

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM DORCHESTER COUNTY  
In the Court of Common Pleas for the First Judicial Circuit

The Honorable James E. Chellis, Master in Equity

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Case No. 2019-CP-18-02217

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Virgie C. Simmons Family, LLC.....Appellant

vs.

Limetrade, LLC and Limehouse Produce, LLC ..... Respondents

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**APPELLANT'S RETURN TO RESPONDENTS' MOTION TO DISMISS AND  
APPELLANT'S CROSS-MOTION TO AMEND CAPTION**

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Family, LLC*

AND NOW COMES Appellant Virgie C. Simmons Family, LLC ("Appellant"), by and through its undersigned counsel, and files the following Return to Respondent's Motion to Dismiss and Cross-Motion to Amend Caption:

## INTRODUCTION

### A. Background

Appellant filed this lawsuit alleging that Limehouse Produce, Inc. and/or Limetrade, LLC breached the terms of a Business Lease agreement—and certain assignments and renewals thereof—by, *inter alia*, failing to remedy modifications that the original lessee made to the leased premises. Specifically, this lawsuit arises from an April 22, 2004 Business Lease between Appellant and non-party Easy Tray, LLC. (*See Ex. A*). On March 3, 2007, Easy Tray, LLC assigned and delegated the Business Lease to Limehouse Produce, Inc. (*See Ex. B*). On May 24, 2007, Limehouse Produce, Inc. assigned the rights it had acquired (and delegated its obligation) under the Business Lease to Limetrade, LLC. (*See id.*) Limetrade, LLC was dissolved by Articles of Termination filed on August 4, 2017, with a dissolution date of August 3, 2017. (*See Ex. C*). These Articles of Termination represented that Limetrade, LLC had "wound up its business and terminated its existence." (*See id.*).

Appellant served and filed a timely notice of appeal from a Final Order entered after a trial before a Master-in-Equity, which resulted in a judgment against it. On May 30, 2014, Respondents filed the instant Motion to Dismiss<sup>1</sup> this appeal in part. Respondents' Motion to Dismiss argues that the Court should dismiss the appeal as to Limehouse Produce, LLC, because the Complaint was filed against Limehouse Produce Company, Inc. The party named in the Complaint was actually "Limehouse Produce, Inc." (*See Ex. D*). Thus, Respondents' Motion to Dismiss simply complains about Appellant's use of "LLC" in the caption and its Notice of Appeal, rather than "Inc."

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<sup>1</sup> The Court has informed Appellant that all deadlines in this case are being held in abeyance pending resolution of the instant Motion to Dismiss.

For the reasons that follow, the Court should reject Respondents' effort to place form over substance and should deny the Motion to Dismiss. Moreover, to the extent the Court finds that the designation of "LLC" vs. "Inc." matters, Appellant respectfully moves the Court to correct the caption to replace "Limehouse Produce, LLC" with "Limehouse Produce, Inc."

### ARGUMENT

**A. Limehouse Produce, LLC Is Limehouse Produce, Inc.**

Respondents' Motion to Dismiss erroneously argues that the Court should dismiss Limehouse Produce, LLC from this appeal, as Limehouse Produce, Inc. is the correct entity. Specifically, they contend that "Limehouse Produce, LLC is the new ownership entity established on December 21, 2023, and is not involved in this litigation." (*See* Mot. to Dismiss, at 1 (emphasis added)). However, the facts demonstrate that Limehouse Produce, LLC is not a "new" entity. To the contrary, Limehouse Produce, LLC and Limehouse Produce, Inc. are one and the same, with Limehouse Produce, LLC being Limehouse Produce, Inc.'s current name after being *converted* to a limited liability company. Respondent's Motion to Dismiss places form far above substance, as the parties to this appeal are the same parties that have been in this litigation from its commencement. "Limehouse Produce" merely changed its corporate form from a corporation to a limited liability company. Apparently concerned about the substance of this appeal, Respondents are attempting to pull a "gotcha" on Appellant in an effort to prevent the Court from reviewing Appellant's claim against the Defendant that remains an ongoing concern.

According to its Articles of Incorporation, Limehouse Produce, Inc. was incorporated on or about October 13, 1980 as a corporation formed for the "[o]peration of a business for the sales of produce and related products." (*See* Ex. E). The trial of this matter completed on November 27, 2023. (*See* Ex. H). Less than a month later, on December 19, 2023,<sup>2</sup> Limehouse Produce, Inc. filed a Conversion of a Corporation to a Liability Company—Articles of Organization, which memorialized that Limehouse Produce, Inc. "hereby converts to a limited liability company

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<sup>2</sup> This creates at least the appearance that Limehouse Produce, Inc. changed its corporate structure in anticipation of a potential judgment.

pursuant to the provisions of Section 33-11-111 and Section 33-11-112 of the 1976 S.C. Code of Laws, as amended, by filing these articles of organization." (See Ex. F). Those Articles of Organization further state that the "former name" of the corporation was Limehouse Produce, Inc.:

3. The former name of this limited liability company while a corporation was:

LIMEHOUSE PRODUCE, INC.

(See *id.*).

Limehouse Produce, LLC is not a new entity; it is a continuation of Defendant Limehouse Produce, Inc. "The filing of articles of organization . . . **cancel the articles of incorporation of the corporation** as of the date the conversion takes effect." See S.C. Code § 33-11-111(e) (emphasis added). "A conversion takes effect when the articles of organization are filed in the Office of the Secretary of State or at a later date specified in the articles of organization." See S.C. Code § 33-11-111(f). "A corporation that is converted to a limited liability company is *for all purposes the same entity* that existed before the conversion." See S.C. Code § 33-11-112(a) (emphasis added). Additionally, upon conversion to a limited liability company, "except as prohibited by other law, all the rights, privileges, immunities, powers, and purposes of the converting corporation vest in the limited liability company." See S.C. Code § 33-11-112(b)(4).<sup>3</sup>

Thus, contrary to Respondents' assertion, Limehouse Produce, LLC is not "new" or different from Limehouse Produce, Inc. The current caption accurately encompasses the same entity that Appellant sued in the first place, just under its current name and form. Respondents have not cited any authority supporting their novel argument that, when a corporation is converted to a limited liability company, the name of the surviving limited liability company is not a proper name for that entity in litigation.

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<sup>3</sup> When a corporation is converted to a limited liability company, "[a]n action or proceeding pending by or against the converting corporation *may* be continued as if the conversion has not occurred." See S.C. Code § 33-11-112(b)(3) (emphasis added). However, the law does not mandate that the action *must* continue in the pre-conversion name of the corporate entity.

Because the parties before the Court are, in substance, the same as those named in the original complaint, the Court should deny Respondents' Motion to Dismiss. In the alternative, if the Court believes that "Limehouse Produce, Inc." is the proper name for this defendant, Appellant moves the Court to amend the caption to reflect Limehouse Produce, LLC's former name, Limehouse Produce, Inc.

**B. The Name Used for Limehouse Produce in the Caption and Notice of Appeal Accurately Reflects the Relevant Filings in the Trial Court.**

In the event the Court determines that Limehouse Produce, LLC is not the same as Limehouse Produce, Inc., it should nevertheless deny Respondents' Motion to Dismiss. The notice of appeal reflects the manner in which this corporate entity has been referenced in the trial court, most importantly in the orders from which the appeal has been taken.

The trial court's April 5, 2024 Final Order—which is a subject of this appeal—uses the same caption as that used in the Notice of Appeal:

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF DORCHESTER</p> <p>Virgie C. Simmons Family, LLC,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>Limetrade, LLC and Limehouse Produce, LLC,</p> <p style="text-align: right;">Defendants.</p>	}	<p>IN THE COURT OF COMMON PLEAS FIRST JUDICIAL CIRCUIT BEFORE THE EQUITY DIVISION</p> <p>C/A No. 2019-CP-18-02217</p> <p>FINAL ORDER</p>
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(See Notice of Appeal Ex. A). Similarly, the trial court's April 22, 2024 Form 4 Order denying Appellant's Motion to Alter, Amend, or Reconsider uses the same caption as the Notice of Appeal:

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1802217

Virgie C Simmons Family Llc  
PLAINTIFF(S)

Limetrade Llc et al  
DEFENDANT(S)

(See Notice of Appeal Ex. B). Likewise, both volumes of the trial transcript use that caption:

1	STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS	5	VIRGIE C. SIMMONS FAMILY, LLC,
2	COUNTY OF DORCHESTER	)	THE FIRST JUDICIAL CIRCUIT	6	
3		)	CASE NO: 2019-CP-18-02217	7	Plaintiff,
4	Virgie C. Simmons Family, LLC,	)		8	vs. CASE NO. 2019-CP-18-02217
5	Plaintiff,	)	Volume I	9	
6	vs.	)		10	LIMETRADE, LLC, and LIMEHOUSE PRODUCE, LLC,
7	Limetrade, LLC and Limehouse Produce, LLC,	)		11	Defendants.
8	Defendants.	)		12	
9		)			

(See Exs. G & H).


