

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

UNITED STATES OF AMERICA

Criminal No: 6:24-cr-0032-TMC

v.

PLEA AGREEMENT

LIMITED PROPERTES, INC.

General Provisions

This PLEA AGREEMENT is made this 23 day of July, 2024, between the United States of America, as represented by United States Attorney ADAIR F. BOROUGHS, Assistant United States Attorneys Carrie Fisher Sherard and Leesa Washington; the Defendant, LIMITED PROPERTIES, INC., and the Defendant's attorneys, Ryan L. Beasley, A. Lance Crick, William W. Wilkins, Sloan Ellis, and Brandi Hinton.

IN CONSIDERATION of the mutual promises made herein, the parties agree as follows:

1. The Defendant agrees to plead guilty to Counts 1 and 15 of the Superseding Indictment now pending, which charges, conspiracy to commit wire fraud, a violation of Title 18 U.S.C. § 1349, and conspiracy to commit money laundering, a violation of 18 U.S.C. § 1956(h). To sustain its burden of proof, the Government is required to prove the following:

Count 1
(Wire Fraud Conspiracy)

1. Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit a fraud crime listed in Title 18 Chapter 63, as charged in the indictment; and
2. The defendant knew the unlawful purpose of the plan and willfully joined in it.

The penalty for this offense is: a fine of \$500,000 or twice the gross gain, whichever is greater; five years probation; and a special assessment of \$400.

Count 15
(Money Laundering Conspiracy)

1. Two or more persons, in some way or manner, formed, reached, or entered into an agreement or understanding to violate 18 U.S.C. § 1956, as charged in the indictment;
2. At some time during the existence or life of the conspiracy, agreement, or understanding, the defendant knew the purpose of the agreement, and deliberately joined the conspiracy, agreement, or understanding.

The penalty for this offense is: fine of \$500,000 or twice the value of property involved in the transaction, whichever is greater; five years probation; and a special assessment of \$400.

2. The Defendant understands and agrees that monetary penalties [i.e., special assessments, restitution, fines, and other payments required under the sentence] imposed by the Court are due and payable immediately and subject to enforcement by the United States as civil judgments, pursuant to 18 U.S.C. § 3613. In the event the Court imposes a schedule for payment of restitution, the Defendant also understands that payments made in accordance with installment schedules set by the Court are minimum payments only and do not preclude the Government from seeking to enforce the judgment against other assets of the Defendant at any time, as provided in 18 U.S.C. §§ 3612, 3613 and 3664(m), and 2259(b)(2).

The Defendant further agrees to enter into the Bureau of Prisons Inmate Financial Repayment Program if sentenced to a term of incarceration with an unsatisfied monetary penalty. The Defendant further understands that any monetary penalty imposed is not dischargeable in bankruptcy.

- A. Special Assessment: Pursuant to 18 U.S.C. § 3013, the Defendant must pay a special assessment of \$100.00 for each felony count for which she/he is convicted. This special assessment must be paid at or before the time of the guilty plea hearing, or during participation in the Bureau of Prisons Inmate Financial Repayment Program if this plea results in incarceration.
- B. Restitution: The Defendant agrees to make full restitution under 18 U.S.C. § 3556 in an amount to be determined by the Court at the time of sentencing, which amount

is not limited to the count(s) to which the Defendant pled guilty, but will include restitution to each and every identifiable victim who may have been harmed by its scheme or pattern of criminal activity, pursuant to 18 U.S.C. §§ 2259, 3663, 3663A, and 3664. The Defendant agrees to cooperate fully with the Government in identifying all victims. Upon demand, the Defendant shall submit a personal financial statement under oath and submit to interviews by the Government and the U.S. Probation Office regarding the Defendant's capacity to satisfy any fines or restitution. The Defendant expressly authorizes the U.S. Attorney's Office to immediately obtain a credit report on the Defendant in order to evaluate the Defendant's ability to satisfy any financial obligation imposed by the Court. The Defendant understands that the Defendant has a continuing obligation to pay in full as soon as possible any financial obligation imposed by the Court.

C. Fines: The Defendant understands that the Court may impose a fine pursuant to 18 U.S.C. §§ 3571 and 3572.

3. Provided the Defendant complies with all the terms of this Agreement, the United States agrees to move to dismiss the remaining counts of the Indictment [and any other indictments under this number] at sentencing. The Defendant understands that the Court may consider these dismissed counts as relevant conduct pursuant to §1B1.3 of the United States Sentencing Commission Guidelines.

