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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

The Honorable James E. Chellis, Master in Equity

Case No. 2019-CP-18-02217

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

vs.

Limetrade, LLC and Limehouse Produce, LLC Respondents

RECORD ON APPEAL, VOLUME II

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March 19, 2025

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 1st 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 5th 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

R. 485

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.

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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

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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.

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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.

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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.

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 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

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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.

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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);

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- 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

1ST 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.

2ND 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

AS 4/27
Lessee's Initials Date

CONTINUED
EXHIBIT "A"
RENT SCHEDULE
LESSOR – VIRGIE C. SIMMONS FAMILY, LLC
LESSEE – EASY TRAY, LLC

3RD YEAR:

RENTAL PAYMENT: The Lessee shall pay to Lessor for the third lease year, Ninety Six Thousand Two Hundred Eleven and 32/100 (\$96,211.32) Dollars to be paid in twelve (12) monthly installments of Eight Thousand Seventeen and 61/100 (\$8,017.61) Dollars beginning July 1, 2006 and ending on June 30, 2007.

COMMON AREA CHARGE: The Lessee shall pay to Lessor for the third lease year, Twenty Three Thousand Nine Hundred Sixteen and 00/100 (\$23,916.00) Dollars to be paid in twelve (12) monthly installments of One Thousand Ninety Three and 00/100 (\$1,916.00) Dollars beginning July 1, 2006 and ending on June 30, 2007.

TOTAL MONTHLY PAYMENT: The Lessee shall pay to Lessor a monthly total payment of Ten Thousand Ten and 61/100 (\$10,010.61) Dollars beginning July 1, 2006 and ending on June 30, 2007.

4TH YEAR:

RENTAL PAYMENT: The Lessee shall pay to Lessor for the fourth lease year, Ninety Eight Thousand One Hundred Thirty Five and 64/100 (\$98,135.64) Dollars to be paid in twelve (12) monthly installments of Eight Thousand One Hundred Seventy Seven and 97/100 (\$8,177.97) Dollars beginning July 1, 2007 and ending on June 30, 2008.

COMMON AREA CHARGE: The Lessee shall pay to Lessor for the third lease year, Twenty Three Thousand Nine Hundred Sixteen and 00/100 (\$23,916.00) Dollars to be paid in twelve (12) monthly installments of One Thousand Ninety Three and 00/100 (\$1,916.00) Dollars beginning July 1, 2007 and ending on June 30, 2008.

TOTAL MONTHLY PAYMENT: The Lessee shall pay to Lessor a monthly total payment of Ten Thousand One Hundred Seventy and 97/100 (\$10,170.97) Dollars beginning July 1, 2007 and ending on June 30, 2008.

Lessor's Initials/ Date

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.

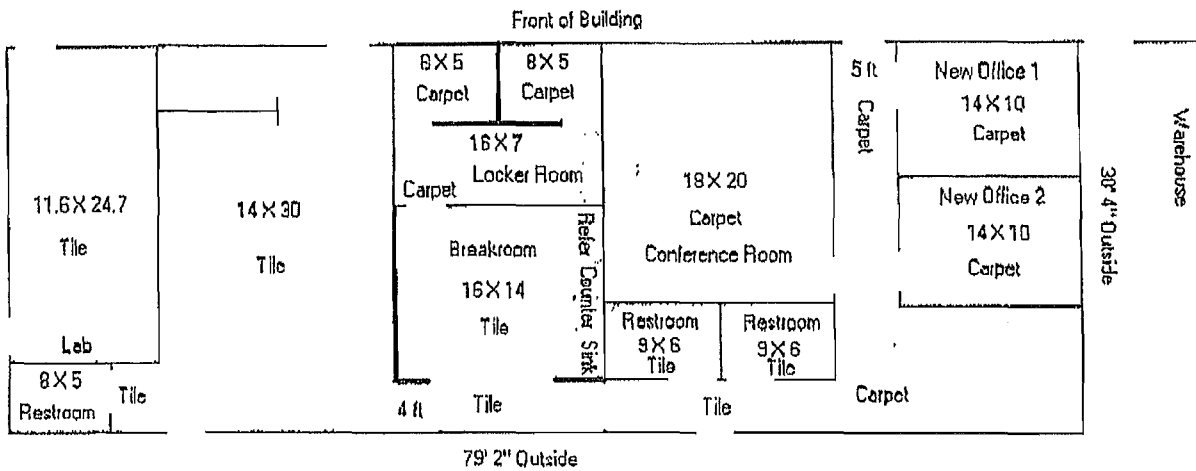
DM5 4/29/04
Lessor's Initials Date

[Signature] 4/27
Lessee's Initials Date

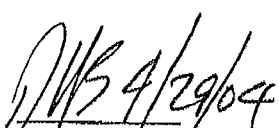
EXHIBIT "C" FLOOR PLANS

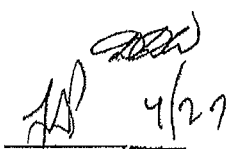
- Existing office area shown with new walls darkened for clarity.
- All dimensions are interior unless otherwise noted and are approximate.

Trade St Office



Warehouse

 4/29/04
 Lessor Date

 4/29
 Lessee Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ASSIGNMENT

THIS AGREEMENT, made this 24th 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.

R. 500

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 29th 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 29th day of May, 2007.

VIRGIE C. SIMMONS FAMILY, LLC

James R. Fentress
Witness

BY: [Signature]
David A. Simmons

[Signature]
Witness

Its: Managing Partner

Simco, Inc. of Charleston

MAILING ADDRESS
P. O. BOX 486
CHARLESTON, SOUTH CAROLINA 29402
(843) 577-8802
FAX (843) 577-9603

Construction - Development

Contract

**Limetrade
4791 Trade Street**

Contract for the following:

- 1. Saw Cut approx 252 Linear feet of Concrete Slab 6" thick \$ 1,005.48
- 2. Break up and remove approximately 1900 sq. ft. of 6" thick concrete \$10,640.00
- 3. Hauling and disposal of removed concrete \$ 1,000.00
- 4. Compact soil as needed \$ 275.00
- 5. Drill and install 2' long #5 dowels every 2' on center along saw cut edges \$ 750.00
- 6. Install 40 Linear ft. of 6" Key way where existing will be removed \$ 130.00
- 7. Install 6 mil plastic on top of exposed dirt \$ 138.00
- 8. Install approximately 1900 sq. ft. of welded wire 6" x 6" with 1.4 x 1.4 re-enforcement mesh \$ 1,530.00
- 9. Pour and finish approximately 36 cubic yards of 3000 psi concrete \$ 5,365.00
(Slick finished without curing compound) \$ 1,750.00
(Pump truck will be used to install concrete) Pump & place \$ 740.00
- 10. Broom sweep areas where construction will be performed \$ 225.00
- 11. Permit \$ 200.00

Total Cost of Labor and Materials.....\$23,748.48

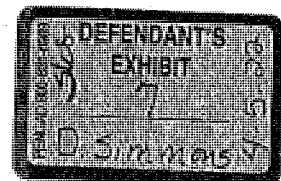
Payment is due upon completion

Signature: [Signature]

Date: 6/8/07

BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.

132
R. 504



Simco, Inc. of Charleston

MAILING ADDRESS
P. O. BOX 485
CHARLESTON, SOUTH CAROLINA 29401
(843) 577-9602
FAX (843) 577-9603

Construction - Development

FACSIMILE TRANSMITTAL SHEET

TO:	Andrea Limehouse	FROM:	JEANNE R. XANTHAKOS
COMPANY:	Limehouse Produce	DATE:	6/7/2007
FAX NUMBER:	556-3950	TOTAL NO. OF PAGES INCLUDING COVER:	2
PHONE NUMBER:	556-3400	BINDER REFERENCE NUMBER:	
MESSAGE:	Contract to begin work		

- URGENT
- FOR REVIEW
- PLEASE COMMENT
- PLEASE REPLY
- PLEASE RECYCLE

Andrea,
 Please sign, date & fax back
 to me @ 577-9603.

Thanks,
 Jeanne

SERVICE INVOICE

To: Limehouse Produce Date: 06.27.2007
Andrea Limehouse Invoice #: 2101171
Terms: Due Upon Receipt

Reference: Concrete Repairs, Concrete Cleaning and Sealing, Epoxy

Concrete Repair:	Repair Concrete - Crack Repair	\$ 2,940.00
Concrete Repair:	Repair Concrete - Patching at Floor Drains and 14 Other Holes and Penetrations	\$ 4,450.00
Concrete Repair:	Repair Concrete - Bolt Hole Repairs	\$ 1,825.00
Concrete Repair:	Acid Resistant Epoxy Coating at Battery Charge Area	\$ 3,465.00
Concrete Clean:	Grind/Hone Concrete To Clean Surface and Treat/Seal With Euclid DiamondHard/Treat/Seal Newly Placed Concrete	\$ 9,815.00
TOTAL AMOUNT NOW DUE		\$ 22,495.00

Please Remit To:

Turner Professionals

1398 Fama Drive

Atlanta, Georgia 30329



1398 Fama Drive Atlanta GA 30329 Phone 404.213.4234 Fax 404.320.3483
kjturner@turnerprofessionals.com

BBT 1374.0004
LimeTrade LLC and Limehouse Produce Inc.

130
R. 506

Limehouse Produce – Charleston, SC
Concrete Repairs, Grinding and Sealing
Page Two

ACID RESISTANT COATING AT BATTERY AREA

7. Prepare a 7 foot by 45 foot area for acid resistant, epoxy coating. Furnish and install coating system.

The cost for service is \$ 3,465.00 installed.