Similarly, the trial court's Consent Order of Reference to the Master refers to "Limehouse Produce, LLC" in its caption:

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	C/A No. 2019-CP-18-02217
Virgie C. Simmons Family, LLC,	)	
	)	
	)	Plaintiff,
	)	
vs.	)	CONSENT ORDER FOR REFERENCE
	)	TO THE MASTER
Limetrade, LLC and Limehouse Produce, LLC,	)	
	)	
	)	
Defendants.	)	

(See Ex. I). In fact, even **Respondents'** own Notice of Deposition of Scott Milligan referred to "Limehouse Produce, LLC"—more than two years before they claim that the "new ownership entity" was created:

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney for the Defendants, Limetrade, LLC and Limehouse Produce, LLC, will take the deposition of **Scott Milligan**, before a Notary Public, or before some other officer authorized by law on oral examination pursuant to Rule 30, SCRCP, at 10:00 a.m. on January 17, 2022, at the office of Buist Byars & Taylor, LLC, located at 652 Coleman Blvd., Suite 200, Mount Pleasant, South Carolina 29464.

Mt. Pleasant, South Carolina  
December 6, 2021

  
G. Hamlin O'Kelley, III  
SC Bar No. 5149  
652 Coleman Blvd., Suite 200  
Mt. Pleasant, South Carolina 29464  
(843) 856-4488  
[hamlin.okelley@buistbyars.com](mailto:hamlin.okelley@buistbyars.com)  
*Attorney for the Defendants*

(See Ex. J).

In other words, this is not a situation where Appellant inadvertently named a non-party or made some mistake as to the proper Defendant. It is clear that all parties have known throughout that Appellant intended to sue both Limetrade, LLC and its contractual predecessor (whether known as Limehouse Produce, Inc. or Limehouse Produce, LLC). Respondents' Motion to Dismiss exalts form above substance in an effort to gain a tactical advantage from a hyper-technicality. This Court has previously rejected such gamesmanship:

Despite Vickory's vague assertions to the contrary, the fact that LeafGuard USA currently possesses the Machine and that it and Seamless Gutters are essentially the same entity is acknowledged throughout the record. For example, in its answer to Englert's amended complaint, LeafGuard USA stated, "the value of the gutter machine rightfully owned and possessed by [LeafGuard USA] exceeds Ten Thousand and 00/100 (10,000.00) Dollars." (emphasis added). Similarly, although Seamless Gutters was the listed party to the 1993 contract, LeafGuard USA states in its appellate brief that the 1999 contract "served to continue the territory of the franchise sold under the 1993 agreement." In his 2003 deposition, Vickory testified he had been the vice president and owner of LeafGuard USA for approximately twenty years, even though prior to 1994 the business only existed as Seamless Gutters. LeafGuard USA's arguments on appeal and below, which

assert simultaneously that LeafGuard USA owns no gutter-fabricating machine, yet the act of repossessing its gutter-fabricating machine would destroy the business, also reflect this inconsistency.

In 1992, this court, faced with very similar arguments heavily relying on corporate technicalities, held as follows:

A corporation may be known by several names in the transaction of its business. If it is sued in a name under which it transacts business, the process will ordinarily be sufficient to bring it before the court. The misnomer of a corporation has the same effect as the misnomer of an individual. If it later appears that the true name of the corporation is different from the name under which it was sued, the misnomer is properly a subject of amendment. However, failure to correct the corporate name does not invalidate the process or the judgment where the misnomer causes the corporation no prejudice.

*Griffin v. Capital Cash*, 310 S.C. 288, 292, 423 S.E.2d 143, 146 (Ct. App. 1992) (internal citations omitted). Accompanying this statement of law, the court included the following chiding remarks, which we believe worth repeating here:

**A suit at law is not a children's game, but a serious effort on the part of adult human beings to administer justice; and the purpose of process is to bring parties into court.** If it names them in such terms that every intelligent person understands who is meant, as is the case here, it has fulfilled its purpose; and courts should not put themselves in the position of failing to recognize what is apparent to everyone else.

*Id.*

In the present case, the parties to both the 1993 and 1999 contracts were the same, save for Vickory's use of a different corporate name. The record clearly reflects that the parties were aware that LeafGuard USA was using the same gutter-fabricating machine sold to Seamless Gutters in 1993 and that they considered the 1998 agreement a continuation of the prior contract. We find no prejudice to the appealing company, whether called Seamless Gutters or LeafGuard USA, in Englert's failure to employ all of its corporate designations in the present lawsuit.

*See Englert, Inc. v. LeafGuard USA, Inc.*, 365 S.C. 565, 619 S.E.2d 12 (Ct. App. 2005), *rev'd on other grds.*, 377 S.C. 129, 659 S.E.2d 496 (2008) (emphasis added).

Respondents' Motion to Dismiss treats this litigation as a children's game, rather than an adult enterprise to adjudicate a legitimate dispute between businesses. Whether the caption and Notice of Deposition use "LLC" or "Inc.," there is no doubt as to who Appellant sued. The

Defendants in this case were the entities who obtained lessee rights (and undertook obligations) under the Business Lease after the original lessee, Easy Tray, LLC. It is not clear how Respondents could possibly contend that the appropriate parties are not before this Court. Respectfully, the Court should deny Respondents' Motion to Dismiss so that this litigation can proceed on the merits and this Court can correct the trial judge's plain error. In the alternative, if the Court determines that "Limehouse Produced, Inc." is the proper designation of defendant, Appellant moves the Court to amend the caption in this appeal to reflect "Limehouse Produce, Inc."

### CONCLUSION

For all of the foregoing reasons, the Court should deny Respondent's Motion to Dismiss this appeal as to Limehouse Produce, LLC. In the alternative, if it determines that it is necessary or appropriate, Appellants move the Court to amend the caption of this appeal to replace "Limehouse Produce, LLC" with "Limehouse Produce, Inc."

BARNWELL WHALEY PATTERSON &  
HELMS, LLC

By: 

K. Michael Barfield (S.C. Bar No. 69400)

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211 King Street, Suite 300 (29401)

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*Attorneys for Appellant Virgie C. Simmons  
Family, LLC*

June 10, 2024

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM DORCHESTER COUNTY  
In the Court of Common Pleas for the First Judicial Circuit

The Honorable James E. Chellis, Master in Equity

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Case No. 2019-CP-18-02217

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Virgie C. Simmons Family, LLC.....Appellant

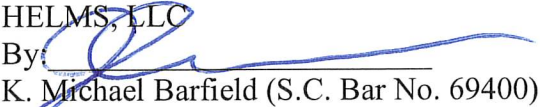
vs.

Limetrade, LLC and Limehouse Produce, LLC ..... Respondents

**PROOF OF SERVICE OF RETURN TO RESPONDENTS' MOTION TO  
DISMISS AND CROSS-MOTION TO AMEND CAPTION**

I certify that I have served the Return to Respondents Motion to Dismiss and Cross-Motion to Amend Caption on the above-referenced Respondents by email in accordance with the South Carolina Supreme Court's Order re: Methods of Electronic Filing and Service Under Rule 262 of the South Carolina Appellate Court Rules (As Amended May 6, 2022) and by depositing a copy of it in the United States Mail, postage prepaid, on June 10, 2024, addressed to their attorneys of record:

G. Hamlin O'Kelley, III  
Buist, Byars & Taylor, LLC  
652 Coleman Blvd., Suite 200  
Mt. Pleasant, SC 29464  
*Attorneys for Respondents*

BARNWELL WHALEY PATTERSON &  
HELMS, LLC  
By:   
K. Michael Barfield (S.C. Bar No. 69400)  
John W. Fletcher (S.C. Bar No. 69550)  
P.O. Drawer H  
Charleston, SC 29402  
Phone: (843) 577-7700  
*Attorneys for Appellant Virgie C. Simmons  
Family, LLC*

**EXHIBIT  
A**

**BUSINESS LEASE**

DATE OF LEASE: April 22, 2004

Early Access Period: Fifteen (15) days prior to completions of "Upfits" (Exterior and Interior by Lessor) or July 1, 2004, whichever is later.

INITIAL TERM OF LEASE AND RENTAL COMMENCEMENT DATE: 4 YEAR(S), BEGINNING: July 1, 2004

AND ENDING ON: June 30, 2008

MONTHLY RENT: See Exhibit "A"

LOCATION OF PREMISES: 4791 Trade Street

UNIT: F,G,H,I,J,K,L,M,N,O,P,Q,R & S, SQUARE FOOTAGE(+/-): 31,888

PURPOSE: Vegetable Processing and Distribution Plant

LESSEE: Easy Tray, LLC

CONTACT: Bob Barrineau (843)577-0710

LESSOR: VIRGIE C. SIMMONS FAMILY, LLC, 145 KING STREET, SUITE 100, CHARLESTON, SOUTH CAROLINA 29401 In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises designated above (the "Premises"), together with the appurtenances thereto, for the above term (the "Term"). Notwithstanding any provision herein to the contrary, the Term of this Lease shall not begin until the later of : (i) the date set forth above, or (ii) the date upon which the Lessor's construction of the Premises is complete, such that the Premises are ready for occupancy or improvements by Lessee. See Exhibit "B".

1. **RENT:** Lessee shall pay Lessor as rent for the Premises the monthly Rent as shown on Exhibit "A" ("Rent"), at Lessor's address stated above or such other address as Lessor may designate in writing. All Rent payments are to be made on the first day of each and every month during the Term in advance without demand, deduction or set off. **If the Term shall commence on a day other than the first day of a month, the monthly Rent shall be prorated for the first month.** In the event any rental payment is more than Five (5) days late from the 1<sup>st</sup> of the month, a late charge of Ten and 00/100 (\$10.00) Dollars shall be added to each such late rental payment per day from the 5<sup>th</sup> day until full rent payment is received by Lessor.

