost - Western Province

received a demand letter from Margaret J. Smith, the Managing General Partner of P&S Associates, General Partnership. A copy of the demand letter and corresponding attachment is attached hereto as Exhibit "A".

4. As former treasurer, I personally received and reviewed the demand letter

that was addressed to the Congregation of the Holy Ghost - Western Province.

5. The demand letter stated that a review of the Partnership's books and records as of December 31, 2008 indicated that the Congregation of the Holy Ghost - Western Province received excess distributions totaling \$182,532.35. Attached to the demand letter was a detailed account statement of the funds contributed and disbursed from the Congregation of the Holy Ghost - Western Province's capital account from December 1992 through December 2008.

6. A review of the account statement demonstrated that the Congregation of the Holy Ghost - Western Province contributed \$100,000 to the Partnership on December 20, 1995, and another \$100,000 on October 22, 1996. The statement also demonstrated that the Congregation of the Holy Ghost - Western Province received its first distribution on January 6, 1997. Based on my review of the demand letter and account statement, it was determined that the

last of the distributions to the Congregation of the Holy Ghost - Western Province was made on January 31, 2003.

7. Thus, a review of the account statement attached to the demand letter indicates that during the period from December 20, 1995 to January 31, 2003, the Congregation of the Holy Ghost - Western Province contributed \$200,000 to the Partnership and received \$382,532.35 in distributions. According to the account statement that was received in connection with the demand letter, no distribution was received by the Congregation of the Holy Ghost - Western Province during the last ten years.

8. Under penalty of perjury I state that the foregoing is true and correct. I am aware that if any statement made by me is false, I am subject to punishment.

Leo Jack Spina, P/W
August 9, 2013

By: _____



GLASSRATNER

November 13, 2012

Congregation of the Holy Ghost - Western Providence
1700 West Alabama Street
Houston, TX 77087

Re: **P&S Associates, General Partnership**
Case No.: 12-24051

Dear Sir or Madam:

Please be advised that on August 29, 2012, Michael D. Sullivan resigned and Margaret J. Smith was appointed as Managing General Partner of P&S Associates, General Partnership ("P&S" or the "Partnership"). Pursuant to ¶8.02 of the Amended and Restated Partnership Agreement dated December 1994, "the Managing General Partner [is] authorized and empowered to carry out and implement any and all purposes of the Partnership" including but not limited to (d) "to take any actions and to incur any expense on behalf of the Partnership that may be necessary or advisable in connection with the conduct of the Partnership's affairs".

Review of the Partnership books and records as of December 31, 2008 indicates you received funds in excess of contributions totaling **\$182,532.35**. Enclosed for your reference as **Exhibit A** is the detail of the funds contributed and funds disbursed from your capital account from December 1992 through December 2008. The immediate return of funds totaling \$182,532.35 to P&S is hereby requested.

To encourage a speedy and effective resolution of this matter prior to the commencement of litigation against you, we will accept **\$164,279.12** in full satisfaction of the amount claimed, if paid within 10 calendar days of the date of this letter. This represents a 10% discount of the amount which the Partnership may sue you for if this matter is not resolved as set forth above.

Accordingly, we demand payment of **\$164,279.12** in immediately available U.S. funds within 10 calendar days of the date of this letter, payable to:

Berger Singerman, LLP Trust Account
Attn: Etan Mark, Esq.
1450 Brickell Avenue
Suite 1900
Miami, FL 33131

In the absence of a timely, conforming payment, Berger Singerman, on behalf of P&S, will take appropriate action, including the filing of a Complaint seeking recovery of all sums due, plus interest and costs of collection.

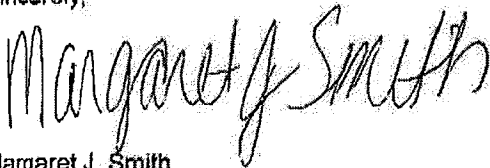
Exhibit "A"

November 13, 2012

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Be assured that we want to treat everyone fairly and to minimize the cost of responding to this demand letter for return of funds. Should you wish to do so, we are willing to schedule a call or meeting with you to discuss this matter. However, because time is of the essence, and to avoid litigation, we must receive either payment, a request for a timely call or meeting or an explanation (**including** copies of **all** cancelled checks, wire transfer advices and relevant agreements) of why you do not owe the sum demanded within 10 calendar days of this letter. If we elect to forbear from the commencement of litigation, entry into an acceptable tolling agreement may be required. To discuss this matter further, you may contact me via email at msmith@glassratner.com or by phone at 305-358-6092.