**GRIND/HONE EXISTING CONCRETE AND TREAT/SEAL EXISTING
CONCRETE WITH EUCLID DIAMONDHARD**

8. Clean, grind, and hone the existing concrete slab. Furnish, apply and polish-in Euclid Diamondhard. Apply Diamondhard to newly-placed concrete.

The cost for service is \$ 9,815.00 installed.

1398 Fatta Drive Atlanta GA 30329 Phone 404.213.4234 Fax 404.320.3483
kjturner@turnerprofessionals.com

BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.

R. 507

STATE OF SOUTH CAROLINA)
) OPTION TO RENEW BUSINESS LEASE
COUNTY OF CHARLESTON)

WHEREAS, the Parties hereto, namely VIRGIE C. SIMMONS FAMILY, LLC (LESSOR) and LIMETRADE, LLC (LESSEE) wish to allow for renewal and extension of that certain Business Lease, dated April 22, 2004 whereby LESSEE has leased the premises known as 4791 Trade Street, North Charleston, SC 29418, Units F, G, H, I, J, K, L, M, N, O, P, Q, R & S, containing (+/-) thirty-one thousand, eight hundred eighty-eight square feet (31,888') from LESSOR; and,

WHEREAS, LESSEE has exercised its last option to renew for a second three (3) year term beginning July 1, 2011; NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS that LESSOR and LESSEE hereby agree that said BUSINESS LEASE is hereby amended to provide a new Paragraph 3. RENEWAL OPTIONS as follows: "LESSEE is hereby granted the option of extending the term of this Lease for a period of four (4), 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 increase in annual rent with each option exercised."

IN WITNESS WHEREOF we have hereunto set our hands and seals as follows:

Sue Balyard
WITNESS

[Signature]
WITNESS

Dated: July 29, 2011

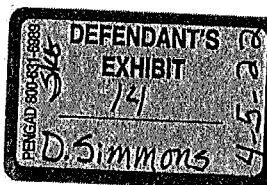
[Signature]
WITNESS

[Signature]
WITNESS

Dated: 8/15/11

LIMETRADE, LLC
BY: [Signature]
JOHN F. LIMEHOUSE MEMBER
TENANT (LESSEE)

[Signature]
BY: VIRGIE C. SIMMONS FAMILY LLC
DAVID A. SIMMONS
LANDLORD (LESSOR)



STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

LEASE EXTENSION AND RENEWAL

WHEREAS, VIRGIE C. SIMMONS FAMILY, LLC (LESSOR) entered into a Business Lease with Easy Tray, LLC dated April 22, 2004 for the property known as 4791 Trade Street, North Charleston, SC, (PREMISES) which Lease was assigned by Easy Tray, LLC to Limehouse Produce, Inc. by assignment dated March 2nd, 2007, and

WHEREAS, Limehouse Produce, Inc. assigned said Lease to Limetrade, LLC (LESSEE) by assignment dated May 24, 2007, and

WHEREAS, LESSOR and LESSEE desire to renew said Lease and extend the term thereof,

NOW THEREFORE, in consideration of the mutual covenants contained herein, LESSOR and LESSEE hereby agree as follows:

1. Upon expiration of said Lease on June 30, 2014, said Lease shall be renewed and extended for an additional term of TWO (2) YEARS, terminating on June 30, 2016;
2. LESSEE shall have the option to renew this Lease for three (3) additional ONE (1) YEAR terms, said options to be exercised at least ninety (90) days prior to the end of any unexpired term (i.e., March 31, 2016, 2017 and 2018);
3. All other terms and conditions of the Lease, including rent and rent increases shall remain unchanged.

IN WITNESS WHEREOF, LESSOR and LESSEE, by and through their duly authorized officers, have caused this LEASE EXTENSION AND RENEWAL to be executed this 22nd day of March 2014.

[Signature]
WITNESS

VIRGIE C. SIMMONS FAMILY, LLC
LESSOR

BY: [Signature]
DAVID A. SIMMONS

ITS: Managing Partner
DATE SIGNED: 3/22/14, 2014

[Signature]
WITNESS

LIMETRADE, LLC
LESSEE

BY: [Signature]
JOHN F. LIMEHOUSE

ITS: Managing Partner
DATE SIGNED: 2/28/14, 2014

[Signature]
WITNESS

[Signature]
WITNESS

BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.
R. 509

Date	<u>12-6-21</u>
Exhibit	<u>3</u>
Witness	<u>A. Limehouse</u>

McLean Court Reporting

Photo Dated 10.8.16



PENGAD 600-831-0860
Sub
DEFENDANT'S
EXHIBIT
8
D. Simmons
4-5-22



SOUTHEASTERN CONSTRUCTION

P O Box 2370
Summerville, SC 29484
Phone: 843-821-2071
Fax: 843-821-0054

Invoice

Date	Invoice #
7/26/2017	17-179

Bill To
Carner GEX, LLC PO Box 71229 N. Charleston, SC 29415-1229

Project
4791 Trade Street

Description	Amount
Nature's Calling - Dumpster	1,245.00
Neff Rental - Scissor Lift	840.60
Ram Tool - Rebar	128.72
SECC Labor	687.50
Wando Redi-Mix - Concrete	688.60
Contractors Fee	574.47

Balance Due	\$4,164.89
--------------------	------------



BBT Limetrade LLC and Limehouse Produce Inc.



Nature's Calling, Inc.
 P.O. Box 30039
 Charleston, SC 29417-0039
 Phone: (843) 529-1399
 Fax: (843) 744-8279

WJ

CUSTOMER NO	003471
INVOICE DATE	6/18/2017
INVOICE NO	0000616494
CUSTOMER PO	
DUE DATE	7/18/2017

Trade St.

DATE	FREQUENCY	DESCRIPTION	QUANTITY	RATE	AMOUNT
------	-----------	-------------	----------	------	--------

New Charges

Site: 003471-049 - Southeastern Construction - 4791 Trade St					
6/13/2017		Disposal Charge Per Ton - WO: 0000783544	3.00	\$45.00	\$135.00
6/13/2017		Dump & Switch - 30 Yd Roll Off - WO: 0000783544	1.00	\$165.00	\$165.00

Total New Charges: \$300.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Nature's Calling, Inc.
 P.O. Box 30039
 Charleston, SC 29417-0039
 Phone: (843) 529-1399

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
003471	6/18/2017	0000616494	\$ 300.00
CHECK NO		AMOUNT ENCLOSED	
		\$	

Southeastern Construction
 PO Box 2370
 Summerville, SC 29484

Be sure to write your customer number on your check

BBT Limetrade LLC and Limehouse Produce Inc.



Nature's Calling, Inc.
 P.O. Box 30039
 Charleston, SC 29417-0039
 Phone: (843) 529-1399
 Fax: (843) 744-8279

UAI

CUSTOMER NO	003471
INVOICE DATE	7/9/2017
INVOICE NO	0000620926
CUSTOMER PO	
DUE DATE	8/8/2017

Trade

DATE	FREQUENCY	DESCRIPTION	QUANTITY	RATE	AMOUNT
------	-----------	-------------	----------	------	--------

New Charges

Site 003471-049 - Southeastern Construction - 4791 Trade St

7/7/2017		Disposal Charge Per Ton - WO: 0000741086	4.00	\$45.00	\$180.00
7/7/2017		Dump & Switch - 30 Yd Roll Off - WO: 0000741086	1.00	\$165.00	\$165.00

Total New Charges: \$345.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Nature's Calling, Inc.
 P.O. Box 30039
 Charleston, SC 29417-0039
 Phone: (843) 529-1399

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
003471	7/9/2017	0000620926	\$ 345.00
CHECK NO		AMOUNT ENCLOSED	
		\$	

Southeastern Construction
 PO Box 2370
 Summerville, SC 29484

Be sure to write your customer number on your check

BBT Limetrade LLC and Limehouse Produce Inc.



Nature's Calling, Inc.
 P.O. Box 30039
 Charleston, SC 29417-0039
 Phone: (843) 529-1399
 Fax: (843) 744-8279

LM

CUSTOMER NO.	003471
INVOICE DATE	6/25/2017
INVOICE NO	0000517990
CUSTOMER PO	
DUE DATE	7/25/2017

Trade St.