4. The Defendant understands that the obligations of the Government within the Plea Agreement are expressly contingent upon the Defendant's abiding by federal and state laws and complying with any bond executed in this case. In the event that the Defendant fails to comply with any of the provisions of this Agreement, either express or implied, the Government will have the right, at its sole election, to void all of its obligations under this Agreement and the Defendant will not have any right to withdraw its plea of guilty to the offense(s) enumerated herein.

Forfeiture

5. The Defendant agrees to voluntarily surrender to, and not to contest the forfeiture by, the United States of America of any and all assets and property, or portions thereof, owned or purchased by the Defendant which are subject to forfeiture pursuant to any provision of law and

which are in the possession or control of the Defendant or Defendant's nominees. The assets to be forfeited specifically include but are not limited to the assets listed in Attachment A to this Plea Agreement.

With regard to each and every asset listed in the Indictment, Superseding Indictment, Information, and any Bill of Particulars and/or seized in a related investigation or administrative, state, or local action, the Defendant stipulates and agrees:

The Defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial, or administrative forfeiture action. The Defendant also hereby agrees to waive all constitutional, statutory, and procedural challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

To its forfeiture herein, if necessary, as substitute property under 21 U.S.C. § 853(p), as made applicable by 18 U.S.C. § 982(b)(1) or any other statute, or in a separate administrative or civil judicial proceeding.

That the Defendant has or had a possessory interest or other legal interest in each item or property.

To assist the United States in the recovery of all assets by (i) taking whatever steps are necessary or requested by the United States to pass clear title to the United States; (ii) preventing the disbursement of any moneys and sale of any property or assets; (iii) not encumbering or transferring any real estate after the Defendant's signing of this Plea Agreement; and (iv) directing all financial institutions to turn over and surrender to the United States all funds and records regarding accounts listed in any document signed by the Defendant pursuant to this Plea Agreement, as criminal proceeds or substitute property.

The Defendant waives all rights to notice of forfeiture under Rule 32.2 and of any other action or proceeding regarding such assets. The Defendant consents and waives all rights to compliance by the United States with any applicable deadlines under 18 U.S.C. § 983(a). Any related administrative claim filed by the Defendant is hereby withdrawn.

Pursuant to Rule 32.2(b)(4), the Defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the Defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the

Defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

If the United States discovers that the Defendant has not fully disclosed all assets, the United States may seek forfeiture of any subsequently-discovered assets, and the Defendant agrees to the immediate forfeiture of any such assets.

The Defendant further agrees to make a full and complete disclosure of all assets over which the Defendant exercises control and those which are held or controlled by nominees. The Defendant agrees that Federal Rule of Criminal Procedure 11 and § 1B1.8 of the United States Sentencing Commission Guidelines will not protect from forfeiture, assets disclosed by the Defendant as part of its cooperation. The Defendant further agrees to submit to a polygraph examination on the issue of assets if it is deemed necessary by the United States.

The Defendant agrees to waive any double jeopardy claims the Defendant may have as a result of a forfeiture proceeding against any of these properties as provided for by this Plea Agreement and agrees to waive any claims that the forfeiture described herein constitutes an excessive fine.

Forfeiture of the Defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the Defendant in addition to forfeiture. The United States may use the value of forfeited property for restitution but is not required to do so.

7. The Defendant also agrees to voluntarily transfer all right, title, interest, and claim in the above-described property and/or assets to the United States of America. Furthermore, the Defendant attests, under penalty of perjury, that the Defendant owns the above-described property and/or assets free of any liens and encumbrances, and that no other person or entity has a claim to the above-described property and/or assets.

Merger and Other Provisions

8. The Defendant represents to the Court that it has met with its attorneys on a sufficient number of occasions and for a sufficient period of time to discuss the Defendant's case and receive advice; that the Defendant has been truthful with its attorneys and related all information of which the Defendant is aware pertaining to the case; that the Defendant and its attorneys have discussed possible defenses, if any, to the charges in the Indictment including the existence of


any exculpatory or favorable evidence or witnesses, discussed the Defendant's right to a public trial by jury or by the Court, the right to the assistance of counsel throughout the proceedings, the right to call witnesses in the Defendant's behalf and compel their attendance at trial by subpoena, the right to confront and cross-examine the Government's witnesses, the Defendant's right to testify in its own behalf, or to remain silent and have no adverse inferences drawn from its silence; and that the Defendant, with the advice of counsel, has weighed the relative benefits of a trial by jury or by the Court versus a plea of guilty pursuant to this Agreement, and has entered this Agreement as a matter of the Defendant's free and voluntary choice, and not as a result of pressure or intimidation by any person.