DAS 4/29/04  
Lessor's Initials Date

[Signature] 4/27/04  
Lessee's Initials Date

Date	<u>12-6-21</u>
Exhibit	<u>1</u>
Witness	<u>A. Limel</u>

2. SECURITY DEPOSIT: Lessee has deposited with Lessor the sum of N/A Dollars as security for the full and faithful performance by the Lessee of all the covenants and provisions of this Lease. Such sum less any sums due Lessor through any breach or default of Lessee including but not limited to any sum Lessor may be required to expend as a result or any damage to the Premises, shall be returned within ten (10) days to Lessee upon the expiration of this Lease provided Lessee has fully and faithfully carried out all of its terms.
3. RENEWAL OPTIONS: Lessee is hereby granted the option of extending the term of this Lease for a period of two (2), three (3) year options by giving One Hundred Twenty (120) days written notice to Lessor prior to the expiration of the current term of this Lease. There shall be a two (2%) percent annual increase with each option exercised.
4. USE OF PREMISES: Premises shall be used for vegetable processing and distribution plant. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to violate the insurance or increase the rate of insurance on Premises.
5. PROPERTY OF LESSEE: All personal property placed or moved in the Premises by Lessee shall be at the risk of the Lessee or the owner thereof, and the Lessor shall not be liable for any damage to said personal property, or to Lessee, arising from the bursting or leaking of water pipes, or for any act of negligence of any other person whomsoever., unless caused by negligence of Lessor, its officers, employees, agents and representative.
6. LESSEE'S COMPLIANCE: The Lessee shall comply with all governmental statutes, ordinances, rules, orders and regulations applicable to the occupancy and use of the Premises. Lessee shall also promptly comply with all reasonable recommendations or requirements of Lessor's insurance carrier relating to the prevention of fires, pursuant to applicable laws and regulations. Lessee further agrees to conform to all applicable sign ordinances and not to place any sign on the Premises without the written consent of Lessor. Such consent shall not be unreasonably withheld or delayed.
7. DAMAGE OR DESTRUCTION BY CASUALTY: If the Premises are wholly or partially destroyed by fire or other casualty, Rent shall abate in proportion to the loss of use thereof, and the Lessor shall, at its own expense, promptly restore the Premises to substantially the same condition as it existed before such damage or destruction, whereupon full Rental shall resume; provided, however, if such damage is caused by the negligence or wrongful conduct of the Lessee, its agents or invitees, said repairs shall be at the Lessee's expense. Notwithstanding the foregoing, the Lessor may by notice to Lessee within sixty (60) days after the date of such damage or destruction, elect, at its option, not to restore or repair the Premises, and Lessor or Lessee may thereafter, at their option, cancel this Lease. If the Premises cannot be restored within ninety (90) days of the date of such damage or destruction, either Lessor or Lessee shall have the option to cancel this Lease with written notice thereof to the other party hereto within said ninety (90) day period.

DAS 4/29/04  
Lessor's Initials      Date

[Signature] 4/27  
Lessee's Initials      Date

8. DEFAULT: Lessee covenants that if the Rent reserved by this Lease or any part thereof shall be unpaid when due, or if the Premises shall become vacant or actually unoccupied during the Term, except in the normal course of business, or if Lessee shall fail to perform any of the conditions, covenants, provisions and agreements contained herein, or if a petition in bankruptcy shall be filed by or against the Lessee, or if the Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of the property of Lessee shall be appointed in any suit, action or proceeding, or if Lessee shall make an assignment for the benefit of creditors, or if an execution shall be issued against Lessee or if Lessee's leasehold interest herein shall be levied upon, or if Lessee's leasehold interest shall by operation of law pass to any person other than Lessee, then in each and every such case, Lessor may, at its option, without notice to Lessee or any assignee, transferee, trustee, receiver, of other person or personality, except in the case of non-monetary default by Lessee, in which case Lessor shall give Lessee written notice identifying same and giving ten (10) day period to cure, with force or otherwise retake and recover possession of the Premises and terminate this Lease; or, in each and every such case, Lessor may, at its option without notice to Lessee, or to any assignee, transferee, trustee, receiver or other person or persons, enter the Premises and relet the same as it may see fit, without avoiding or terminating this Lease, and for the purpose of such reletting Lessor may make such reasonable repairs, alterations and additions in or to the Premises as Lessor may deem necessary for the purpose of such reletting, and if sufficient sum shall not be realized from such reletting after paying the reasonable costs, expenses and charges of such reletting and of the repairs, alterations and additions in and to the Premises to equal the Rent hereinbefore covenanted to be paid by Lessee, then Lessee shall pay any deficiency arising thereby upon demand therefore and such deficiency shall be considered, construed and taken to be a debt provable in bankruptcy or receivership. In any case of default, monetary or non-monetary, Lessor shall give Lessee written notice of such default and ten (10) days from receipt of notice to initiate a cure and fifteen (15) days from such date to cause a cure.

9. ATTORNEY'S FEES AND COSTS: If Lessee defaults in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance by the Lessee, to evict Lessee, to collect monies due by the Lessee or to perform any service based upon said default, the Lessee shall pay a reasonable attorney's fee and all costs incurred by the Lessor pertaining thereto.

If Lessor defaults in the performance of any of the covenants of this Lease and by reason thereof Lessee employs the services of an attorney to enforce performance by the Lessee, to enforce the Lessee, to collect monies due by the Lessor or to perform any service based upon said default, the Lessor shall pay a reasonable attorney's fee and all costs incurred by the Lessee pertaining thereto.

10. TAXES: The Premises is recognized as part of a building containing a number of Tenants, therefore, in addition to the monthly rent, Lessee agrees to pay to Lessor an additional monthly charge, hereinafter referred to as "Common Area Charge" or otherwise known as CAM, its prorata share, based on the percent (60%) of leased premises of the Real Estate Property Taxes. Such charge shall commence on the Rental Commencement Date and shall

DJS  
 Lessor's Initials
 

4/29/04  
 Date
 

[Signature]  
 Lessee's Initials
 

5/27/04  
 Date

continue through the term of this lease and any renewal options exercised. The base year shall be 2003.

11. UTILITIES: The Premises is recognized as part of a building containing a number of Tenants, therefore, in addition to the monthly rent, Lessee agrees to pay to Lessor an additional monthly charge, hereinafter referred to as "Common Area Charge" or otherwise known as CAM, its prorata share, based on the percent (60%) of leased premises of the total water and sewage bill. Such charge shall commence on the Rental Commencement Date and shall continue through the term of this lease and any renewal options exercised. The base year shall be 2003. \*\*\*See Special Stipulations #41
12. INSURANCE ON PREMISES: Lessee agrees that it will at all times during the term of this Lease, at its own expense, maintain and keep in force General Public Liability Insurance against claims for personal injury, death or property damage occurring in or about the Premises. Such insurance to afford protection to the limit of not less than \$500,000 in respect to any one accident and to the limit of not less than \$25,000 in respect to property damage. Lessee agrees to provide Lessor with Certificates of Insurance for policies which Lessee is required to carry under this Lease Agreement and shall likewise furnish Lessor with a copy of all endorsements and renewal certificates for said policies. Lessee agrees to provide Lessor with Certificate of Liability Insurance including Lessor as additional insured. Lessee shall self-insure all plate glass in the leased premises.
13. ENTRY BY LESSOR: Lessor, or any of its agents, shall have the right to enter the Premises during all reasonable hours, upon reasonable notice, to examine the same, to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit the Premises and to put or keep upon the doors or windows thereof a notice "For Rent" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placecards, signs, fixtures, alterations or additions, which do not conform to this Lease, or to the rules and regulations of the building.
14. IMPROVEMENTS: Lessee at its own cost and expense shall fully equip the Demised Premises with furniture, operating equipment, and any other equipment necessary for the proper operation of Lessee's business. Modifications to the floors and special electrical and lighting requirements contemplated by the Lessee and acknowledged by Lessor that are necessary to operate the Lessee's business will be made at the Lessee's expense except for the "step-down" transformer required for other tenants. Lessor request that floor modifications must be remedied at the termination of this Lease; normal wear and tear excepted. Special lighting and electrical equipments and related cooler panels and fixtures will be the property of the Lessee at termination of this Lease. Lessee shall not do any alterations or construction work or install any equipment without first obtaining Lessor's written approval and consent, which consent shall not be unreasonably withheld or delayed, Lessee shall present to Lessor plans and specifications for such work at the time approval is sought.

DAS    4/29/04                      JAP    4/29  
Lessor's Initials    Date                      Lessee's Initials    Date

Lessor reserves the right before approving such work to require Lessee to furnish Lessor with evidence satisfactory to Lessor of financial arrangements made by Lessee to promptly pay for any work Lessee causes to be done in or on the Demised Premises. Any alterations or changes in the Demised Premises and all additions, fixtures or improvements, except only movable furniture and fixtures which shall be readily removable without injury to the Premises, shall be and remain a part of the Premises at the expiration of this Lease, unless otherwise noted within this document.

14. LIENS: Should any mechanic's or other liens be filed against the Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor.
15. MAINTENANCE: Lessee hereby accepts the Premises as per Schedule B and agrees to maintain the same in the same condition, order and repair as they are at the commencement of the Term, excepting only reasonable wear and tear arising from the use thereof under this Lease, and to make good to Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixtures, appliances or appurtenances of the Premises, or of any person or persons in the employ or under the control of the Lessee. Lessee agrees to keep the Demised Property trash-free and to pay the cost of trash and debris as related to Lessee's operation. Lessee agrees to use a trash removal service and Lessee shall be billed directly for such service.