DATE	FREQUENCY	DESCRIPTION	QUANTITY	RATE	AMOUNT
------	-----------	-------------	----------	------	--------

New Charges

Site 003471-049 - Southeastern Construction - 4791 Trade St

6/20/2017		Disposal Charge Per Ton - WO: 0000736002	3.00	\$45.00	\$135.00
6/20/2017		Dump & Switch - 30 Yd Roll Off - WO: 0000736002	1.00	\$165.00	\$165.00
6/23/2017		Disposal Charge Per Ton - WO: 0000738105	3.00	\$45.00	\$135.00
6/23/2017		Dump & Switch - 30 Yd Roll Off - WO: 0000738105	1.00	\$165.00	\$165.00

Total New Charges: \$600.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Nature's Calling, Inc.
 P.O. Box 30039
 Charleston, SC 29417-0039
 Phone: (843) 529-1399

CUSTOMER NO	INVOICE DATE	INVOICE NO	NEW CHARGES
003471	6/25/2017	0000517990	\$ 600.00
CHECK NO		AMOUNT ENCLOSED	
		\$	

Southeastern Construction
 PO Box 2370
 Summerville, SC 29484

Be sure to write your customer number on your check



THANK YOU FOR CHOOSING NEFF RENTAL

PAGE 1

RENTAL RETURN

INVOICE DATE: 7/03/17
 INVOICE #: 25002986-0001

OM

BRANCH: CHR
 PHONE: 843-760-6333

LHP
 NEFF RENTAL LLC
 PO BOX 405138
 ATLANTA, GA 30384-5138

DATE AND TIME OUT
8/23/17 9:00AM
DATE AND TIME RELEASED
DATE AND TIME RETURNED
7/03/17 12:21PM
EST. DATE TO BE RETURNED
7/07/17 9:00 A
SALESPERSON #
72957 Terr

**NOTICE: PLEASE REMIT PAYMENTS ONLY TO ABOVE ADDRESS AND INCLUDE INVOICE #

RENTED TO: SOUTHEASTERN CONSTRUCTION CORP
 PO BOX 2370
 SUMMERVILLE, SC 29484

SHIPPED TO: SOUTHEASTERN CONSTRUCTION CORP
 LIMEHOUSE PRODUCE
 4791 TRADE STREET
 NORTH CHARLESTON, SC 29418

Job Location LIMEHOUSE PRODUCE, NORTH CHARLESTON

Job Number 6 - SOUTHEASTERN

CUSTOMER# 3368002	PHONE 843-821-2071	ORDERED BY 268131-James Willis	PURCHASE ORDER #
----------------------	-----------------------	-----------------------------------	------------------

CUSTOMER MUST CALL NEFF AND OBTAIN NUMBER TO RELEASE EQUIPMENT AND IS RESPONSIBLE FOR EQUIPMENT, FUEL, TIRE REPAIRS, AND DAMAGES UNTIL PICKED UP BY NEFF.

Trade

Qty	Equipment #	Day	Week	4 Week	Total
1	SCISSOR LIFT 26' NARROW ELECTRIC 7032987 Serial #:27032987	1.35.00	295.00	595.00	565.00
		HR OUT1	3.60 HR IN1	8.40	

Qty	Item Number	Unit	Price	Total
1	SCHERF SC HEAVY EQUIP RENTAL FEE	EA	14.125	14.13
1	ENVE ENVIRONMENTAL	EA	8.480	8.48

DELIVERY INSTRUCTIONS:
 DELIVERY CHARGE
 PICKUP CHARGE

50.00
 50.00

LOSS AND DAMAGE WAIVER (LDW) LDW IS NOT INSURANCE. This contract offers an optional loss damage waiver for an additional charge to cover Customer's responsibility for loss of or damage to the equipment. Customer may waive LDW coverage provided proof of insurance is given as required by paragraph 8 of the back of this contract. Customer may consider whether your insurance policies afford you coverage for loss of or damage to the equipment rented and the amount of the deductible under your policies. By his/her initials, Customer agrees to pay a fee of 16% of the gross rental charges hereunder in consideration of Lessor agreeing to waive certain claims against customer for loss of or damage to said equipment, provided equipment is used in conformity with this contract including the conditions specified on the reverse side of this contract.

ACCEPTS _____ DECLINES _____

LDW:	84.75
SUB-TOTAL:	772.36
SALES TAX:	68.24
TOTAL:	840.60
DEPOSIT:	
NET DUE:	

The equipment described herein is rented pursuant to and in accordance with the terms and conditions set out on the reverse side of this agreement. Customer represents that he/she has read and agrees to the same.

SIGNING FOR CUSTOMER x _____ PRINT NAME _____
 TERMS & CONDITIONS ON THE OTHER SIDE

RENTAL CONTACT INFO:

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE!

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CLEANING CHARGES MAY APPLY

Terms: Payment Due Net 10

RAM TOOL

CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
 (205) 714-3300 / (800) 890-1988
 FAX# (205) 322-6311

Please Remit To:
 RAM Tool A/R Dept.
 P.O. Box 743487
 Atlanta, GA 30374-3487

Page 1 of 1

Invoice

93778256
 06/26/2017

Sold-To Party : 141212

0170140139073107461050010257123171701037410 1/2



SOUTHEASTERN CONSTRUCTION
 OF SUMMERVILLE INC
 PO BOX 2870
 SUMMERVILLE SC 29484

DOCUMENTS

as Order: 8769701

No.: 4791 TRADE STREET

Ship-To-Party : 5211684

SOUTHEASTERN CONSTRUCTION

OF SUMMERVILLE INC

112 WEST DOTY AVE STE A

SUMMERVILLE SC 29488

4791 Trade
 INFORMATION

Incoterm

004 Truck Delivery

Branch Location

SC01 CHARLESTON, SC

Total Invoice Amount

128.72 USD

Terms of Payment

Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	REB-5 #5 5/8 IN X 20 FT REBAR GRADE 60	15 EA	8.02000	120.30
Subtotal Before Tax				120.30
Total Sales Tax				8.42
Total Invoice in USD				128.72

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal.
 Please contact us to learn more. customerrequest@ram-tool.com

SOUTHEASTERN CONSTRUCTION TIME SHEET

EMPLOYEE NAME Erwin & Crew

FOR WEEK ENDING 7-2-17

JOB NAME	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTALS	
X LHP Trade St.	10							10	
	<i>street trench</i>								
Cameron		10	4					14	
	<i>pour drive</i>								
	<i>pour drive</i>								
Norman			4	fill for foundations				6	
507 King				10	Rear Sheet				10

Erwin 10 @ 25 250

Elias 10 @ 15 150

David 10 @ 15 150


550

X 1.25

687.50

WANDO REDIMIX LLC
 PO BOX 61389
 CHARLESTON, SC 29419-1389

Invoice 14545

Bill to: SOUTHEASTERN CONSTRUCTION OF SUMMERVILLE INC PO BOX 2870 SUMMERVILLE, SC 29484	Job:  Trade St.
---	--

Invoice #: Payment Terms: Customer Code:	14545 NET 30 DAYS S0U002	Date: Customer P.O. #: Salesperson:	06/26/17 4791 TRADE ST
--	--------------------------------	---	-------------------------------

Remarks: 4791 TRADE ST

Quantity	Description	U/M	Unit Price	Extension
4.000	3000 789 MIX	CY	135.00	540.00
1.000	SMALL LOAD FEE	EA	100.00	100.00
			Subtotal:	640.00
			Sales Tax:	48.60
			Total:	688.60

Invoices are payable upon receipt.
 A service charge of 1½%
 per month (18% annually)
 will be added on all balances
 past due thirty (30) days or more.

INVOICES OUTSTANDING
 BY DAY 60 MAY RESULT
 IN ACCOUNT SUSPENSION

DATE	CUSTOMER	PROJECT	TICKET	3000789 MIX	6/10/17
6/26/2017	SOUQO2	4791 TRADE ST (2656)	69617	4	

wando redimix, llc

P.O. Box 61389
CHARLESTON, SC 29419-1389

INVOICE NO. **069617-2**

Plant 1
621 Klister Lane

Plant 2 Dispatch
Ph. (843) 534-2550 • 2025 Cherry Hill Lane
Office Ph. (843) 572-1411
69617

DELIVERY CONDITION: PURCHASER ASSUMES RESPONSIBILITY AT CURBLINE. Driver will add water in excess of mix design only at customer's request & responsibility. Thirty minutes will be allowed to unload truck. Extra time will be charged at \$35.00 per hour. **CAUTION:** See reverse side for handling fresh concrete.

FINANCE CHARGES: Account unpaid by the 25th of the month will be subject to a finance charge. Finance charge is computed by a periodic rate of 1 1/2 % per month, which is AN ANNUAL PERCENTAGE RATE of 18% applied to the previous balance.

ATTORNEY FEES: In the event this account is placed in the hands of an attorney for collection or suit instituted to collect same or any portion thereof, I and/or we agree and promise to pay an ATTORNEY FEE of 15% of the balance then due and owing and all costs of collection.

CAUTION: See reverse side for handling fresh concrete.

CUSTOMER ID 80UC02		P. O. NUMBER		JOB NUMBER		DATE 06/26/17		TIME OUT 12:17		TIME ON JOB		
SOLD TO SOUTHEASTERN CONSTRUCTION OF S P O BOX 2370 SUMMERVILLE SC 29484				DELIVER TO 4791 TRADE STREET N CHAS SC				TIME OFF JOB		TIME IN		
QUANTITY THIS LOAD	QUANTITY ORDERED	QUANTITY DELIVERED	PRODUCT CODE	PRODUCT DESCRIPTION			U/M	UNIT PRICE	EXTENDED PRICE			
4.00 1.00	4.00 1.00	4.00 1.00	03000789 3-5 SM.	03000789 WR AEA 3.5 - 5 YDS SMALL L								
TRUCK 805	DRIVER SCOTT	SLUMP 5 in	BATCHED BY Rich	USE OF CONCRETE TRENCH DRAIN			EXTRA CHARGES					
PLANT ID PLT 1		ORDERED BY JAMES		RUNNING TOTAL				SUB-TOTAL				
							TAX					
							TOTAL					

WATER ADDED BY RECEIVER OF CONCRETE AT JOB SITE _____ GALLONS

CUSTOMER SIGNATURE _____

INSTRUCTIONS

Truck: 805 Driver: SCOTT User: Rich Disp Ticket Num: 69617 Ticket ID: 12:11 6/26/17
Load Size: 4.00 yd Mix Code: 03000789 Returned Qty: 5:24 Mix Age: 12704 LOAD TIME: 12704

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual-Wet
789 GRANITE	1500 lb	6030 lb	6000 lb	-0.50%	0.50% M	4 gal
SAND	1420 lb	5050 lb	5040 lb	-0.18%	3.00% M	20 gal
CEMENT	440 lb	1760 lb	1800 lb	2.27%		
FLY ASH	125 lb	500 lb	510 lb	2.00%		
WATER	39 gal	100 gal	100 gal	0.01%		100 gal
AD WTR REDUC	10.00 oz	72.00 oz	69.00 oz	-4.17%		
AD AER	1.00 oz	4.00 oz	3.00 oz	-25.00%		

Actual Num Batches: 1 BBT Limetrade LLC and Limehouse Produce Inc.