9. The Defendant is aware that 18 U.S.C. § 3742 and 28 U.S.C. § 2255 afford every defendant certain rights to contest a conviction and/or sentence. Acknowledging those rights, the Defendant, in exchange for the concessions made by the Government in this Plea Agreement, waives the right to contest either the conviction or the sentence in any direct appeal or other post-conviction action, including any proceedings under 28 U.S.C. § 2255. This waiver does not apply to claims of ineffective assistance of counsel, prosecutorial misconduct, or future changes in the law that affect the Defendant's sentence. This Agreement does not affect the rights or obligations of the Government as set forth in 18 U.S.C. § 3742(b). Nor does it limit the Government in its comments in or responses to any post-sentencing matters.

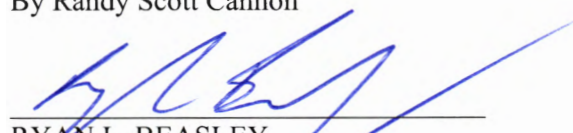
10. The Defendant waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

11. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations, and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

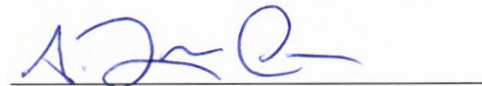
7-19-24
Date


LIMITED PROPERTIES, DEFENDANT
By Randy Scott Cannon

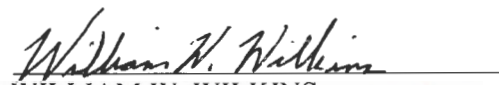
7-19-24
Date


RYAN L. BEASLEY
ATTORNEY FOR DEFENDANT

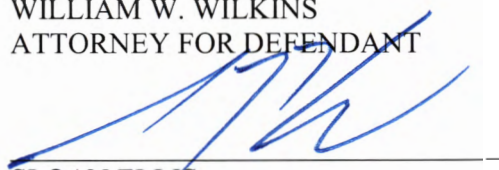
7-19-2024
Date


A. LANCE CRICK,
ATTORNEY FOR DEFENDANT

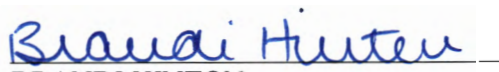
7-19-24
Date


WILLIAM W. WILKINS
ATTORNEY FOR DEFENDANT

7-19-24
Date

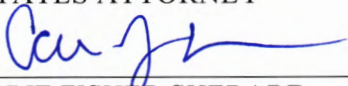

SLOAN ELLIS
ATTORNEY FOR DEFENDANT

7/19/24
Date


BRANDI HINTON
ATTORNEY FOR DEFENDANT

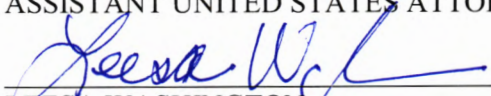
ADAIR F. BOROUGHS
UNITED STATES ATTORNEY

7/23/24
Date

BY: 

CARRIE FISHER SHERARD
ASSISTANT UNITED STATES ATTORNEY

7/23/24
Date

BY: 

LEESA WASHINGTON
ASSISTANT UNITED STATES ATTORNEY

**CORPORATE RESOLUTION FOR
LIMITED PROPERTIES, INC.**

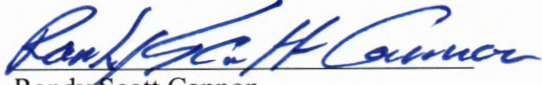
Be it known that the officers of the company of Limited Properties, Inc. ("Limited Properties") met on the 19th day of July 2024 for the purpose of entering into a plea agreement with the United States of America, and,

RESOLVED, that Limited Properties desires to enter into the plea agreement and subsequent guilty plea in the courts of the United States, and further,

RESOLVED, that Randy Scott Cannon is a fit and proper person to enter into the plea agreement on behalf of Limited Properties, and further,

RESOLVED, that Randy Scott Cannon is hereby authorized to enter into a plea agreement on behalf of Limited Properties and a subsequent guilty plea in the courts of the United States of America and to take such further action as appears necessary or desirable to carry into effect the intent and purpose of the foregoing resolutions.

Be it so resolved.


Randy Scott Cannon
owner (Position/title)
Limited Properties, Inc.