The Lessor shall, at its own expense, after notice from the Lessee of the need thereof, make any major repairs or replacement to the heating and air conditioning system, except that Lessor shall not be required to make, and Lessee shall make, any such repairs made necessary by the act or neglect of Lessee, its agents, employees or visitors.

Lessee, at its own expense, shall provide for the day to day maintenance (including a maintenance agreement) and repair of the heating and air conditioning system, including regular filter replacement. Said responsibilities for maintenance and repair shall be limited to a maximum of Five Hundred (\$500.00) Dollars per year.

Lessee shall have the right to have the existing mechanical systems inspected and Lessor shall make all repairs and replace deficiencies found in such report prior to occupancy. Additionally, Lessor shall warrant the working condition of all Mechanical equipment for the first thirty (30) days of the lease.

In the event that the Premises should become in need of maintenance or repairs required to be made by Lessor hereunder, Lessee shall give immediate written notice thereof to Lessor; and Lessor shall be responsible to make such repairs with fifteen (15) days of the notice. If any repairs required to be made by Lessor hereunder are not made within fifteen (15) days after written notice delivered to Lessor by Lessee, Lessee may, at its option make such repairs and Lessee shall be entitled to repayment either in the form of cash or reduced rental payments any such cost.

DHS 4/29/04  
Lessor's Initials Date

[Signature] 4/27  
Lessee's Initials Date

16. EMINENT DOMAIN: If during the Term of this Lease or renewal thereof, the whole of the Premises, or such portion thereof as will make the Premises unusable for the purpose leased, shall be condemned for public use, then, in either event, the Term shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever last occurs. Upon such occurrence the Rent shall be apportioned as of such date and any prepaid Rent shall be returned to the Lessee. Lessor shall be entitled to the entire award for such taking. Lessee shall not have a claim against Lessor for any portion of said award, for the value of improvements to the Premises, the unexpired term of this Lease or otherwise. If possession of a portion of the Premises is taken or condemned by public authority for public use so as not to make the remaining portion of the Premises unusable for the purposes leased, this Lease will not be terminated but shall continue. In such case, the Rent shall be equitably and fairly reduced or abated for the remainder of the Term of this Lease.
17. SUBROGATION: The parties release each other and their respective authorized representatives, from any claims for damage to any person or to the Premises and the building and other improvements in which the Premises are located, and to the fixtures, personal property, tenant's improvements, and alterations of either Lessor or Lessee in or on the Premises and the building and other improvements in which the Premises are located that are caused by or result from the risks insured against under any insurance policies carried by the parties and in force at the time of any such damage.
18. SUBORDINATION: Lessee agrees that its rights hereunder are subordinate to the lien of any mortgage, deed of trust, ground lease or any other method of financing or refinancing now or hereafter placed against the Premises and to any and all advances made or to be made thereunder and to the interest thereon and to all renewals, replacements, consolidations, and extensions thereof. This paragraph shall be self-operative and no further instrument of subordination shall be required; however, if requested by Lessor, Lessee shall promptly execute and deliver to Lessor any such certificate or certificates as Lessor may reasonably request evidencing subordination of this Lease to the same or the assignment of this Lease as additional security for any such mortgages, deeds of trust or leases.
19. ATTORNTMENT: Lessee agrees to attorn to any purchaser of the Premises; provided such party shall deliver to the Lessee a non-disturbance agreement which provides that such party recognizes the Lessee's rights under this Lease.
20. PARTIES BOUND: This Lease shall be binding upon the Lessor and the Lessee and their respective heirs, successors, assigns and personal representatives and shall inure to the benefit of the same.
21. TIME IS OF THE ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Lease.

DAS      4/29/04  
 Lessor's Initials      Date

[Signature]      4/27  
 Lessee's Initials      Date

22. NOTICE: It is understood and agreed between the parties hereto that written notice mailed certified or registered mail, return receipt requested, postage prepaid or delivered to the Lessor listed on page one (1) of this Lease and to the Lessee at 4791 Trade Street, Suite(s) F-S, N. Charleston, South Carolina 29418 shall constitute sufficient notice to comply with the terms of this Lease. All notices prior to occupancy shall go to 16 Jamestown Road, Charleston, SC 29407.
23. REMEDIES: The rights of Lessor under this Lease shall be cumulative, and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.
24. CHARGES: Any reasonable charges against Lessee by Lessor for services or for work done on the Premises by order of Lessee shall be considered as Rent due, unless they are the responsibility of the Lessor as provided within this Lease.
25. SIGNS & ADVERTISING: Any signs or advertising to be used in connection with the Premises shall be first submitted to Lessor for approval before installation of same, which approval shall not be unreasonably withheld or delayed, and all signs, advertising or markings on the Premises shall be permitted only in the area designated by Lessor.
26. CAPTIONS & TITLES: The captions and titles appearing in this Lease are for reference only and shall not be considered a part of this Lease or in any way modify, amend or affect the provisions hereof.
27. ASSIGNMENT; SUBLETTING: Lessee shall not assign this Lease, nor sublet the Premises or any part thereof, nor use the same or any part thereof, nor permit the same or any part thereof, to be used for any other purpose other than as above stipulated, nor make any alterations therein, or additions thereto, without the written consent of the Lessor, which approval shall not be unreasonably withheld or delayed. Any attempted assignment or subletting of the Premises or any part thereof without the Lessor's consent shall be void and shall at the option of the Lessor terminate this Lease. Consent by Lessor to any one (1) assignment or subletting shall not release the Lessee from its primary liability under this Lease, and Lessor's consent to one (1) assignment, subletting or occupation or use of the Premises by other parties shall not be deemed a consent to other subleases, assignments or occupations or use by other parties. Should Lessor consent to the subletting of the Premises in whole or in part, Lessee does hereby absolutely guarantee the payment of, and covenants to pay the Rent and other sums hereunder until the expiration of the Term hereof and no failure of Lessor to promptly collect from any such assignees or sublessees hereunder until the expiration of the Term, nor any extension of time for the payment of such Rent or other sum due, shall release Lessee from his guarantee of payment of such Rent. Any lawful levy, sale on execution or other legal possession, or any assignment or sale in bankruptcy or insolvency, shall be deemed as assignment within the meaning of this Lease.
28. HOLDING OVER: Any holding over after expiration of the Term without the execution of a new lease shall be construed to create a tenancy from month to month and such tenancy shall

DAS 4/29/04  
 Lessor's Initials      Date

JAL 4/27  
 Lessee's Initials      Date

be subject to the terms and conditions set forth in this Lease insofar as same are applicable to a month to month tenancy. The Monthly Rent during said tenancy shall be the amount of Rent for the last month of the Lease Term plus Fifteen (15%) Percent.

29. ESTOPPEL CERTIFICATE: Within ten (10) days after a request by Lessor or any lender or party having an interest in the Premises, Lessee shall deliver a written estoppel certificate, in form supplied by and acceptable to Lessor or such lender, certifying any facts that are then true with respect to this Lease, including without limitation that this Lease is in full force and effect, that no default exists on the part of Lessor, or Lessee, that Lessee is in possession, that the improvements are complete, that Lessee is occupying the Premises, that Lessee has commenced the payment of Rent, and that there are no defenses or offsets claimed by Lessee with respect to payment of rentals under this Lease, it being intended that any such certificate delivered pursuant hereto may be relied upon by any prospective purchaser of the Property and improvements thereon or any part thereof or the interest of Lessor or any part thereof, or by any lender or prospective lender having or intending to obtain a security interest in the Premises or by any Lessor or prospective Lessor under any ground or underlying lease affecting the Premises.
30. RECORDING: This Lease shall not be recorded, but a short form memorandum of lease referring to this Lease may be recorded by either party hereto. The cost of recording such short form memorandum shall be borne by the party desiring to record such memorandum.
31. AUTHORITY: If Lessee signs this Lease Agreement as a corporation or partnership each person executing this Lease on behalf of the Lessee does hereby covenant and warrant that the Lessee is a duly authorized corporation or partnership (as the case may be) qualified to do business in the State of South Carolina, that the corporation or partnership has full right and authority to enter into this Lease Agreement, and that each person signing on behalf of the corporation or partnership (as the case may be) is authorized to do so.
32. GOVERNING LAW: This Lease shall be construed and enforced in accordance with the laws of the State of South Carolina.
33. SEVERABILITY: The terms of this Lease shall be deemed severable. If any provision herein shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by applicable law, the remaining provisions shall remain in full force and effect.
34. JURISDICTION AND VENUE: Lessor and Lessee agree that the courts of the State of South Carolina shall have jurisdiction over the parties with regard to any matter arising out of this Lease and that venue shall be proper in the county where the Premises is located.
35. COMMISSION: A three (3%) percent commission, on the base rent, shall be paid by Lessor to CB Richard Ellis/Carmody, LLC upon receipt of fully executed lease and upon receiving first months rent.