Load Total: 15056 lb Design 0.576 Water/Cement 0.564 86 Design 156.0 gal Actual 132.0 gal To Add: 4.0 gal
Slump: 5.00 in Water in Truck: 20.0 gal Adjust Water: 0.0 gal / Load Trim Water: -1.0 gal/ yd

GARON PRODUCTS, INC.

Invoice 59091

Invoice Date 10/27/09

Bill To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Ship To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Customer	Ship Via	F.O.B.		Terms	
LIH010	PPD&ADD	ORIGIN		Master Card	
Purchase Order Number			Salesperson	Order Date	Our Order Number
CC			WEB	10/26/09	63233
Quantity Ordered	Quantity Shipped Back Ordered	Item Number Item Description	Unit of Measure	Unit Price Discount % Tax	Extended Price
1.00	1.00 0.00	157602 TRAFFIC-FAST 5-GL PL 64# Lot#=31064	EACH	339.00 N	339.00
1.00	1.00 0.00	FREIGHT Freight	EACH	38.38 N	38.38
Subtotal					377.38
Freight					0.00
Tax					0.00
Paid to Date					377.38
Balance					0.00
Finished	BBT Limetrade LLC and Limehouse Produce Inc.				

GARON PRODUCTS, INC.

Invoice 59250

Invoice Date 11/23/09

Bill To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Ship To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Customer	Ship Via	F.O.B.	Terms		
LIH010	PPD&ADD	ORIGIN	Master Card		
Purchase Order Number		Salesperson	Order Date	Our Order Number	
CC		WEB	11/20/09	63388	
Quantity Ordered	Quantity Shipped Back Ordered	Item Number Item Description	Unit of Measure	Unit Price Discount % Tax	Extended Price
1.00	1.00 0.00	47082 ARCTIC FREEZITE 2-GL UNIT 21# ORMD Lot#=02126	EACH	189.00 N	189.00
1.00	1.00 0.00	FREIGHT Freight	EACH	28.43 N	28.43
Subtotal					217.43
Freight					0.00
Tax					0.00
Paid to Date					217.43
Balance					0.00
Finished BBT Limetrade LLC and Limehouse Produce Inc.					

GARON PRODUCTS, INC.

Invoice 63080

Invoice Date 09/26/11

Bill To:
Limehouse Produce Inc
4791 Trade St
North Charleston, SC 29418

Ship To:
Limehouse Produce Inc
4791 Trade St
North Charleston, SC 29418

Customer	Ship Via	F.O.B.	Terms			
LIH010	PPD&ADD	ORIGIN	Master Card			
Purchase Order Number		Salesperson	Order Date	Our Order Number		
DZ09222011		WEB	09/23/11	67265		
Quantity Ordered	Quantity Shipped	Item Number Item Description	Unit of Measure	Unit Price		Extended Price
	Back Ordered			Discount %	Tax	
3.00	3.00	157602	EACH	339.00		1017.00
	0.00	TRAFFIC-FAST 5-GL PL 64# Lot#=33304			N	
1.00	1.00	FREIGHT	EACH	120.90		120.90
	0.00	Freight			N	
Subtotal						1137.90
Freight						0.00
Tax						0.00
Paid to Date						1137.90
Finished	BBT Limetrade LLC and Limehouse Produce Inc.					
89 Balance						0.00

GARON PRODUCTS, INC.

Invoice 63160

Invoice Date 10/12/11

Bill To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Ship To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Customer	Ship Via	F.O.B.	Terms			
LIH010	PPD&ADD	ORIGIN	Master Card			
Purchase Order Number		Salesperson	Order Date	Our Order Number		
CC		DRG	10/11/11	67349		
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description		Discount %	Tax	
3.00	3.00	70719	EACH	310.00		930.00
	0.00	GARON SEAL HCR 1.5-GL UNIT 16# Lot#=33670		N		
2.00	2.00	93449	EACH	40.00		80.00
	0.00	CRACK SQUEEGEE & HANDLE 4#		N		
1.00	1.00	FREIGHT	EACH	319.93		319.93
	0.00	Freight		N		
Subtotal 1329.93 Freight 0.00 Tax 0.00 Paid to Date 1329.93						
Finished	BBT Limetrade LLC and Limehouse Produce Inc.				90	0.00
						Balance

GARON PRODUCTS, INC.

Invoice 67856

Invoice Date 06/09/14

Bill To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Ship To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Customer	Ship Via	F.O.B.	Terms			
LIH010	PPD&ADD	ORIGIN	Credit Card from eCo			
Purchase Order Number		Salesperson	Order Date	Our Order Number		
CC-Debbie Zecopoulos		WEB	06/02/14	72078		
Quantity Ordered	Quantity Shipped	Item Number	Unit of Measure	Unit Price		Extended Price
	Back Ordered	Item Description		Discount %	Tax	
3.00	3.00	47082DGR	EACH	209.44		628.32
	0.00	ARCTIC FREEZITE DARK GRAY 2-GL UNIT 21# ORMD Lot#=03876			N	
1.00	1.00	FREIGHT	EACH	128.61		128.61
	0.00	Freight			N	
Subtotal 756.93 Freight 0.00 Tax 0.00 Paid to Date 756.93						
Finished BBT Limetrade LLC and Limehouse Produce Inc.						0.00
91						
Balance						

GARON PRODUCTS, INC.

Invoice 67949

Invoice Date 06/30/14

Bill To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Ship To:
 Limehouse Produce Inc
 4791 Trade St
 North Charleston, SC 29418

Customer	Ship Via	F.O.B.	Terms			
LIH010	PPD&ADD	ORIGIN	Credit Card from eCo			
Purchase Order Number		Salesperson	Order Date	Our Order Number		
CC-Debbie Zecopoulos		WEB	06/30/14	72203		
Quantity Ordered	Quantity Shipped	Item Number Item Description	Unit of Measure	Unit Price		Extended Price
	Back Ordered			Discount %	Tax	
3.00	3.00	157602	EACH	374.45		1123.35
	0.00	TRAFFIC-FAST 5-GL PL 64# Lot#=36118			N	
1.00	1.00	FREIGHT	EACH	128.61		128.61
	0.00	Freight			N	
Subtotal 1251.96 Freight 0.00 Tax 0.00 Paid to Date 1251.96						
Finished	BBT Limetrade LLC and Limehouse Produce Inc.					0.00
	92	Balance				

Subject: Re: Trade Street

Date: Tuesday, July 25, 2017 at 1:58:37 PM Eastern Daylight Time

From: David Simmons

To: Gray Taylor

Gray,

I appreciate you responding. I will turn this over to Jeff Bogdan at Barnwell Whaley Patterson and Helms. I have copied Jeff on this email and will bring him up to speed on the issues.

The floor trench drains have not been capped off below the slab and the trench drain inserts have not been removed and replaced with new concrete. Limehouse had their contractor simple pour concrete into the trench inserts which is not expectable nor would meet industry standards. In addition to the drains, the refrigerated cooler unit were installed to the concrete floor using a thunder stud system (Minium of 75). When the cooler was removed, the contractor simply ground the thunder studs off leaving many of the thunder studs sticking up above the slab. Again, this is not to industry standards. In addition to the thunder studs, there were also w 4" pipe corner protectors installed in and outside of the cooler to protect the corners and door openings that have been simply ground off leaving many of them sticking up above the slab. Again, this is not to industry standards. The thunder studs and 4" pipe should have been removed and patch using a product recommended for this use.

As you have stated, Section 14 does call for **floor modifications are required to be returned to their prior condition at Lease termination.** As of today, the modifications have not been addressed at all or have not been properly restored to its original state. The space is currently not able to be leased. I have tried to be fair and have asked Andrea to repair the items per the lease. I believe until the space is turned back over in its original condition minus normal wear and tear, Limehouse Produce will need to continue paying the monthly rent.

I have enjoyed having Andrea and Jack as tenants over the years and I am sorry it has come down to having council involved.

Respectfully,

David

David A. Simmons
Simmons Realty Co.
843 577-9600



From: Gray Taylor <gray.taylor@buistbyars.com>

Date: Tuesday, July 25, 2017 1:19 PM

To: David <dsimmons@simmonsrealtyco.com>

Subject: FW: Trade Street

Mr. Simmons,

I represent Limetrade, LLC, and have been asked to respond to your emails below. I have reviewed the Business Lease for 4791 Trade Street, dated April 22, 2004, originally entered into by an between Virgie G. Simmons Family, LLC, as Landlord, and Easy Tray, LLC, as Tenant. By an Assignment dated March 3, 2007, the Business Lease was assigned to Limehouse Produce, Inc., and by an Assignment dated May 24, 2007, the Business Lease was assigned to Limetrade, LLC. The Business Lease, as assigned, is referred to herein as the "Lease".

Section 14 of the Lease, entitled "Improvements", deals with improvements and modifications which the Tenant was authorized to make to the Premises, and specifically authorized the Tenant to make "modifications to the floors and special electrical and lighting requirements". Section 14 further authorized the Tenant to make certain floor modifications. Of these authorized improvements, only the floor modifications are required to be returned to their prior condition at Lease termination. Specifically, Section 14 states that "Lessor request[s] that floor modifications must be remedied at the termination of this Lease; normal wear and tear excepted".