ATTACHMENT A

I. Assets Seized from 113 Welcome Street, Greenville, SC

- (1) One (1) OSCILLATING FAN WITH REMOTE
- (2) Two (2) ANGLER BEST ELECTRIC FILET KNIFE
- (3) One (1) APEX MULTI TOOL KIT
- (4) Two (2) APPALACHIAN TRAIL 25 PIECE KNIFE SET
- (5) Four (4) BLACK & DECKER 129 PIECE DRILL & SCREWDRIVER SETS
- (6) Three (3) BLACK & DECKER 137 PIECE DRILL & SCREWDRIVER SETS
- (7) Two (2) BLACK & DECKER HOME ESSENTIALS KITS
- (8) One (1) BLACK AND DECKER CABINET
- (9) One (1) BLACKMAX PRESSURE WASHER
- (10) One (1) BOSCHE 10 PIECE RECIPROCATING SAW BLADES
- (11) One (1) BRASS TORCH KIT
- (12) Four (4) CENTURY CONNECTION HEATER
- (13) One (1) Channel Lock
- (14) One (1) Channel Lock - Pilers
- (15) One (1) COMFORT ZONE HEATER
- (16) Two (2) CORONA PRUNERS
- (17) One (1) CRAFTSMAN 2 CYCLE BACKPACK BLOWER
- (18) One (1) CRAFTSMAN 2 CYCLE WEED EATER
- (19) One (1) Crescent Pilers
- (20) One (1) Box Deckmate 2IN screws
- (21) One (1) Box Deckmate 3IN screws
- (22) Two (2) DEFIANT MOTION SECURITY LIGHT
- (23) Three (3) DELTA FAUCETS
- (24) One (1) DEWALT ½ SPADE HANDLE DRILL
- (25) Three (3) DEWALT 100 PIECE DRILL BIT SETS
- (26) One (1) DEWALT 105 PIECE DRILL SET
- (27) Two (2) Dewalt 10-piece Drill Bit Sets
- (28) Two (2) DEWALT 12" COMPACT CHAIN SAW
- (29) One (1) DEWALT DOUBLE BEVEL COMPOUND MITER SAW
- (30) Three (3) DEWALT 120 PIECE DRILL BIT SET

- (31) Three (3) DEWALT 14 PIECE SET DRILL BIT SETS
- (32) One (1) DEWALT PIECE TAP AND DIE SET
- (33) Four (4) DEWALT 14" WEED EATERS
- (34) One (1) DEWALT 15 PIECE SAWZAW BLADE SET
- (35) One (1) DEWALT 16 GAUGE CORD NAILER
- (36) Two (2) DEWALT 16 PIECE DRILL BIT SETS
- (37) Seven (7) DEWALT 16 PIECE SAWZAW BLADE SETS
- (38) One (1) DEWALT 18 PIECE DRILL BIT SET
- (39) Four (4) DEWALT 18V 4 TOOL COMBO KITS
- (40) One (1) DEWALT 2 PIECE 20V BRUSHLESS COMBO KITS
- (41) Three (3) Dewalt 20V Chain Saw
- (42) Six (6) DEWALT 20V CIRCULAR SAWS
- (43) Four (4) Dewalt 20V batteries
- (44) One (1) Dewalt 20V Drill driver
- (45) Five (5) DEWALT 20V DRILL DRIVERS
- (46) One (1) DEWALT 20V IMPACT DRIVER COMBO SET
- (47) Two (2) DEWALT 20V JIGSAW
- (48) One (1) DEWALT 20V POWER CLEANER
- (49) One (1) DEWALT 23 GAUGE PIN NAILER KIT
- (50) One (1) DEWALT 230 BIT SET
- (51) One (1) DEWALT 27 PIECE DRILL BIT SET
- (52) One (1) DEWALT 29 PIECE DRILL BIT SET
- (53) One (1) Dewalt 29 piece drill bit set
- (54) Three (3) DEWALT 20V BRUSHLESS MOWER
- (55) Fifteen (15) DEWALT 30 PIECE DRILL BIT SETS
- (56) One (1) DEWALT 37 PIECE DRILL BIT SET
- (57) Two (2) DEWALT 4.5 GALLON COMPRESSORS
- (58) One (1) DEWALT 5 20 V COMBO BOX SET
- (59) One (1) DEWALT 5' ORBITAL SANDERS
- (60) One (1) 6 PIECE SAWZAW BLADE SET
- (61) Two (2) DEWALT ADJUSTABLE WRENCHES
- (62) One (1) Dewalt Air Hose
- (63) One (1) Dewalt Air Inflater
- (64) One (1) DEWALT ANGLE GRINDER
- (65) Five (5) DEWALT BACKPACK SPRAYERS