DAS 4/29/04  
Lessor's Initials      Date

[Signature] 4/27  
Lessee's Initials      Date

36. ENVIRONMENTAL COMPLIANCE:

- (a) Tenant will not use, generate, manufacture, produce, store, release, discharge, or dispose of on, under or about the Premises or transport to or from the Premises any Hazardous Substance (as defined below) or allow any other person or entity to do so, except in the ordinary course of business and lawfully within regulatory guidelines for such substances..
- (b) Tenant shall keep and maintain the Premises in compliance with and shall not cause or permit the Premises to be in violation of any Environmental Law (as defined below).
- (c) Tenant shall give prompt written notice to Landlord of:
  - (i) any proceeding or inquiry by any governmental authority (including without limitation the South Carolina Department of Health and Environmental Control) with respect to the presence of any Hazardous substance on the Premises or the migration thereof from other property;
  - (ii) all claims made or threatened by any third party against Tenant or the Premises relating to any loss or injury resulting from any Hazardous substance; and
  - (iii) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.
- (d) Tenant shall protect, indemnify and hold harmless Landlord, its directors, officers, agents, employees, successors and assigns from and against any and all loss damage, cost, expense or liability (including reasonable attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, disposal, or presence of a Hazardous Substance by Tenant and occurring during the term of this Lease or occurring during any period in which Tenant was in possession of the Premises, on, under, or about the Premises or the Building including without limitation (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Premises or the Building and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the termination of this Lease.

The term "Hazardous Substance" shall include without limitation:

- a. Those substance including within the definitions of "hazardous substance", "hazardous materials", "toxic substances", or "solid waste" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), and the Hazardous Materials Transportation Act, 49, U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws;
- b. Those substances listed in the United State Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substance (40 CFR Part 3402 and amendments thereto);

DAS      4/29/04  
Lessor's Initials      Date

JSP      4/27  
Lessee's Initials      Date

- c. Any material, waste or substance which is (A) petroleum, (B) asbestos, (C) polychlorinated biphenyls, (D) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq., (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (E) flammable explosives; (F) radioactive materials; or (G) lead, and
- d. Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United State government, or which are classified as hazardous or toxic under federal, state or local laws or regulations.

The term "Environmental Laws" shall mean any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation CERCLA and RCRA.

- 37. ENTIRE AGREEMENT: This Lease and the exhibit(s) attached hereto contain the entire agreement between the parties regarding the terms and conditions of the Lease of the Premises and there are no other oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease may only be modified by written instrument duly executed by both parties or their respective successors in interest.
- 38. PARKING: Lessee, Lessee's employees and Lessee's customers shall have use of the parking spaces directly in front of Lessees Units.
- 39. SUITE KEYS: The Premises is on a master key system. Tenant will be issued two (2) front entry suite keys upon Lessor receiving a fully executed copy of this Lease Agreement. Any re-keying must be arranged in advance and in writing to Lessor and at Lessees sole expense.
- 40. TENANT UPFIT: See Exhibit "B" Upfits
- 41. SPECIAL STIPULATIONS: Because of Lessee's excessive water use, a sub-water meter will be installed. Lessee will tap into the existing water line and meter that runs the sprinkler system. This meter currently does not have any monthly charges. Lessee will pay to the Lessor any water and sewer charges that now will occur on said meter. Lessor will bill Lessee quarterly and will furnish copies of statements. Lessor will credit Lessee for 60% of the regular house water meter and sewer charges that are to be paid in monthly common area charges.

NAS      4/29/04  
 Lessor's Initials      Date

[Signature]      4/27  
 Lessee's Initials      Date

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written

WITNESSES:

LESSOR:

VIRGIE C SIMMONS FAMILY, LLC

\_\_\_\_\_  
AS TO LESSOR                      DATE

BY: [Signature] 4/29/04  
David A. Simmons, President

\_\_\_\_\_  
AS TO LESSOR                      DATE

BY: [Signature]

LESSEE:

EASY TRAY, LLC

\_\_\_\_\_  
AS TO LESSEE                      DATE

BY: [Signature]  
David D. Ward, President & CEO

\_\_\_\_\_  
AS TO LESSEE                      DATE

BY: [Signature]  
Lloyd A Pearson, Treasurer

DAS 4/29/04  
Lessor's Initials      Date

[Signature] 4/29  
Lessee's Initials      Date

EXHIBIT "A"  
RENT SCHEDULE

1<sup>ST</sup> YEAR:

RENTAL PAYMENT: The Lessee shall pay to Lessor for the first lease year, Ninety Two Thousand Four Hundred Seventy five and 24/100 (\$92,475.24) Dollars to be paid in ten (10) monthly payments of Seven Thousand Seven Hundred Six and 27/100 (\$7,706.27) Dollars beginning September 1, 2004 and ending on June 30, 2005.

COMMON AREA CHARGE: The Lessee shall pay to Lessor for the first lease year, Twenty Three Thousand Nine Hundred Sixteen and 00/100 (\$23,916.00) Dollars to be paid in ten (10) monthly payments of One Thousand Nine Hundred and Ninety Three and 00/100 (\$1,993.00) Dollars beginning September 1, 2004 and ending on June 30, 2005.

TOTAL MONTHLY PAYMENT: The Lessee shall pay to Lessor a monthly total payment of Nine Thousand Six Hundred Ninety Nine and 27/100 (\$9,699.27) Dollars beginning September 1, 2004 and ending on June 30, 2005.

2<sup>ND</sup> YEAR:

RENTAL PAYMENT: The Lessee shall pay to Lessor for the second lease year, Ninety Four Thousand Three Hundred Twenty Four and 80/100 (\$94,324.80) Dollars to be paid in twelve (12) monthly payments of Seven Thousand Eight Hundred Sixty and 40/100 (\$7,860.40) Dollars beginning July 1, 2005 and ending on June 30, 2006.

COMMON AREA CHARGE: The Lessee shall pay to Lessor for the second lease year, Twenty Three Thousand Nine Hundred Sixteen and 00/100 (\$23,916.00) Dollars to be paid in twelve (12) monthly payments of One Thousand Nine Hundred and Ninety Three and 00/100 (\$1,993.00) Dollars beginning July 1, 2005 and ending on June 30, 2006.

TOTAL MONTHLY PAYMENT: The Lessee shall pay to Lessor a monthly total payment of Nine Thousand Eight Hundred and Fifty Three and 40/100 (\$9,853.40) Dollars beginning July 1, 2005 and ending on June 30, 2006.

DWS 4/29/04  
Lessor's Initials Date

JW 4/27  
Lessee's Initials Date



EXHIBIT "B"  
UPFITS

Lessor agrees to the following upfits with no additional cost to the Lessee:

- Construct office area improvements and restrooms consistent with the layout as shown on Exhibit "C" Floor Plan. All finishes to match existing build-out.
- Construct office area improvements and restrooms consistent with the layouts as shown on Exhibit "C" Floor Plan. All finishes to match existing build-out.
- All plumbing, HVAC, electric and all doors shall be in good working order.
- Remove two warehouse bathrooms and broom sweep warehouse.
- Re-paint existing office area and clean sweep floor.
- Lessor will install sub-water meter and will charge Lessee for overages on water and sewer monthly. The average water and sewer bill for the last twelve (12) months will be the base bill and calculated on a square foot basis.
- Lessor agrees to reconstruct the existing dock wells and add one (1) additional well space to total five (5) dock wells with a height of 48" and extending out 68" from the building. Lessor agrees to pave rock area out in front of dock well over to drainage ditch.
- Replace and repair all non-working lights in office space only.
- Remove the existing demising wall.

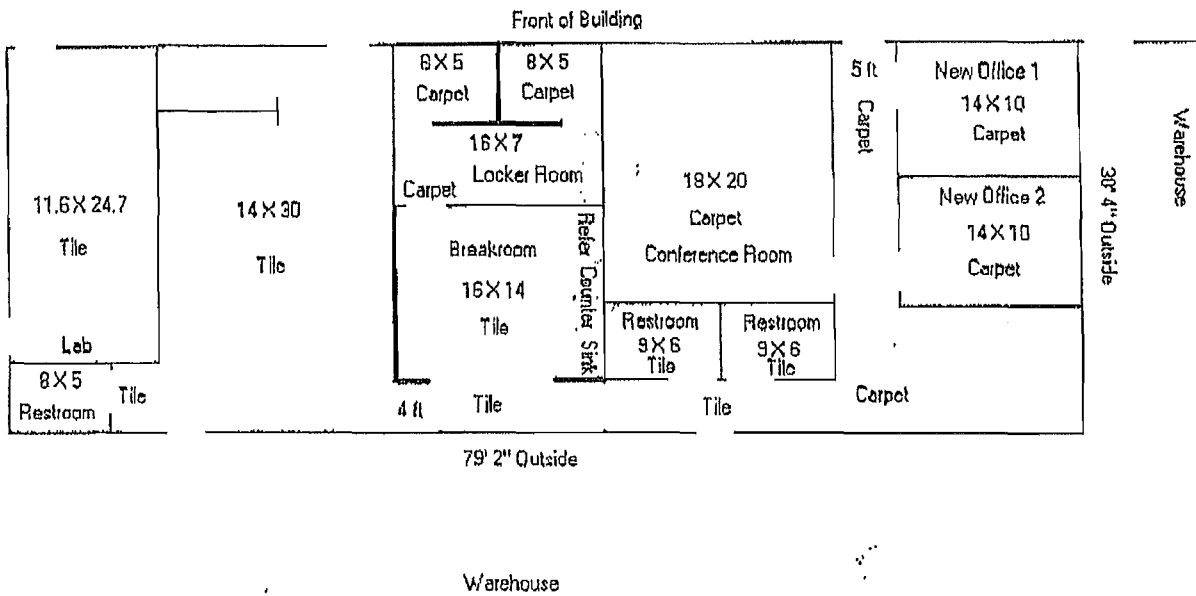
DM5      4/29/04  
Lessor's Initials      Date

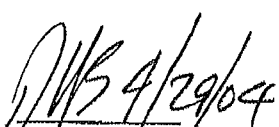
[Signature]      4/27  
Lessee's Initials      Date

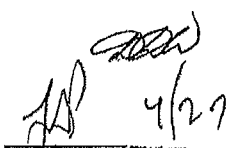
### EXHIBIT "C" FLOOR PLANS

1. Existing office area shown with new walls darkened for clarity.
2. All dimensions are interior unless otherwise noted and are approximate.