It is my understanding that Limetrade, LLC has installed lighting superior to the original installation, filled in the floor drains, cleaned the floors and removed any ducting suspended from the roof rafters. Limetrade, LLC has not (and will not) repair concrete damage due to subsidence from engineering issues with the Premises, or make any of the wish list of repairs detailed in your emails below.

Please direct all future communication regarding this information to me.

Sincerely,

Gray B. Taylor

Buist Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
Email: gray.taylor@buistbyars.com
Direct Line: 843.284.1407
Main Office: 843.856.4488



From: David Simmons [<mailto:dsimmons@simmonsrealtyco.com>]
Sent: Tuesday, July 25, 2017 9:24 AM
To: Andrea Limehouse
Subject: Re: Trade Street

Andrea,

I want to make sure you received my email from July 19, 2017? Please let me know if you would like to meet this week. I am really needing to get this resolved. If you are not planning to do any of the repairs, please let me know so that I can forward to my legal council for review.
I look forward hearing from you.

David

From: David <dsimmons@simmonsrealtyco.com>
Date: Wednesday, July 19, 2017 6:07 PM
To: Andrea Limehouse <andrea@limehouseproduce.com>
Cc: "david@southeasternconstructionco.com" <david@southeasternconstructionco.com>
Subject: Re: Trade Street

Andrea,

I am surprised were you are saying "I wish you had been more specific when we met with David Willis and complied when we asked for a written list of your requests" as we went through the building inside and out and I pointed out many items that need to repaired or replaced including the discussion concerning removing the floor drains and the infilled concrete done at the time of installing the floor drainage. Further more I also said that it would need to have rebar drilled into both side of the cuts and extending from side to side. I am not sure why we meet on site if you and your contractor were not taking notes during our walk through.

The filling of the existing drainage trough with concrete is not expectable. Furthermore, the finishing or the lack there of, is total not acceptable. I will be glad to meet you on site again for another walk through. I need all repairs made ASAP.

I am listing items that come to mind but this list made not be complete.

1. Remove floor drainage system complete and cap drain line at connection point beneath slab. Remove concrete around drainage system back to original concrete at saw cut. Install rebar every 16" on center drilling 6" into both side of existing concrete cuts. Install moisture barrier and pom 4000 psi concrete and finish concrete to the finish of the existing slab and to industry practices.
2. Remove all sawed off steel pipes that were on corners of cooler. Saw cut 12" x 12" square and installed rebar drilling into existing 6". Install moisture barrier and pom 4000 psi concrete and finish concrete to the finish of the existing slab and to industry practices.
3. Remove all anchor studs used to connect cooler to concrete flooring that have been ground off. Repair hole using and epoxy filler.
4. Remove all disconnects, conduits, wiring and devices left behind. Patch penetrations through concrete wall panels with a suitable epoxy.
5. Reinstall warehouse lighting back to original state. Remove Video Cameras, wiring and patch holes.
6. Install all remved electrical services as discussed.
7. Install missing roll up door panels.

Again please do not think this list is all of the items that must be taken care of. I have now leased part of the space and need for the items you need to correct done quickly.

From: Andrea Limehouse <andrea@limehouseproduce.com>
Date: Friday, July 14, 2017 3:35 PM
To: David <dsimmons@simmonsrealtyco.com>
Cc: "david@southeasternconstructionco.com" <david@southeasternconstructionco.com>
Subject: Re: Trade Street

David,

I spoke to SCEG and they said they will bridge the coverage so there will not be a period without power. I wish you had been more specific when we met with David Willis and complied when we asked for a written list of your requests. I understand you were going out of town but if you remember I had asked you repeatedly to meet before we vacated and we left the building 6/3/2017 so you have had plenty of time. I believe the drains were filled

the week of 6/25/2017 almost three weeks ago so if you were dissatisfied I would have expected a more timely response.

I am copying David Willis as he was responsible for installing rebar and filling the drains.

Andrea

Sent from my iPhone

On Jul 14, 2017, at 3:00 PM, David Simmons <dsimmons@simmonsrealtyco.com> wrote:

Andrea,

We have already called SCEG about having both meters switched into our names and we have a confirmation number.

On a different note, until the concrete floor drains are corrected, it goes without saying that Limehouse Produce will be responsible for paying rent until the repairs are completed as the space is not rentable in the condition that it is in now.

Please let me know when I can expect the floor drains to be removed and the concrete to be repaired correctly.

David

From: Andrea Limehouse [<mailto:andrea@limehouseproduce.com>]

Sent: Friday, July 14, 2017 1:22 PM

To: David Simmons <dsimmons@simmonsrealtyco.com>

Subject: Trade Street

David,

I have not disconnected the power at 4791 Trade Street yet as the sump pump runs on our circuit.

We had two other pumps to keep up with normal conditions and the dock filled half way the weekend of 7/1 with your pump running. Do you want to switch the power before I disconnect?

Andrea

From: [Jeff Bogdan](#)
To: [Lindsey Perkins](#)
Subject: FW: Trade Street
Date: Wednesday, August 02, 2017 11:42:32 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)

This email chain goes in the Correspondence folder.

From: David Simmons [mailto:dsimmons@simmonsrealtyco.com]
Sent: Wednesday, July 26, 2017 9:41 AM
To: Jeff Bogdan <jbogdan@barnwell-whaley.com>; Guy Dabbs <gdabbs@barnwell-whaley.com>
Subject: Fwd: Trade Street

Please see email below from Limehouse council.

Thanks

Sent from my iPhone

Begin forwarded message:

From: Gray Taylor <gray.taylor@buistbyars.com>
Date: July 25, 2017 at 1:19:32 PM EDT
To: "dsimmons@simmonsrealtyco.com" <dsimmons@simmonsrealtyco.com>
Subject: FW: Trade Street

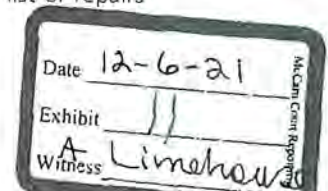
Mr. Simmons,

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It is my understanding that Limetrade, LLC has installed lighting superior to the original installation, filled in the floor drains, cleaned the floors and removed any ducting suspended from the roof rafters. Limetrade, LLC has not (and will not) repair concrete damage due to subsidence from engineering issues with the Premises, or make any of the wish list of repairs detailed in your emails below.

R. 531



Please direct all future communication regarding this information to me.

Sincerely,

Gray B. Taylor

Buist Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
Email: gray.taylor@buistbyars.com
Direct Line: 843.284.1407
Main Office: 843.856.4488



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From: David Simmons [<mailto:dsimmons@simmonsrealtyco.com>]
Sent: Tuesday, July 25, 2017 9:24 AM
To: Andrea Limehouse
Subject: Re: Trade Street

Andrea,

I want to make sure you received my email from July 19, 2017? Please let me know if you would like to meet this week. I am really needing to get this resolved. If you are not planning to do any of the repairs, please let me know so that I can forward to my legal council for review.

I look forward hearing from you.

David

From: David <dsimmons@simmonsrealtyco.com>
Date: Wednesday, July 19, 2017 6:07 PM
To: Andrea Limehouse <andrea@limehouseproduce.com>
Cc: "david@southeasternconstructionco.com" <david@southeasternconstructionco.com>
Subject: Re: Trade Street

Andrea,

I am surprised were you are saying "I wish you had been more specific when we met with David Willis and complied when we asked for a written list of your requests" as we went through the building inside and out and I pointed out many items that need to be repaired or replaced including the discussion concerning removing the floor drains and the infilled concrete done at the time of installing the floor drainage. Furthermore I also said that it would need to have rebar drilled into both side of the cuts and extending from side to side. I am not sure why we meet on site if you and your contractor were not taking notes during our walk through.

The filling of the existing drainage trough with concrete is not expectable. Furthermore, the finishing or the lack thereof, is total not acceptable. I will be glad to meet you on site again for another walk through. I need all repairs made ASAP.

I am listing items that come to mind but this list made not be complete.

1. Remove floor drainage system complete and cap drain line at connection point beneath slab. Remove concrete around drainage system back to original concrete at saw cut. Install rebar every 16" on center drilling 6" into both side of existing concrete cuts. Install moisture barrier and pour 4000 psi concrete and finish concrete to the finish of the existing slab and to industry practices.
2. Remove all sawed off steel pipes that were on corners of cooler. Saw cut 12" x 12" square and installed rebar drilling into existing 6". Install moisture barrier and pour 4000 psi concrete and finish concrete to the finish of the existing slab and to industry practices.
3. Remove all anchor studs used to connect cooler to concrete flooring that have been ground off. Repair hole using and epoxy filler.
4. Remove all disconnects, conduits, wiring and devices left behind. Patch penetrations through concrete wall panels with a suitable epoxy.
5. Reinstall warehouse lighting back to original state. Remove Video Cameras, wiring and patch holes.
6. Install all removed electrical services as discussed.
7. Install missing roll up door panels.

Again please do not think this list is all of the items that must be taken care of. I have now leased part of the space and need for the items you need to correct done quickly.

From: Andrea Limehouse <andrea@limehouseproduce.com>

Date: Friday, July 14, 2017 3:35 PM

To: David <dsimmons@simmonsrealtyco.com>

Cc: "david@southeasternconstructionco.com" <david@southeasternconstructionco.com>

Subject: Re: Trade Street

David,

I spoke to SCEG and they said they will bridge the coverage so there will not be a period without power.

I wish you had been more specific when we met with David Willis and complied when we asked for a written list of your requests. I understand you were going out of town but if you remember I had asked you repeatedly to meet before we vacated and we left the building 6/3/2017 so you have had plenty of time. I believe the drains were filled the week of 6/25/2017 almost three weeks ago so if you were dissatisfied I would have expected a more timely response.