- (66) One (1) DEWALT BAG WITH TOOLS
- (67) One (1) Dewalt Bandsaw
- (68) One (1) DEWALT BATTERY CHARGER
- (69) One (1) DEWALT BATTERY PACKAGE
- (70) Two (2) DEWALT BLACK FANS
- (71) One (1) Dewalt Blade Case and 2 Refill Packs
- (72) Two (2) Dewalt Chargers (DCB 107)
- (73) One (1) Dewalt charger (DCB 112)
- (74) One (1) Dewalt Circular Saw
- (75) One (1) Dewalt Circular Saw Kit (7-1/4")
- (76) One (1) Dewalt Compact Chainsaw
- (77) One (1) Dewalt Compact Series 50 Piece
- (78) One (1) DEWALT CORDED BANSAW
- (79) Two (2) DEWALT CORDLESS FANS
- (80) One (1) DEWALT ELECTRIC COLD WATER POWER WASHER
- (81) Three (3) DEWALT ELECTRIC STAPLERS
- (82) One (1) DEWALT ELECTRIC STAPLER
- (83) Two (2) Dewalt Flex Volts
- (84) One (1) Dewalt Flex Volt 60V - battery
- (85) One (1) DEWALT FLOORING STAPLES
- (86) One (1) DEWALT GAS POWERED PRESSURE WASHERS
- (87) One (1) DEWALT HAMMER DRILL
- (88) Five (5) DEWALT HAND PLANERS
- (89) One (1) Dewalt Handheld Blower
- (90) Two (2) DEWALT HEAVY DUTY BELT SANDER KITS
- (91) Four (4) DEWALT HEAVY DUTY COMPACT JIG SAW
- (92) One (1) DEWALT HEAVY DUTY CORDED PALM SANDER KIT
- (93) One (1) DEWALT HEAVY DUTY HAMMER DRILL
- (94) One (1) DEWALT HEAVY DUTY WORK SITE CHARGER/RADIO
- (95) One (1) Dewalt Hedge Trimmer
- (96) One (1) Dewalt Impact Wrench XR
- (97) Three (3) DEWALT JIGSAW KITS
- (98) One (1) Dewalt Jump Start
- (99) One (1) Dewalt LED light
- (100) Two (2) Dewalt magnetic nut drivers

- (101) One (1) DEWALT NAIL & COMPRESSOR SET
- (102) Four (4) Dewalt one inch drill bits
- (103) One (1) Dewalt PLYERS
- (104) Two (2) Dewalt pocket and folding knife kit
- (105) One (1) Dewalt Pole Saw
- (106) One (1) DEWALT PRESSURE WASHER SURFACE CLEANER
- (107) One (1) DEWALT PRO ORGANIZER
- (108) One (1) Dewalt Reciprocating Kit
- (109) One (1) Dewalt Reciprocating Saw Blade Kit (10 piece)
- (110) One (1) Dewalt Reciprocating Saw Blade Kit (16 piece)
- (111) One (1) Dewalt Sander Pad
- (112) One (1) Dewalt Screwdriver Bit Set
- (113) One (1) Dewalt Spotlight
- (114) Two (2) DEWALT TABLE SAWS
- (115) One (1) DEWALT TAPE MEASURE KIT
- (116) One (1) DEWALT TOUGH SYSTEM
- (117) One (1) DEWALT TOUGH SYSTEM MUSIC & CHARGER
- (118) One (1) DEWALT VSR STUD AND DRILL
- (119) One (1) DEWALT WORKSITE RADIO/CHARGER
- (120) Four (4) Diablo Bi-Metal Reciprocating Saw Blade Sets
- (121) Two (2) DIABLO RECIPROCATING SAW BLADES
- (122) One (1) Diablo Saw Zall blade
- (123) Two (2) DSR JUMP STARTER
- (124) One (1) DURALAST 90 PIECE MECHANIC SET
- (125) One (1) Dyson Stick Vacuum
- (126) One (1) EARTHQUAKE IMPACT DRIVER
- (127) One (1) ECO CORDLESS MOWER
- (128) One (1) ECO HEDGE TRIMMER
- (129) One (1) Energizer 9V
- (130) One (1) EVERBILT POOL COVER PUMP
- (131) Three (3) EVERBILT SHALLOW WELL PUMPS
- (132) One (1) EXPER GRILL
- (133) Two (2) FEATURE COMFORT HEATERS
- (134) One (1) FLOTEC UTILITY PUMP
- (135) Two (2) Gear Wrench Sets