#### Trade St Office



 4/29/04  
 Lessor Date

 4/29  
 Lessee Date

**EXHIBIT  
B**

David A Simmons

Fax: 843-577-9603

Jun 20 2011 03:35pm P005

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

**ASSIGNMENT**

THIS AGREEMENT, made this 24<sup>th</sup> day of MAY, 2007 by and between Limehouse Produce, Inc. (hereinafter "Assignor"), and Limetrade, LLC (hereinafter "Assignee").

WHEREAS, Easy Tray, LLC entered into a Business Lease dated April 22, 2004 with the Virgie C. Simmons Family, LLC (hereinafter "Lessor"), a copy of which is attached hereto and made a part hereof, for the property known as 4791 Trade Street, North Charleston, South Carolina (hereinafter "Premises"); and

WHEREAS, by Assignment dated March 3, 2007 Easy Tray, LLC assigned all of its right, title and interest in said Business Lease to Limehouse Produce, Inc. and by Consent to Assignment dated March 1, 2007 Lessor acknowledged its consent to this assignment; and

WHEREAS, Assignor desires to assign and the Assignee desires to assume all of the rights, duties and liabilities of said Lease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its right, title and interest in and to the Business Lease, including Assignor's right, title and interest to any security deposit or other monies on deposit with the Lessor.
2. Said assignment shall be effective the date hereof and shall continue for the balance of the Lease term as provided.
3. Assignee hereby assumes all the obligations of Assignor arising or accruing on or after the date hereof under the Business Lease, and shall make all payments and keep and perform all conditions and covenants of the Business Lease in the same manner as if Assignee were the original lessee thereunder.
4. Assignor hereby releases Lessor from any and all liability for the return of the security deposit to Assignor.
5. Assignor hereby indemnifies and holds Assignee harmless from and against any and all liabilities and obligations of the lessee under the lease and all obligations of Assignor under any other agreements reflecting or relating to the Premises, which liabilities and obligations arose before the closing date.

Date	<u>12-6-21</u>
Exhibit	<u>2</u>
Witness	<u>A. Limehouse</u>

BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

6. Assignee hereby indemnifies and holds Assignor harmless from and against any and all liabilities and obligations of the lessee under the lease and all obligations of Assignor under any other agreements reflecting or relating to the Premises, which liabilities and obligations arise on or after the closing date.

7. Assignor hereby represents and warrants to Assignee as follows:

(a) Neither Lessor nor Assignor is in default under the Business Lease nor under any other agreement relating to the Premises, and that no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default by Lessor or Assignor under the Lease or any other agreement relating to the Premises.

(b) To the best of Assignor's knowledge, since the date Assignor became the lessee under the Business Lease, the improvements on the Premises have been used and operated in compliance with all applicable laws, including applicable zoning, building, fire, health, safety and environmental codes and other federal, state, county and municipal requirements, and with all covenants, easements and restrictions affecting the Premises, and to the best of Assignor's knowledge, all obligations of Assignor or the Premises with regard to such laws, ordinances, governmental requirements, covenants, easements and restrictions have been and are being performed in a proper and timely manner. Neither Assignor nor any agent or affiliate of Assignor has received any notice of zoning, building, fire, health, safety, environmental or other violations of law which have not been heretofore entirely corrected.

(c) Except for Lessor and Assignor, there are no parties in possession or occupancy of the Premises or any part thereof, nor are there any parties who have any possessory rights with respect to the Premises or any part thereof.

(d) There is no existing or pending or, to the best of Assignor's knowledge, contemplated, threatened or anticipated (i) condemnation of any part of the Premises, (ii) special tax or assessment to be levied against the Premises, (iii) widening, change of grade or limitation on the use of streets abutting the Premises, (iv) change in the zoning classification of the Premises, or (v) change in the tax assessment of the Premises.

8. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, the parties, by and through their duly authorized officers, have caused this Assignment to be executed this 29<sup>th</sup> day of May, 2007.

LIMEHOUSE PRODUCE, INC.,  
Assignor

Christine M. Briggs  
WITNESS

J. F. Limehouse  
John F. Limehouse, President

Steph Williams  
WITNESS

LIMETRADE, LLC, Assignee

Christine M. Briggs  
WITNESS

J. F. Limehouse  
John F. Limehouse, President

Steph Williams  
WITNESS

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

CONSENT TO ASSIGNMENT

Virgie C. Simmons Family, LLC hereby consents to the foregoing assignment of the said Business Lease, including all terms and conditions thereof, to Limetrade, LLC.

IN WITNESS WHEREOF, the undersigned have caused this Consent to Assignment to be executed this 29<sup>th</sup> day of May, 2007.

VIRGIE C. SIMMONS FAMILY, LLC

James R. Fantham  
Witness

BY: [Signature]  
David A. Simmons

[Signature]  
Witness

Its: Managing Partner

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

**EXHIBIT  
C**

Filing ID: 170804-1526031

Filing Date: 08/04/2017

May 31 2024  
REFERENCE ID: 1634914

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

  
SECRETARY OF STATE OF SOUTH CAROLINA

**ARTICLES OF TERMINATION  
LIMITED LIABILITY COMPANY - DOMESTIC**

The following limited liability company, having dissolved and completed its winding up, terminates its existence by filing these articles of termination in accordance with the 1976 S.C. Code of Laws, as amended, Section 33-44-805:

1. The name of the limited liability company is:

LIMETRADE, LLC

2. The date the articles of organization were filed is 03/01/2007.

3. The date of the dissolution of this limited liability company was 08/03/2017.

4. Has the company wound up its business and terminated its legal existence? Yes

5. Unless otherwise specified, these articles are effective when endorsed for filing by the Secretary of State. Specify the time and date of any delayed effective date: \_\_\_\_\_  
(Date)

Signed as Authorized Signature: andrea limehouse

\_\_\_\_\_  
(Signature)

andrea limehouse

\_\_\_\_\_  
(Print Name)

08/04/2017

\_\_\_\_\_  
(Date)

Capacity/Position of Person Signing (**You must check one box.**)

Manager  Member  Organizer

Fiduciary  Attorney-in-Fact

**EXHIBIT**  
**D**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	CASE NO.:
	)	
VIRGIE C. SIMMONS FAMILY, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<b>SUMMONS</b>
LIMETRADE, LLC and LIMEHOUSE	)	
PRODUCE, INC.,	)	
	)	
Defendants.	)	
_____	)	
	)	

**TO THE ABOVE-NAMED DEFENDANT:**

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint upon the subscribers at their offices located at 288 Meeting Street, Suite 200, Charleston, South Carolina 29401 within thirty (30) days after service hereof, exclusive of the date of such service, and if you fail to answer the Complaint within the aforesaid time, the Plaintiff will apply to the Court for the relief demanded in this Complaint, and judgment by default will be rendered against you for the relief demanded in this Complaint.

BARNWELL WHALEY PATTERSON & HELMS, LLC

s/ Jeffrey M. Bogdan  
 Jeffrey M. Bogdan  
 288 Meeting Street, Suite 200  
 Charleston, SC 29401  
 (843) 577-7700 (office)  
 (843) 577-7708 (facsimile)  
[jbogdan@barnwell-whaley.com](mailto:jbogdan@barnwell-whaley.com)  
**ATTORNEY FOR PLAINTIFF**

December 3, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	CASE NO.:
	)	
VIRGIE C. SIMMONS FAMILY, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	<b>COMPLAINT</b>
LIMETRADE, LLC and LIMEHOUSE	)	
PRODUCE, INC.,	)	
	)	
Defendants.	)	
_____	)	

**COMES NOW** Plaintiff Virgie C. Simmons Family, LLC (hereinafter “Plaintiff”), and states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff is a limited liability company organized and existing under the laws of South Carolina, with its principal place of business in Charleston County, South Carolina.
2. Defendant Limetrade, LLC was an entity that is currently dissolved but was organized and existing under the laws of South Carolina and regularly transacted business in Dorchester County, South Carolina.
3. Defendant Limehouse Produce, Inc. is an entity that is organized and existing under the laws of South Carolina and regularly transacts business in Dorchester County, South Carolina.
4. The real property that is in dispute in this matter is located in Dorchester County, South Carolina.
5. This Court has jurisdiction over the subject matter of this action.
6. Venue is proper in Dorchester County.

## FACTS

7. At all times relevant to this litigation, Plaintiff owned the real property and improvements, which included an approximately 55,000 square foot warehouse building, located at 4791 Trade Street in North Charleston, Dorchester County, South Carolina.

8. On April 22, 2004, Plaintiff entered into a Business Lease with Easy Tray, LLC whereby Easy Tray, LLC agreed to rent 31,888 square feet of the warehouse building (hereinafter the “Premises”) from Plaintiff.

9. On March 3, 2007, Easy Tray, LLC assigned all of its right, title and interest in the Business Lease to Limehouse Produce, Inc. Limehouse Produce, Inc. also assumed all of Easy Tray, LLC’s obligations under the Business Lease.