I am copying David Willis as he was responsible for installing rebar and filling the drains.

Andrea

Sent from my iPhone

On Jul 14, 2017, at 3:00 PM, David Simmons <dsimmons@simmonsrealtyco.com> wrote:

Andrea,

We have already called SCEG about having both meters switched into our names and we have a confirmation number.

On a different note, until the concrete floor drains are corrected, it goes without saying that Limehouse Produce will be responsible for paying rent until the repairs are completed as the space is not rentable in the condition that it is in now. Please let me know when I can expect the floor drains to be removed and the concrete to be repaired correctly.

David

From: Andrea Limehouse [<mailto:andrea@limehouseproduce.com>]

Sent: Friday, July 14, 2017 1:22 PM

To: David Simmons <dsimmons@simmonsrealtyco.com>

Subject: Trade Street

David,

I have not disconnected the power at 4791 Trade Street yet as the sump pump runs on our circuit.

We had two other pumps to keep up with normal conditions and the dock filled half way the weekend of 7/1 with your pump running. Do you want to switch the power before I disconnect?

Andrea

om: 430 Thomas Chadwell <Thomas.Chadwell@nrxlogistics.com>

Sent: Wednesday, August 8, 2018 5:26 PM

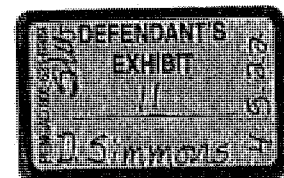
To: Shep Benjamin <sbenjamin@naicharleston.com>; Kristen Anderson
<kanderson@simmonsrealtyco.com>

Subject: Re: Floors at 4791 Trade Street

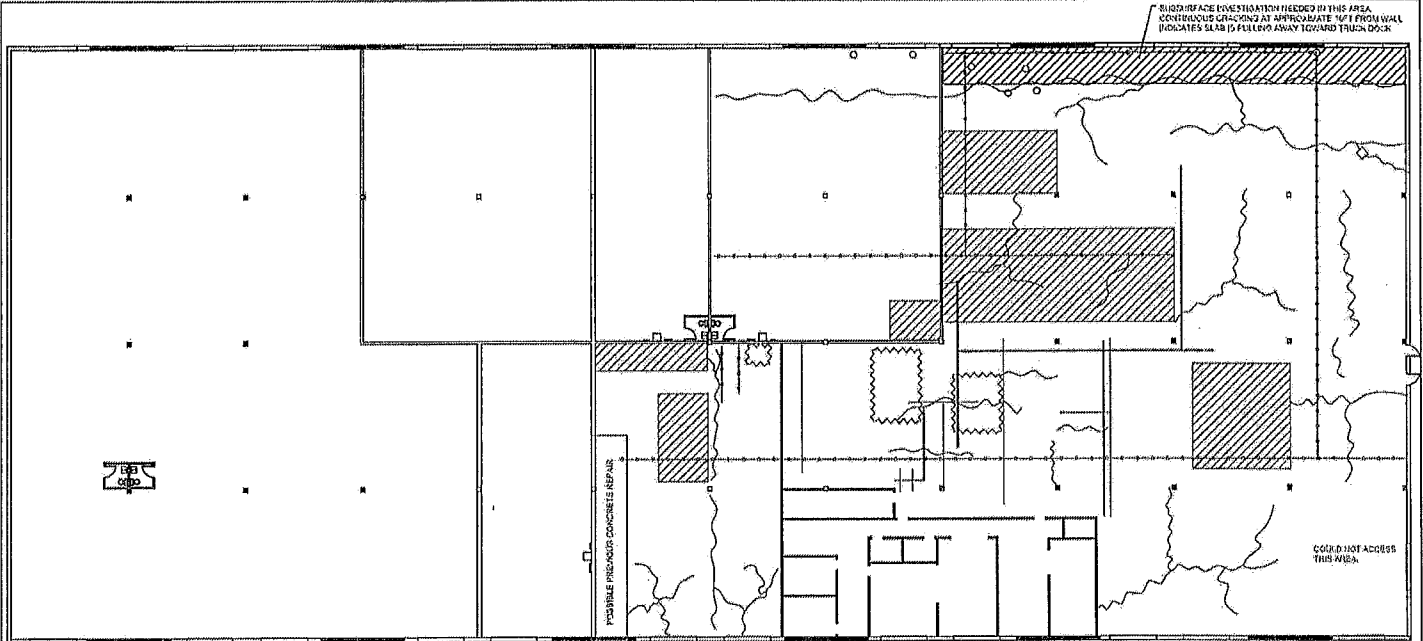
Kristen,
currently the floors have trenches cut into the surface for drainage from the old freezer units the produce company had. also, there is a numerous amount of studs and retainers sticking out of the cement. most of those are not an issue but the trenches going across the warehouse area are causing serious issues with transporting items back and forth. my suggestion is leveling cement poured into the trenches.
hope this clarifies

Tom

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SUBSURFACE INVESTIGATION REVEALED IN THIS AREA CONTINUOUS CRACKING AT APPROXIMATE 10' FROM WALL INDICATES SLAB IS FULLY AWAY TOWARD TRUCK DOCK



- LEGEND**
- TRENCH DRAIN PATCHES
 - SAWCUT LINES
 - REFRIGERATION LINES
 - CRACKS
 - EXPOSED AGGREGATE
 - BOLLARD
 - LEVELING COMPOUND

PRELIMINARY
NOT FOR CONSTRUCTION
1/17 DRAWINGS ARE AT SCALE

**BERENYI
INCORPORATED**

ENGINEERS + ARCHITECTS
CONSTRUCTION MANAGEMENT

4151 TRUCK ST. SUITE 100
DALLAS, TEXAS 75244
972.251.1000

NO.	REVISION	DATE	BY	CHKD BY	DESCRIPTION

4151 TRUCK ST. SUITE 100
DALLAS, TEXAS 75244

PROJECT NO. S100

DATE: 08/20/2025

Berenyi Incorporated
 Engineers, Architects, and Construction

Date: 23-May-19

23050 square feet

Cost Estimate for: Simmons Realty
 Project Number: 19-000
 Project Name: Trade ST Slab
 Revision: 0



Project Phase	Description	Unit	Material	Labor	Equip.	Total	Quantity Estimated	Unit	Total Cost	Comments
General Conditions										
Mobilization		LUMP \$	-	\$	-	\$	1	LUMP \$	-	
Dumpsters, Portals, Wash Stations		WK \$	-	\$	-	\$	6	WK \$	-	
Project Management		WKS \$	-	\$	-	\$	7	WKS \$	-	
Geo Tech		LUMP \$	-	\$	-	\$	1	LUMP \$	-	
Structural Engineering		LUMP \$	-	\$	-	\$	1	LUMP \$	-	For sub-grade investigation at truck dock
							General Conditions		25,000.00	
Site Work and Demolition										
Containers		LUMP \$	-	\$	-	\$	3	LUMP \$	-	
Sawcut Slab in 4' x 6' sections		LF \$	-	\$	-	\$	10308	LF \$	-	
Haul Off		PER \$	-	\$	-	\$	10	PER \$	-	Multiple Mobilizations
							Site Work and Demolition		55,372.50	
Excavation and Stone Placement										
Excavation		YDS \$	-	\$	-	\$	512	YDS \$	-	If necessary
Stone		YDS \$	-	\$	-	\$	358	YDS \$	-	If necessary
Compaction		LUMP \$	-	\$	-	\$	1	LUMP \$	-	If necessary
							Excavation and Stone Placement		65,085.44	
Concrete										
6" Slab		YDS \$	-	\$	-	\$	470	YDS \$	-	
Floor Densifier		SOFT \$	-	\$	-	\$	23050	SOFT \$	-	
Dowels		PER \$	-	\$	-	\$	640	PER \$	-	
Min. 9" Embedment		LUMP \$	-	\$	-	\$	4	LUMP \$	-	4 cases of HILTI HIT HY200
Epoxy		WKS \$	-	\$	-	\$	6	WKS \$	-	
Concrete Labor		WKS \$	-	\$	-	\$	6	WKS \$	-	
Misc. Concrete Mat and Form work		Concrete \$	-	\$	-	\$		Concrete \$	217,457.50	
Miscellaneous										
Testing		LUMP \$	-	\$	-	\$	1	LUMP \$	-	
Site General conditions		WK \$	-	\$	-	\$	0	WK \$	-	
Field Supervision		WK \$	-	\$	-	\$	0	WK \$	-	
							Miscellaneous		5,000.00	
Basic Labor & Material Subtotal							Subtotal =		367,915.44	<i>Does not include Overhead & Profit</i>
Overhead and Profit										
Project Development	Percentage of subtotal@	15%							\$ 55,187.32	

Estimate Total = \$ 423,102.76

Notes:

Material prices can escalate over time. This estimate considers current material costs.

Printed: 5/23/2019 15:51

Simmons - 0057
 BWPH 5087.003





**REPORT OF
FLOOR SLAB EVALUATION**

**Former Limehouse Produce Warehouse/Distribution Center
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061**

Prepared for:

Ms. Andrea Limehouse
Limehouse Produce
North Charleston, South Carolina
Via email at andrea@limehouseproduce.com

Date	12-6-21	McCurry Court Reports
Exhibit	8	
Witness	A. Limehouse	

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1279 Remount Road
N. Charleston, SC 29406-3439
(843) 566-1264
Fax: (843) 566-1499

February 25, 2020

Ms. Andrea Limehouse
Limehouse Produce
2660 Carner Avenue
North Charleston, South Carolina 29405
Via email at andrea@limehouseproduce.com

**Subject: Report of Floor Slab Evaluation
Former Limehouse Produce Warehouse/Distribution Center
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061**

As requested, our professionals visited the referenced warehouse/distribution facility on February 19 to meet with the client and help assess the concrete floor and subgrade issues in the building.