- (136) Two (2) GEARWRENCH 106 PIECE WRENCH SETS
- (137) One (1) GEARWRENCH 20 PIECE SET
- (138) One (1) GENERAC PORTABLE GENERATOR
- (139) Two (2) GLACIER BAY FAUCETS
- (140) Two (2) GLACIER BAY WATER DISPENSER
- (141) Three (3) GOOGLE NEST CAMERAS
- (142) One (1) Google Nest Doorbell
- (143) One (1) Google Nest Hub
- (144) One (1) Google Nest Mini
- (145) One (1) GORILLA LADDER
- (146) Two (2) GRAINGER BOX CONTAINING HITACHI NAILER
- (147) One (1) Gray duct tape (3 pack)
- (148) Four (4) HAMPTON BAY CHANDELIER LIGHT FIXTURES
- (149) Three (3) HAMPTON BAY PENDANT LIGHT FIXTURES
- (150) Two (2) HAMPTON BAY SCONCE LIGHT FIXTURES
- (151) Two (2) HAMPTON BAY VANITY LIGHT FIXTURES
- (152) One (1) HAMPTON BAY CEILING FAN (GLYNDALE)
- (153) Five (5) HOME DECORATOR FLUSH MOUNT LIGHT FIXTURES
- (154) Two (2) HOME DECORATORS PENDANT LIGHT FIXTURE
- (155) Two (2) HOMELIFE CYCLE GAS BLOWERS
- (156) One (1) HONDA HRX LAWN MOWER
- (157) One (1) HONDA INVERTER
- (158) Three (3) HONEYWELL COOL MIST HUMIDIFIER
- (159) Seven (7) HONEYWELL ELECTRIC HEATERS
- (160) One (1) HUSGUAVH CHAIN SAW
- (161) One (1) HUSGUAVH TREE TRIMMER
- (162) One (1) HUSKY 101 PIECE SET
- (163) One (1) HUSKY 16 PIECE ADAPTER SET
- (164) One (1) HUSKY 185 PIECE SET MECHANICS SET
- (165) One (1) HUSKY 2 PACK KNIFE SET
- (166) Two (2) Husky 28 PIECE WRENCH SET
- (167) One (1) HUSKY 4.5 GALLON WET/DRY VAC
- (168) One (1) HUSKY 50 PIECE MECHANICS TOOL SET
- (169) One (1) Husky 50 Piece Mechanics Tool Set
- (170) One (1) Husky Mechanics 185 Piece Tool Set

- (171) One (1) HUSKY TWIN HEAD WORK LIGHT
- (172) Two (2) HUSKY 28 PIECE WRENCH SET
- (173) One (1) HYDRONIC PORTABLE BASEBOARD HEATER
- (174) One (1) ION Total PA System
- (175) One (1) IRWIN 5 PIECE SPADE BIT SET
- (176) One (1) IRWIN 53 PIECE SET
- (177) Fourteen (14) J&D Combination Set
- (178) One (1) Kamodo Joe Ceramic Grill
- (179) One (1) Kamodo Joe Ceramic Grill - RED
- (180) One (1) KOBALT 13 PIECE SET
- (181) One (1) KOBALT CIRCULAR SAW
- (182) Two (2) KOBALT DC INFLATORS
- (183) One (1) Kobalt Precision Screwdriver
- (184) One (1) KOLBALT106 PIECE SET
- (185) Three (3) KOBALT 7 PIECE WRENCH SET
- (186) Three (3) KOLBALT JIG SAWS
- (187) One (1) KOLBALT KNIFE KIT
- (188) Eight (8) LASKO HEATERS
- (189) One (1) LASKO TURKEY FRYER
- (190) One (1) MAGIC CHEF ICE MAKER
- (191) One (1) MAKITA LEAF BLOWER
- (192) One (1) Milwaukee Tool set
- (193) One (1) MILWAUKEE 120 PIECE SET
- (194) Two (2) Milwaukee 20 piece universal kit
- (195) Ten (10) MILWAUKEE 23 PIECE SETS
- (196) One (1) MILWAUKEE 25 PIECE RACHET/SOCKET SET
- (197) Five (5) MILWAUKEE 25 PIECE SETS
- (198) One (1) MILWAUKEE 38" RATCHET SET
- (199) One (1) MILWAUKEE 43 PIECE SOCKET KIT
- (200) One (1) MILWAUKEE 45 PIECE DRIVER BIT SET
- (201) Two (2) MILWAUKEE CHAIN SAWS
- (202) One (1) Milwaukee Compact Brushless 2-Tool Combo Kit
- (203) Three (3) MILWAUKEE MULTI TOOL COMBOS
- (204) One (1) Milwaukee Pole Saw Kit
- (205) One (1) Milwaukee Rafter Squares