10. On May 24, 2007, Limehouse Produce, Inc. assigned all of its right, title, and interest in the Business Lease to Limetrade, LLC. Limetrade, LLC also assumed all of Limehouse Produce, Inc.’s obligations under the Business Lease.

11. Upon information and belief, Limehouse Produce, Inc. is Limetrade, LLC’s parent company and/or successor in interest. Limehouse Produce, Inc. and Limetrade, LLC may hereinafter be referred to collectively as “Defendants.”

12. As a result, beginning on May 24, 2007, all rights and obligations under the Business Lease belonged to Defendants.

13. While the Business Lease allowed the tenant thereunder the install equipment and modify the concrete floor in the Premises, the Business Lease contained the following obligation for the Defendants: “floor modifications must be remedied at the termination of this Lease; normal wear and tear excepted.”

14. The Business Lease further required Defendants to repair or pay for any damage to the Premises, aside from reasonable wear and tear, upon demand of Plaintiff.

15. The Business Lease further provided that if Defendants fail to perform their duties under the Business Lease and Plaintiff employs the services of an attorney to enforce the Business Lease, Defendants shall pay the reasonable attorney's fees and costs incurred by the Plaintiff.

16. Defendants and/or one of their predecessor's in interest under the Business Lease made significant modifications to the concrete floor of the Premises.

17. These modifications included cutting into the concrete floor to install drainage trenches and drains as well as installing steel pipes and anchor studs to secure a refrigeration system and fasteners for the racking system.

18. As a result of these modifications and Defendants' use of the Premises, the concrete floor in the Premises sustained serious damage.

19. Upon termination of the Business Lease and once Defendants vacated the Premises, Plaintiff demanded that Defendants return the concrete floor back to its pre-occupancy condition.

20. Although Defendants recognized their duty to return the concrete floor to the pre-Business Lease condition, Defendants failed and/or refused to do so.

21. Within two weeks of refusing to honor the terms of the Business Lease, Limetrade, LLC filed its Articles of Termination.

**FIRST CAUSE OF ACTION**  
**(Breach of Contract)**

22. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as though set forth herein verbatim.

23. The Business Lease is a binding contract between Plaintiff and Defendants.

24. The Business Lease generally required Defendants to repair or pay for any damage to the Premises, aside from reasonable wear and tear, upon demand of Plaintiff.

25. The Business Lease specifically required Defendants to ensure that “floor modifications must be remedied at the termination of this Lease; normal wear and tear excepted.”

26. Defendants materially breached the Business Lease by failing and/or refusing repair the damaged concrete floor in the Premises and return it to its pre-Business Lease condition.

27. Plaintiff has suffered damages directly and proximately caused by the Plaintiff’s breach.

WHEREFORE, Plaintiff prays the Court to hold Defendants liable for the actions set forth herein, and award the following relief:

- A. Award actual and consequential damages as allowed by law;
- B. Award attorney’s fees and costs as allowed by contract; and
- C. Award any other relief that the Court deems just and equitable.

BARNWELL WHALEY  
PATTERSON & HELMS, LLC

s/ Jeffrey M. Bogdan

Jeffrey M. Bogdan  
288 Meeting Street, Suite 200  
Charleston, SC 29401

(843) 577-7700 (office)

(843) 577-7708 (facsimile)

[jbogdan@barnwell-whaley.com](mailto:jbogdan@barnwell-whaley.com)

***ATTORNEY FOR PLAINTIFF***

December 3, 2019

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE  
ARTICLES OF INCORPORATION

EXHIBIT  
E

May 31 2024  
REFERENCE ID: 1634813

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

OF

LIMEHOUSE PRODUCE, INC.

(File This Form in  
Duplicate Originals)

(Sect. 33-7-30 of 1976 Code)

This Space For Use By  
The Secretary of State

For Use By  
The Secretary of State

File No. D45727

Fee Paid \$ 45.00

R. N. 8186

Date 10-13-80

*John T. Campbell*  
SECRETARY OF STATE  
**FILED**  
OCT 13 1980  
AM 7 18 | 9 | 10 | 11 | 12 | 1 | 2 | 3 | 4 | 5 | 6 PM

- The name of the proposed corporation is Limehouse Produce, Inc.
- The initial registered office of the corporation is 616-A Wappoo Road  
Street and Number  
located in the city of Charleston, county of Charleston and  
the State of South Carolina and the name of its initial registered agent at such address is  
John F. Limehouse
- The period of duration of the corporation shall be perpetual ~~XXXXXXXXXXXXXXXXXX~~
- The corporation is authorized to issue shares of stock as follows:

<u>Class of shares</u>	<u>Authorized No. of each class</u>	<u>Par Value</u>
<u>Common</u>	<u>1,000</u>	<u>\$100.00</u>
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

If shares are divided into two or more classes or if any class of shares is divided into series within a class, the relative rights, preferences, and limitations of the shares of each class, and of each series within a class, are as follows:

- Total authorized capital stock \$100,000.00
- It is represented that the corporation will not begin business until there has been paid into the corporation the minimum consideration for the issue of shares, which is \$1,000.00 of which at least \$500.00 is in cash.
- The number of directors constituting the initial board of directors of the corporation is ....., and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

<u>John F. Limehouse</u> Name	<u>Rt. 3, Box 496-A, Johns Island, SC 29455</u> Address
<u>Andrea Jean Dash</u> Name	<u>Rt. 3, Box 496-A, Johns Island, SC 29455</u> Address
<u>Joan McDaniel</u> Name	<u>32 Riverside Drive, Charleston, SC 29403</u> Address
..... Name	..... Address
..... Name	..... Address

May 31 2024  
REFERENCE ID: 1634813

Name

Address

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

Name

Address

8. The general nature of the business for which the corporation is organized is (it is not necessary to set forth in the purposes powers enumerated in Section (33-3-10 of 1976 Code).

Operation of a business for the sales of produce and related products.

9. Provisions which the incorporators elect to include in the articles of incorporation are as follows:

The Board of Directors is expressly authorized to amend, add to, or repeal any provision contained in these articles of incorporation, in the manner consistent with the laws of the State of South Carolina and in conformity with the provisions set forth in the bylaws of the corporation.

In furtherance and not in limitation of the powers conferred by the laws of the State of South Carolina, the Board of Directors is expressly authorized to frame and adopt any such bylaws for the corporation as are not inconsistent with the laws of the State of South Carolina or these articles of incorporation.

The Board of Directors is expressly authorized, without the assent of the Stockholders, to add to, delete from, or otherwise amend bylaws of the corporation.

10. The name and address of each incorporator is.

Name	Street & Box No.	City	County	State
John F. Limehouse	Rt. 3, Box 496-A	Johns Island,	Charleston,	South Carolina
Andrea Jean Dash	Rt. 3, Box 496-A	Johns Island,	Charleston,	South Carolina
Joan McDaniel	32 Riverside Drive	Charleston,	Charleston,	South Carolina

*John F. Limehouse*  
(Signature of Incorporator)

Date October 9, 1980

John F. Limehouse  
(Type or Print Name)

*Andrea Jean Dash*  
(Signature of Incorporator)

Andrea Jean Dash  
(Type or Print Name)

*Joan McDaniel*  
(Signature of Incorporator)

Joan McDaniel  
(Type or Print Name)

May 31 2024

REFERENCE ID: 1634813

STATE OF SOUTH CAROLINA

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SS:

The undersigned John F. Limehouse, Andrea Jean Dash and Joan McDaniel

do hereby certify that they are the incorporators of Limehouse Produce, Inc. Corporation and are authorized to execute this verification; that each of the undersigned for himself does hereby further certify that he has read the foregoing document, understands the meaning and purport of the statements therein contained and the same are true to the best of his information and belief.

*John F. Limehouse*

(Signature of Incorporator)

*Andrea Jean Dash*

(Signature of Incorporator)

*Joan McDaniel*

(Signature of Incorporator)

(Each Incorporator Must Sign)

**CERTIFICATE OF ATTORNEY**

11. I, Stephen T. Schachte, 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 7 of Title 33 of the South Carolina Code of 1976, relating to the organization of corporations, and that in my opinion, the corporation is organized for a lawful purpose.

Date October 9, 1980

*Stephen T. Schachte*

(Signature)

Stephen T. Schachte

(Type or Print Name)

Address Post Office Box 578

Charleston, SC 29402

**SCHEDULE OF FEES**

(Payable at time of filing Articles of With Secretary of State)

Fee for filing Articles .....	\$	5.00
In addition to the above, \$.40 for each		
\$1,000.00 of the aggregate value of		
shares which the Corporation is autho-		
rized to issue, but in no case less than	40.00	
nor more than .....	1,000.00	

NOTE. THIS FORM MUST BE COMPLETED IN ITS ENTIRETY BEFORE IT WILL BE ACCEPTED FOR FILING. THIS FORM MUST BE ACCOMPANIED BY THE FIRST REPORT OF CORPORATIONS AND A CHECK IN THE AMOUNT OF \$10 PAYABLE TO THE SOUTH CAROLINA TAX COMMISSION.

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

**EXHIBIT  
F**

Filing ID: 231219-1346001

Filing Date: 12/19/2023

May 31 2024  
REFERENCE ID: 1634813

**STATE OF SOUTH CAROLINA  
SECRETARY OF STATE**

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

**CONVERSION OF A CORPORATION  
TO A LIMITED LIABILITY COMPANY**

**ARTICLES OF ORGANIZATION**

**\*\*Conversion of an entity can result in tax consequences for the entity. Please consult a tax professional such as a CPA or qualified attorney before filing for conversion.**

The following corporation hereby converts to a limited liability company pursuant to the provisions of Section 33-11-111 and Section 33-11-112 of the 1976 S.C. Code of Laws, as amended, by filing these articles of organization.