BACKGROUND

The client, Limehouse Produce, has reported that their produce warehouse/distribution business operated out of the subject space from approximately 2007 to 2018 prior to moving to their new facility. When we visited the site on February 19, 2020, the property owner had recently sawed and removed a large section of the warehouse floor and excavated approximately 1 foot of wet subgrade soil, and was preparing to pour a new floor slab for a new tenant. The removed slab concrete was completely demolished into small pieces and stockpiled in the parking lot where it was being loaded and hauled off-site. A stockpile of wet clayey soil which had been excavated from below the removed slab was adjacent to the concrete debris pile.

SCOPE

CETCO was asked to inspect the site, review photographs taken by the client during the lease term, interview the client for background information, and make observations to indicate the quality of the former slab for typical light to moderate warehouse/distribution use. Our scope of work included:

- review of photographs provided by the client,
- client interviews to learn about relevant past issues,
- visual examination and photography by our Project Engineer of the variations in thickness of the slab pieces in the concrete rubble pile,
- selection of 4 slab pieces from scattered locations in the rubble pile large enough to core to assess concrete strength,

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- sample excavated soil from existing stockpile and lab testing to determine suitability for warehouse/distribution floor support,
- visual examination and photography of the variations in thickness of the remaining slab along the sawed repair edge,
- observations of the current excavated soil subgrade,
- and engineering evaluation of observations and physical test results.

EXPLORATION PROCEDURES

A significant element of the study consisted of visual observations by experienced soil, concrete, and building systems engineers. This included inspecting the remaining mound of demolished concrete, observing and measuring variations in slab thickness found in the rubble pile, and similarly observing the remaining intact slab and measuring varying thickness along the sawed edge. Trained professionals can assess other concrete properties by visual observation of demolished concrete slabs including aggregate particle size distribution, aggregate type, reinforcement, air voids, honeycombs, etc., and variations in slab thickness.

To determine general strength of slab concrete, our field engineers randomly selected four slab pieces that were large enough to saw a core sample and thick enough to get a good compressive strength test. Cores were cut using a standard electric drill rig with a 4-inch diameter core barrel. The coring rig is a "hole saw" and produces a cylindrical sample of concrete for examination and measurement. Core samples were prepared and tested using our calibrated compression machine in accordance with ASTM C-42 to determine compressive strength.

To determine suitability of excavated, previous slab-supporting soils, two bulk samples of the stockpiled soil were obtained from random locations for lab testing including grain size analysis (ASTM D-1140) and plasticity analysis (ASTM D-4318).

Photographic documentation of concrete slab thickness variations and measurements is provided in the appendix.

FINDINGS & OBSERVATIONS

Widely variable slab thickness was observed and measured, generally between 2.5 inches and 10 inches. The photographs in the appendix document variable concrete thickness. The sawed edge of the remaining slab indicates significant subgrade deformation during construction of the slab. This is common when slab concrete is poured by traversing the pour area with concrete trucks, rutting and heaving the soil and deforming the soil surface, resulting in significant variation in slab thickness within a small area.

Report of Floor Slab Evaluation
Former Limehouse Produce Warehouse/Distribution Center
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North Charleston, South Carolina
CETCO Job No. 20-03-061

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Wire mesh (WWF) reinforcement was observed in the stockpiled concrete rubble. Most wire mesh was situated in the bottom ½ inch or less of the slab. We also observed a polyethylene vapor barrier, or evidence that this was present, on the bottom of the slab.

Load transfer dowels were not observed. A metal "keyway" edge form was used to shape the edges of individual slab pours (construction joints). This is a load-transfer mechanism to help spread forklift truck loads from one slab panel to the adjacent panel along construction joints during transit. We did not observe any load transfer mechanisms at sawed control joints.

Our review of photographs provided by the client taken during their lease term indicated major flooding issues with the site and surrounding area. Roof drains deposit water along the base of the building. Standing water was observed on the current cut soil subgrade.

Several photos were provided documenting muddy water on the slab at joints appearing during normal warehouse operations. The client explained that muddy water often erupted from joints when lift trucks traversed the floor, creating unsanitary and slippery conditions.

Our interview with the client indicated frequent serviceability issues with the floor slab during their lease term, including potholes that they covered with steel plates to continue operations.

CONCRETE CORES: Four core samples were obtained from four randomly selected pieces of concrete slab stockpiled in the back of the lot which were large enough and thick enough to cut a proper test sample. Visual examination of the cores indicated quality concrete as evidenced by proper dispersion of variable sizes of coarse aggregate comprised of crushed graded granite, uniformly distributed in a homogeneous sand-cement paste. Air voids or "honeycombs" were not observed in the cores, but were observed in some of the slab pieces and along the sawed edge.

Compressive testing was performed on the cores using our calibrated compression testing machine, with results ranging from 4430 to 5030 psi. Thickness measurements varied from 2.75 to 5.5 inches.

SOIL SUBGRADE: We observed the current subgrade in the floor repair area. The owner had removed approximately 12 inches of original floor-supporting subgrade soil and this material was stockpiled outside in the parking lot. Visual examination of new subgrade soil indicated the soil was clayey sand, and water was observed on top of the soil in many areas. We used a simple probe to assess soils stability and found that the soil is generally solid.

The excavated soil in the stockpile was sampled to determine the suitability of the soil to support industrial concrete floors. We randomly selected two locations to obtain a bulk sample of the soil for lab testing to determine clay content and plasticity.



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**Report of Floor Slab Evaluation
Former Limehouse Produce Warehouse/Distribution Center
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061**

Page 4

Generally the soil excavated from the demolition area was uniform and consisted of clayey sand. Grain size analysis indicated the soil is comprised of fine sand with approximately 15 to 19 percent clay. Plasticity index testing resulted in values in the range of 3 to 5 indicating the clay component of the soil has low plasticity. These values indicate a Unified Soil Classification of SC. AASHTO rates this soil type as "fair to good" as subgrade for pavements or slabs.

Clayey sand is a moisture-sensitive soil type that becomes soft and muddy when wet. The soil has moderate permeability and water that gets to the subgrade due to flooding or other condition will accumulate and sit on the subgrade, causing softening. Evidence of this was indicated by the client photos depicting muddy water on the slab surface adjacent to joints in the slab. We also observed standing water on the current soil subgrade in the repair area inside the building. Refer to the appendix for photos.

Our observations of slab thicknesses and bottom shapes indicate concrete truck traffic traversed the prepared subgrade during concrete placement, causing rutting and heaving of the soil and associated variations in slab thickness.

OTHER OBSERVATIONS: As stated, we became involved in this matter after the large slab area had been demolished and removed by the owner, and the subgrade soil had been excavated and stockpiled outside the building. Part of our evaluation involved information, documentation, and photos provided by the client obtained during their lease term.

Clearly, flooding and other drainage issues (downspouts dropping water on the building foundation) resulted in water seeping into the subgrade along edges and through saw joints and construction joints. The client documented wet/muddy soil on the slab surface in areas. The facility manager observed slab deflection at a number of joint locations when lift trucks traverse the slab, with an associated eruption of the muddy water. This obviously creates a void below the concrete and unsupported slab edges will break and settle, resulting in a pothole, especially if the slab thickness is substandard.

Concrete damage was widespread, and we assume this was the cause. Resulting potholes required steel plates to cover the area so that operations could continue.

It is our understanding that the client frequently dealt with these issues during their lease term.

Photographs are included in the appendix.



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EVALUATIONS

We did not observe the condition of the warehouse floor prior to demolition. The client reported widespread concrete damage that impeded their operations, including potholes that they had to cover with steel plates to continue operating.

When distress and/or damage occurs in concrete slabs, this is typically related to one or more of the following issues:

- inadequate slab thickness/section,
- highly variable slab thickness
- strength/quality of concrete materials,
- strength/quality of supporting subgrade soils,
- over-loading slabs beyond design capacity,
- subgrade drainage issues,

We have not reviewed building plans or a slab design detail, but our observations of variations in slab thickness indicate it was almost certainly not built in compliance with design. Typical light warehouse/distribution facilities have floor slabs with at least 5 inches (uniform) of concrete supported on suitable subgrade. Heavier warehousing operations can include slab thickness of 8 to 9 inches, with doveled construction and control joints for proper load transfer of rolling lift truck loads from one slab panel to the next.

The floor slab removed from the building had measured thickness less than 5 inches at many observation locations, and less than 3 inches in many areas. The variability of slab thickness within small areas is problematic, and indicative of soft subgrade conditions when concrete was originally poured.

The soil type excavated from the repair area consists of fairly uniform clayey sand. The “fair to good” rating of this soil by AASTO assumes proper compaction at optimum moisture content, and adequate subgrade drainage. There was clearly an issue with subgrade drainage as evidenced by the eruption of muddy water from joints when lift trucks cross. Wet subgrade soil has very low bearing strength, and this coupled with thin concrete is a common cause of floor slab failure.

We requested information about warehouse operations, lift truck types and sizes, and product weight as this relates to floor slab performance. Based on information provided by the client, warehouse operation included a 2500 pound lift truck and pallet jacks. The product being handled and moved around the warehouse consisted of produce. This would be considered a light warehouse operation with comparatively low wheel loads. Based on this, properly-designed and constructed warehouse/distribution floor slabs should easily support this traffic load with nominal impact on the slab.