Sincerely,



Margaret J. Smith
msmith@glassratner.com

P & S Associates, General Partnership

General Partner Statement - Cash Basis

Bank	Account	Transferor/ Transferee	Statement Clearing Date	Check #	General Partner	Funds Received	Funds Disbursed	Net Funds Received (Disbursed)
S.O.A.	3-907867-3		12/20/95		Congregation of the Holy Ghost - Western Providence	\$ 100,000.00	\$ -	
S.O.A.	3-907867-14		10/22/96		Congregation of the Holy Ghost - Western Providence	100,000.00	-	
S.O.A.	3-907867-3		01/08/97	1418	Congregation of the Holy Ghost - Western Providence	-	5,539.53	
S.O.A.	3-907867-3		04/04/97	1431	Congregation of the Holy Ghost - Western Providence	-	6,258.76	
S.O.A.	3-907867-3		07/03/97	1445	Congregation of the Holy Ghost - Western Providence	-	6,446.46	
S.O.A.	3-907867-17		10/08/97	1463	Congregation of the Holy Ghost - Western Providence	-	6,672.05	
S.O.A.	3-907867-3		01/05/98	1474	Congregation of the Holy Ghost - Western Providence	-	6,657.59	
S.O.A.	3-907867-3		04/06/98	1492	Congregation of the Holy Ghost - Western Providence	-	6,508.72	
S.O.A.	3-907867-3		07/08/98	1504	Congregation of the Holy Ghost - Western Providence	-	6,656.37	
SouthTrust	39-078-673		10/07/98	1606	Congregation of the Holy Ghost - Western Providence	-	6,808.00	
SouthTrust	39-078-673		01/14/99	1617	Congregation of the Holy Ghost - Western Providence	-	6,745.43	
SouthTrust	39-078-673		04/21/99	1630	Congregation of the Holy Ghost - Western Providence	-	6,689.29	
SouthTrust	39-078-673		07/19/99	1649	Congregation of the Holy Ghost - Western Providence	-	6,838.82	
SouthTrust	39-078-673		10/22/99	1664	Congregation of the Holy Ghost - Western Providence	-	7,102.15	
SouthTrust	39-078-673		01/18/00	1679	Congregation of the Holy Ghost - Western Providence	-	7,074.41	
SouthTrust	39-078-673		04/17/00	1692	Congregation of the Holy Ghost - Western Providence	-	6,990.49	
SouthTrust	39-078-673		07/17/00	1710	Congregation of the Holy Ghost - Western Providence	-	7,096.08	
SouthTrust	39-078-673		10/18/00	1727	Congregation of the Holy Ghost - Western Providence	-	7,156.58	
SouthTrust	39-078-673		01/11/01	1740	Congregation of the Holy Ghost - Western Providence	-	7,071.63	
SouthTrust	39-078-673		04/11/01	1758	Congregation of the Holy Ghost - Western Providence	-	6,838.46	
SouthTrust	39-078-673		07/13/01	1778	Congregation of the Holy Ghost - Western Providence	-	6,975.46	
SouthTrust	39-078-673		10/29/01	1794	Congregation of the Holy Ghost - Western Providence	-	7,007.58	
SouthTrust	39-078-673		01/24/02	1813	Congregation of the Holy Ghost - Western Providence	-	6,896.61	
SouthTrust	39-078-673		04/23/02	1836	Congregation of the Holy Ghost - Western Providence	-	6,821.75	
SouthTrust	39-078-673		07/16/02	1854	Congregation of the Holy Ghost - Western Providence	-	6,686.72	
SouthTrust	39-078-673		07/16/02	1863	Congregation of the Holy Ghost - Western Providence	-	217,000.00	
SouthTrust	39-078-673		01/23/03	1909	Congregation of the Holy Ghost - Western Providence	-	9,477.41	
SouthTrust	39-078-673		01/31/03	1913	Congregation of the Holy Ghost - Western Providence	-	516.00	
Congregation of the Holy Ghost - Western Providence Total						\$ 200,000.00	\$ 382,532.35	\$ (182,532.35)

DRAFT
Privileged and Confidential