- (206) Two (2) MILWAUKEE RECIPROCATING SAW / HOLE DOZER
- (207) One (1) MILWAUKEE ROTARY HAMMER
- (208) One (1) Milwaukee Saw Zall blade
- (209) One (1) MILWAUKEE SAWZAW BLADE
- (210) Two (2) MILWAUKEE SCREW DRIVER SETS
- (211) One (1) MOEN FAUCET
- (212) One (1) Mohen Faucet
- (213) One (1) Money Counter
- (214) Three (3) Nest Cameras
- (215) Two (2) NEXGRILL 2 BURNER PORTABLE GAS GRILLS
- (216) One (1) NexGrill Oakford Pellet Grill
- (217) One (1) ORBIT TIMER
- (218) Seventeen (17) OREGON CHAIN SAW CHAIN PACKS
- (219) Two (2) Paint brushes
- (220) Seven (7) PATTON HEATERS
- (221) Five (5) PFISTER FAUCETS
- (222) Four (4) PLANO TACKLE BOXES
- (223) One (1) POULAN PRO CHAINSAW
- (224) One (1) POWER 2 PACK CHAINSAW CHAIN SET
- (225) One (1) Power Bright Inverter
- (226) One (1) POWERMATE AIR COMPRESSOR
- (227) One (1) PRESENZA RANGE HOOD
- (228) One (1) PROGRESS LIGHT FIXTURE
- (229) Eight (8) PROTEMP HEATERS
- (230) One (1) Red duct tape
- (231) One (1) RED INDUSTRIAL HOSE
- (232) One (1) RIGID 18V BATTERY
- (233) Two (2) RIGID 18V CIRCULAR SAW
- (234) One (1) RIDGID CHARGER
- (235) Two (2) RIGID RECIPROCATING SAWS
- (236) One (1) RIGID SURGE PROTECTOR
- (237) One (1) RIGID SHOP VAC
- (238) Two (2) RIVAL CROCKPOT
- (239) Four (4) RUG DOCTOR
- (240) One (1) RYOBI PRESSURE WASHER

- (241) Two (2) Samsung TVS - 50 inch - AU8000
- (242) Two (2) SCHUMACHER BATTERY CHARGERS
- (243) Three (3) SHOP VACS
- (244) One (1) SHOP VAC HANG UP
- (245) One (1) SIGNATURE WATERFALL FOUNTAIN
- (246) Three (3) STANLEY PORTABLE LIGHTS
- (247) One (1) Stanley Screwdriver Set and Storage Rack
- (248) Three (3) STANLEY TAPE MEASURE KITS
- (249) One (1) STIHL CHAIN SAW
- (250) One (1) STIHL DR60 BACKPACK BLOWER
- (251) One (1) STIHL LEAF BLOWER
- (252) Seven (7) SUNBEAM ELECTRIC HEATERS
- (253) Ten (10) SUNBEAM HUMIDIFIERS
- (254) Eight (8) TASK FORCE 20 PIECE SOCKET SETS
- (255) Two (2) TASK FORCE 39 PIECE TOOL SETS
- (256) Six (6) TASK FORCE 47 PIECE HOME REPAIR KITS
- (257) One (1) TASK FORCE 51 PIECE MECHANICS TOOL SET
- (258) Thirteen (13) TASK FORCE KNIFE COMBO SETS
- (259) One (1) VECTOR POWER INVERTER
- (260) One (1) Vissani Stainless Steel Fridge/Freezer
- (261) One (1) WEBER TRAVEL GRILL
- (262) One (1) WERNER 2 FOOT LADDER
- (263) Two (2) WERNER 28 FOOT EXTENSION LADDERS
- (264) Eight (8) WERNER 4 FT LADDERS
- (265) Nine (9) WERNER 6 FT LADDERS
- (266) Four (4) WERNER PLATFORM LADDERS
- (267) One (1) WESTINGTON CEILING FAN
- (268) One (1) YETI 12 COOLER-YELLOW
- (269) One (1) YETI 65 COOLER-BLUE & GRAY
- (270) One (1) Yeti Hopper Flip - with tag (Yellow)
- (271) One (1) Yeti Hopper Flip (gray) - with tag
- (272) Five (5) ZENITH MEDICINE CABINETS