1. The name of the limited liability company is:

LIMEHOUSE PRODUCE, LLC

2. The initial agent for service of process is:

JOHN F LIMEHOUSE  
(Name)

and the street address in South Carolina for this agent for service of process is  
2660 CARNER AVENUE

(Street Address)

NORTH CHARLESTON, South Carolina 29405  
(City, State, Zip Code)

3. The former name of this limited liability company while a corporation was:

LIMEHOUSE PRODUCE, INC.

4. If voting by voting group is required, the below information must be provided for each voting group entitled to vote separately on the conversion:

Voting Group	Number of Shareholder Votes Cast			Number of Votes Required to Approve (required if this was less than unanimous vote "for") Specify whether number or percentage
	For	-OR-	Against	
Common	101	0		n/a
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

May 31 2024

REFERENCE ID: 1634813

  
SECRETARY OF STATE OF SOUTH CAROLINA

LIMEHOUSE PRODUCE, LLC

Name of Limited Liability Company

5. The address of the initial designated office is:  
2660 Carner Avenue

(Street Address)

North Charleston, South Carolina 29405

(City, State, Zip Code)

6. The name and mailing address of each organizer

a.

James K. Kuyk

(Name)

171 Church Street, Suite 260

(Street Address)

Charleston, South Carolina 29401

(City, State, Zip Code)

b.

(Name)

(Street Address)

(City, State, Zip Code)

c.

(Name)

(Street Address)

(City, State, Zip Code)

7.  Check this box if the company is to be a term company. If so, provide the term specified: 12/31/2099

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

May 31 2024

REFERENCE ID: 1634813

  
SECRETARY OF STATE OF SOUTH CAROLINA

LIMEHOUSE PRODUCE, LLC

Name of Limited Liability Company

8.  Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each manager:

a.

John F. Limehouse

(Name)

2660 Carner Avenue

(Business Address)

North Charleston, South Carolina 29405

(City, State, Zip Code)

b.

Andrea Limehouse

(Name)

2660 Carner Avenue

(Business Address)

North Charleston, South Carolina 29405

(City, State, Zip Code)

c.

(Name)

(Business Address)

(City, State, Zip Code)

9.  Check this box only if or more members of the company are to be held liable for its debts and obligations pursuant to §33-44-303(c) of the 1976 S.C. Code of Laws, as amended. If one or more members are so liable, specify which members and of which debts, obligations or liabilities such members are liable in their capacity as members:



1 STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
2 COUNTY OF DORCHESTER ) THE FIRST JUDICIAL CIRCUIT  
3 ) CASE NO: 2019-CP-18-02217  
4 Virgie C. Simmons Family, )  
LLC, )  
5 Plaintiff, )  
6 vs. ) Volume I  
7 Limetrade, LLC and )  
Limehouse Produce, LLC, )  
8 Defendants. )  


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The Master-In-Equity damages hearing, taken before Lori Webber, Stenographic Court Reporter and Notary Public, at Dorchester County Courthouse, 5200 East Jim Bilton Boulevard, St. George, South Carolina, on Monday, October 9, 2023, commencing at 11:13 a.m., The Honorable James Chellis, presiding.

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

2 BARNWELL WHALEY PATTERSON & HELMS  
3 By: K. MICHAEL BARFIELD, Esq.  
4 211 King Street, Suite 300  
5 Charleston, South Carolina 29401  
6 (843) 577-7700  
7 mbarfield@barnwell-whaley.com  
8 For the Plaintiff

9 BUIST BYARS & TAYLOR  
10 By: G. HAMLIN O'KELLEY, III, Esq.  
11 652 Coleman Boulevard, Suite 200  
12 Mount Pleasant, South Carolina 29464  
13 (843) 856-4488  
14 hamlin.okelley@buistbyars.com  
15 For the Defendants

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1                   IN THE COURT OF COMMON PLEAS  
2                   FOR THE STATE OF SOUTH CAROLINA  
3                   DORCHESTER COUNTY

4                   TRANSCRIPT OF PROCEEDINGS  
5                   NOVEMBER 27, 2023

6                   VIRGIE C. SIMMONS FAMILY, LLC,

7                                   Plaintiff,

8                               vs.                   CASE NO. 2019-CP-18-02217

9                   LIMETRADE, LLC, and LIMEHOUSE PRODUCE, LLC,

10                                   Defendants.  
11

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12  
13                   BEFORE THE HONORABLE:   JAMES CHELLIS

14  
15                   TIME:                   11:30 AM

16                   LOCATION:                DORCHESTER COUNTY COURTHOUSE  
17                                   ST. GEORGE, SOUTH CAROLINA

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20  
21                   REPORTED BY:           MACKENZIE ALLEN  
22                                   CLARK BOLEN  
23                                   CHARLESTON, SC 29405  
24                                   843-762-6294  
25                                   WWW.CLARKBOLEN.COM

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A P P E A R A N C E S

ON BEHALF OF PLAINTIFF:

BARNWELL WHALEY PATTERSON & HELMS  
BY: MICHAEL BARFIELD  
211 King Street  
Suite 300  
Charleston, SC 29401

ON BEHALF OF DEFENDANTS:

BUIST BYARS & TAYLOR  
BY: HAMLIN O'KELLEY  
652 Coleman Boulevard  
Suite 200  
Mount Pleasant, SC 29464

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**EXHIBIT**  
**I**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIRST JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	C/A No. 2019-CP-18-02217
 Virgie C. Simmons Family, LLC,	 )	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>CONSENT ORDER FOR REFERENCE</b>
	)	<b>TO THE MASTER</b>
Limetrade, LLC and Limehouse Produce,	)	
LLC,	)	
	)	
Defendants.	)	

This matter, which was originally filed as a jury case, has been transferred recently to the non-jury docket by consent of both parties. The parties, as indicated by their signatures below, have requested that the case now be referred to the Dorchester County Master in Equity. Given that this matter is a contract dispute between two sophisticated business entities, this Court agrees that the Master would be well suited to preside over this matter.

Therefore, this case shall be immediately referred to the Master-in-Equity from the date of this Order through its conclusion, in accordance with SCRCF Rule 53(b).

IT IS SO ORDERED.

\_\_\_\_\_  
Dorchester County Clerk of Court

Date: \_\_\_\_\_  
St. George, South Carolina

WE CONSENT:

March 10, 2022

date

s/K. Michael Barfield

K. Michael Barfield (S.C. Bar No. 69400)  
Barnwell Whaley Patterson & Helms, LLC

P.O. Drawer H

Charleston, SC 29402

(843) 577-7700

mbarfield@barnwell-whaley.com

***Counsel for Plaintiff***

March 10, 2022

date

s/G. Hamlin O'Kelly, III

G. Hamlin O'Kelly

Buist, Byars & Taylor, LLC

652 Coleman Blvd., Suite 200

Mt. Pleasant, SC 29405

Hamlin.okelley@buistbyars.com

***Counsel for Defendants***



Dorchester Common Pleas

**Case Caption:** Virgie C Simmons Family Llc VS Limetrade Llc , defendant, et al

**Case Number:** 2019CP1802217

**Type:** Order/Referred to Master or Special Referee

So Ordered

s/Cheryl Graham, Clerk of Court

**EXHIBIT**  
**J**

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF DORCHESTER	)	CASE NO. 2019-CP-18-2217
	)	
Virgie C. Simmons Family, LLC,	)	
	)	<b>NOTICE OF DEPOSITION</b>
	)	<b>OF</b>
Plaintiff,	)	<b>SCOTT MILLIGAN</b>
	)	
vs.	)	
	)	
Limetrade, LLC and Limehouse Produce,	)	
Inc.,	)	
	)	
Defendants.	)	

---

YOU WILL PLEASE TAKE NOTICE that the undersigned attorney for the Defendants, Limetrade, LLC and Limehouse Produce, LLC, will take the deposition of **Scott Milligan**, before a Notary Public, or before some other officer authorized by law on oral examination pursuant to Rule 30, SCRPC, at 10:00 a.m. on January 17, 2022, at the office of Buist Byars & Taylor, LLC, located at 652 Coleman Blvd., Suite 200, Mount Pleasant, South Carolina 29464.

Mt. Pleasant, South Carolina  
December 6, 2021

  
\_\_\_\_\_  
G. Hamlin O'Kelley, III  
SC Bar No. 5149  
652 Coleman Blvd., Suite 200  
Mt. Pleasant, South Carolina 29464  
(843) 856-4488  
[hamlin.okelley@buistbyars.com](mailto:hamlin.okelley@buistbyars.com)  
*Attorney for the Defendants*

**RECEIVED**

**Jun 10 2024**

**SC Court of Appeals**

**CERTIFICATE OF MAILING**

I hereby certify that I mailed the foregoing *Notice of Deposition* on the 10 day of December, 2021, by placing a copy of same in the U.S. Mail, postage prepaid, and addressed to all counsel of record as follows:

K. Michael Barfield, Esq. Barwell Whaley Patterson & Helms LLC PO Drawer H Charleston, SC 29402 <i>Attorney for the Defendants</i>	
--	--



\_\_\_\_\_  
Amanda C. Taylor  
Paralegal to G. Hamlin O'Kelley, III