

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

) CASE NO.: 2021-CP-04-01349

Poly-Med, Inc., Technology Drive 51, LLC,
Technology Drive 52, LLC, PMI Properties, LLC,

Plaintiffs,

v.

Research Park, LLC,

Defendant.

RECEIVED

Dec 27 2024

SC Court of Appeals



FINAL JUDGMENT IN A CIVIL CASE

This action came to trial before the Court, and after the issues have been tried or heard and a decision rendered, it is hereby **ORDERED** and **ADJUDGED** that:

As to Plaintiffs' Claims in this Action:

1. On Plaintiffs' First Cause of Action of Plaintiffs' Amended Complaint for Breach of Restrictive Covenant, judgment hereby enters in favor of Plaintiff, Poly-Med, Inc., against Defendant, Research Park, LLC, in the amount of \$74,001.41, plus attorney's fees, costs and expenses in the amount of \$163,644.25, for a total of \$237,645.66, with interest from the date of judgment at the legal rate as provided by law.
2. Judgment hereby enters in favor of Defendant on Plaintiffs' Second Cause of Action for Conversion and Fifth Cause of Action for an Injunction pursuant to prior orders of this Court.
3. Plaintiffs' Third Cause of Action for Unjust Enrichment was dismissed at trial as Plaintiffs have an adequate remedy at law.
4. Summary Judgment entered in favor of Plaintiffs on their Fourth Cause of Action for an Accounting and Plaintiffs have obtained the accounting they sought.

As to Defendants' Counterclaims in this Action:

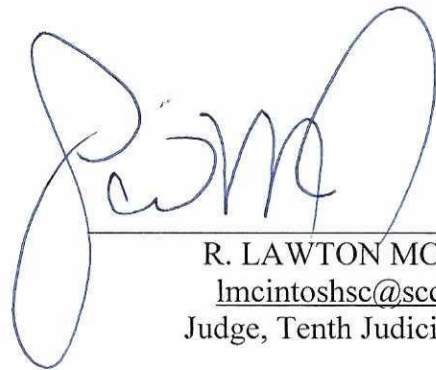
1. On Defendant's Counterclaim for violation of the restrictive covenant regarding the continued presence of "temporary" office trailers on Plaintiffs' premises and request

for removal of the trailers, the Court has elected to suspend the imposition of a date certain by which removal must be accomplished. Instead, from time to time and only upon the request of Defendant's counsel, the Court may require Plaintiffs to provide information by which the Court may evaluate Plaintiffs' advances in the removal of such trailers and/or their replacement with permanent structures. If, upon such review, the Court finds that Plaintiffs' progress has been inadequate, the Court reserves the right to order a specific time frame, or date certain, by which the removal of the temporary trailers must be accomplished.

2. Defendants' Counterclaim for failure to make timely payments of maintenance fees was abandoned at trial.

If, and to the extent, there were other claims or counterclaims of the parties in this action, they were disposed of by prior Orders of the Court.

This Final Judgment ends the case.



R. LAWTON MCINTOSH
lmcintoshsc@sccourts.org
Judge, Tenth Judicial Circuit

12-20, 2024
Anderson, South Carolina