II. Vehicles:

- (1) 2021 Red Ford F350 Truck
VIN#: 1FT8W3DT1MED38085
Titled To: Cannon Motors
Seized from Randy Cannon
- (2) 2006 White Lexus LX
VIN#: JTJHT00W464004226
Titled To: Cannon Motors
Seized from Randy Cannon
- (3) 2023 White Mercedes GLS450
VIN#: 4JGFF5KE1PB001358
Titled To: Anita Mathis
Seized from: 212 Conestee Lake Road, Greenville, SC 29607
- (4) 1998 Tan Chevrolet Winnebago/P30
VIN#: 1GBMP37B8W3308009
Seized from Randy Cannon

III. United States Currency/Bank Accounts

- (1) Bank of Travelers Rest Account #xxxx5144
In the name of: Randy Cannon
Valued at: \$1,247,782.69
- (2) \$5,578.00 in United States Currency seized from Randy Cannon
488 S. Academy Street, Greenville, SC
- (3) \$1,864,532.00 in United States Currency seized from
113 Welcome Street, Greenville, SC
- (4) \$1,200.00 in United States Currency seized from
23 Dixie Circle, Greenville, SC

IV. Firearms

- (1) Thompson Center, .223 Remington, SN: S10188
- (2) Jennings Firearms, Bryco 59, SN: 867996

- (3) Remington Rand Inc, No SN or model located
- (4) Smith and Wesson, Lady Smith .38 Special, SN: BSA9120
- (5) Smith and Wesson, Mod 60 .38 Special, SN: R197104
- (6) Rossi, .38 Special, SN: AA518414
- (7) Raven Arms, Model MP-25, .25 Auto, SN: 1154999
- (8) Colt, 380 Auto Mustang, SN: PL107152
- (9) Derringer, .38 Special, SN: 004736
- (10) Rusted Revolver with Black Grip, Smith and Wesson, No SN located
- (11) Walther, P22, SN: L138288
- (12) Bersa, Thunder .380, SN: 426733
- (13) Marlin, Mod 30AW, SN: 04022478, with BSA Scope
- (14) Marlin, .22 Caliber, SN: 26180454
- (15) Steyr Aug, A3, SN: 7USA856, with EO Tech Red Dot
- (16) Mossberg, .22 Caliber, Model 351C, SN: No serial number located
- (17) Thompson Center, .50 Cal Hawken, SN: 321943
- (18) Marlin, Model 60W, SN: 06175877
- (19) Marlin, Mod 336, No SN located
- (20) Unknown Make Break Action .410 Shotgun, SN: 853782
- (21) Stevens 12 Gauge, SN: E772445
- (16) Marlin, Mod 25, .22 Cal, SN: 20751228

- (17) BRNO, .22 LR, SN: 2873
- (18) Berretta, 12 Gauge Shotgun, Model AL2, SN: D10734
- (19) Browning, BAR, SN: 137NZ37252
- (20) Topper, Model 158, 30-30 caliber, SN: AH300534, with Bushnell Scope
- (21) Stevens, .410 break action shotgun, No SN Located
- (22) Remington, .410 Shotgun, SN: 1114818
- (23) Winchester, Model 1300, SN: L3025200
- (24) Ithaca 20 Gauge Shotgun, SN: 371249758
- (25) Winchester, Model 37A 12 Gauge, SN: C1093415
- (26) Unknown Make, 12 Gauge, SN: H050607
- (27) Browning, AS Magnum 12 Gauge, SN: 23039NX151
- (28) Winchester, Ranger, 30-30, SN: 6296738
- (29) Ruger, All Weather, SN: 72062557, with Leupold Scope
- (30) Marlin, Model 60SSK Micro, SN: 02170273, with Simmons Scope
- (31) Thompson Center, .50 Caliber, Muzzle Loader, SN: S23320, with Leupold scope
- (32) Marlin, 39 Carbine, .22 Caliber, SN: 718584
- (33) Stevens, Model ISA, No SN located
- (34) ZBR, OJOBKABRNO, SN: 11055, with BW Scope
- (35) Marlin, Model 7000, .22 Caliber, SN: 02111964

- (36) JC Higgins, Model 1011, No SN located
- (37) Stevens, Model 940D, 20 Gauge, No SN Located
- (38) Weatherby, Mark 5, .257 WBY, SN: BW004589, with Swarovski
- (39) Remington 700, .308 Win, SN: S6469199, with Apex Thermal Scope (SN: 764027956), with Silencer Co Omega .30 Caliber Suppressor, SN: OMG22664
- (40) Lorcin Brand, Model LT-25, .25 caliber, SN: LT170935

V. Body Armor

Safari Land Zero-G Body Armor SN: 01020371 / 01020368