Report of Floor Slab Evaluation
Former Limehouse Produce Warehouse/Distribution Center
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061

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CONCLUSIONS

Based on this evaluation, we conclude that any damage to the former floor slab from the light warehousing operation conducted by the client would be a result of construction defects with the slab itself, and water in the subgrade.

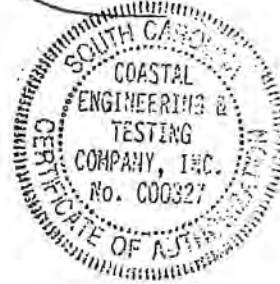
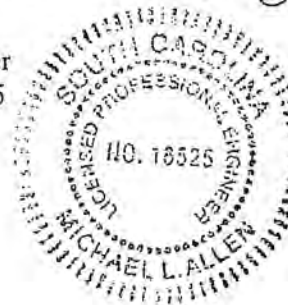
Note that none of the comments in this study report are intended to be used by the building owner in the current floor slab replacement project including design or construction. CETCO has not consulted with the owner or advised them in any way.

We appreciate the confidence you have placed in CETCO by allowing us to provide engineering services for your project. If you have any questions regarding our procedures or recommendations, please contact our office at your convenience.

Very truly yours,

COASTAL ENGINEERING & TESTING COMPANY

Michael L. Allen, P.E.
Senior Registered Engineer
SC Registration No. 16525



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Report of Floor Slab Evaluation
Former Limehouse Produce Warehouse/Distribution Center
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APPENDIX

- Key Plan for Interior Photograph Locations
 - CETCO Photographs
- Photographs Provided By The Client



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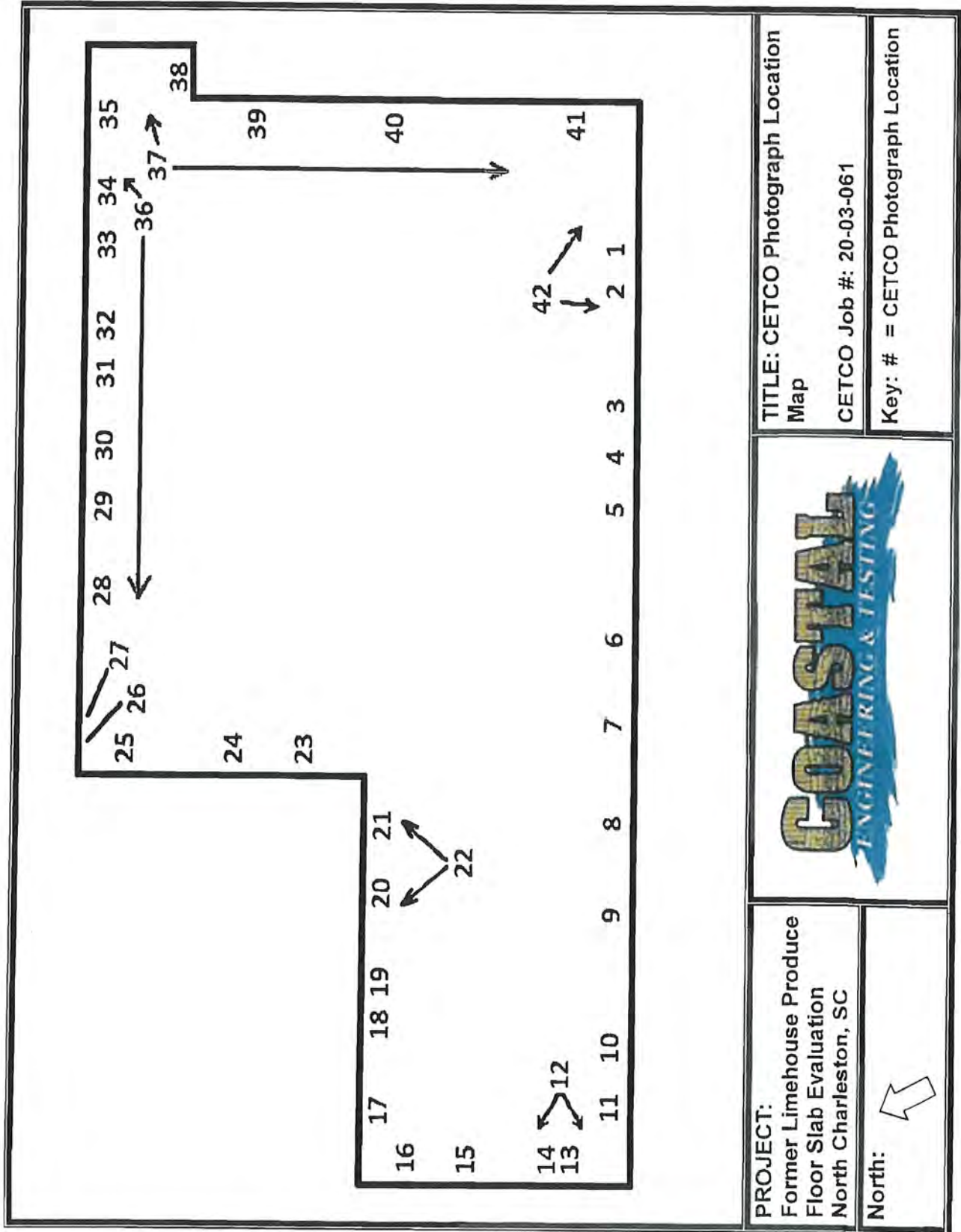
PHOTOGRAPHS BY CETCO



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CETCO Job No. 20-03-061



Photograph 1



Photograph 2



Photograph 3



Photograph 4

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CETCO Job No. 20-03-061



Photograph 5



Photograph 6



Photograph 7



Photograph 8

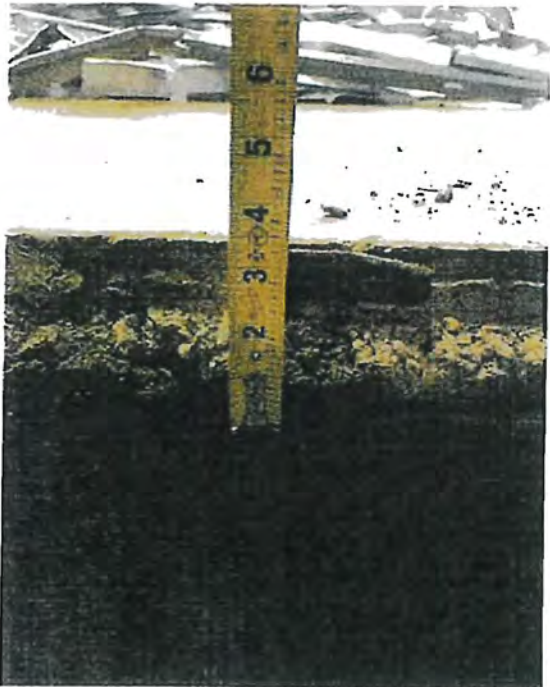
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Photograph 9



Photograph 10



Photograph 11

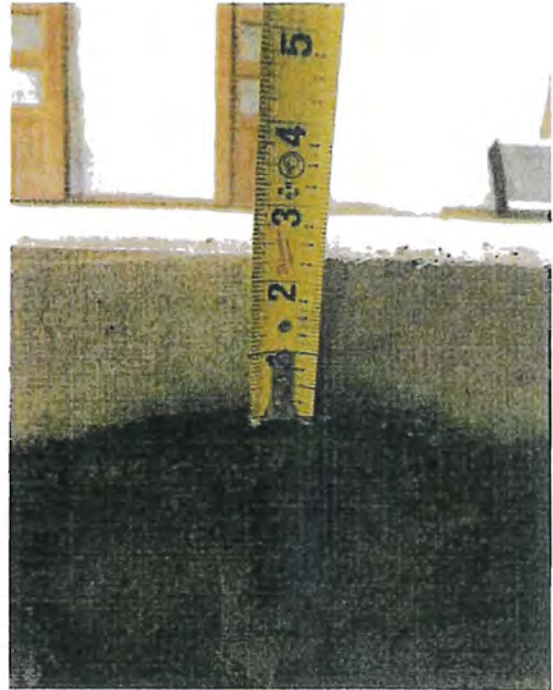


Photograph 12

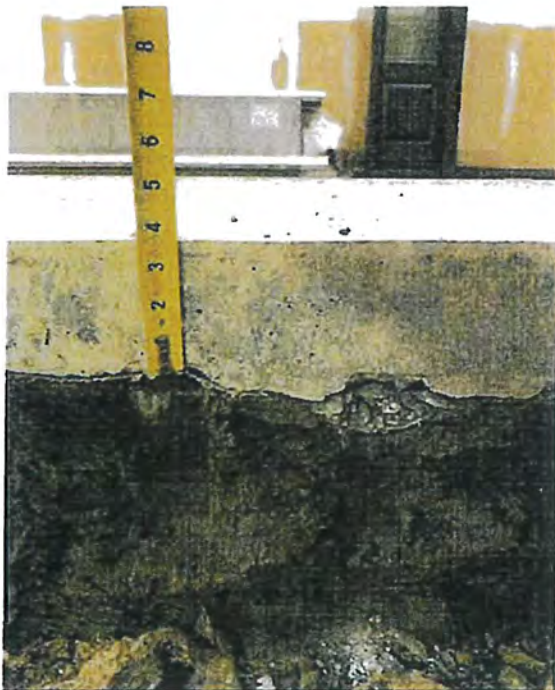
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Photograph 13



Photograph 14



Photograph 15



Photograph 16

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Photograph 17



Photograph 18



Photograph 19



Photograph 20

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Photograph 21



Photograph 22



Photograph 23



Photograph 24

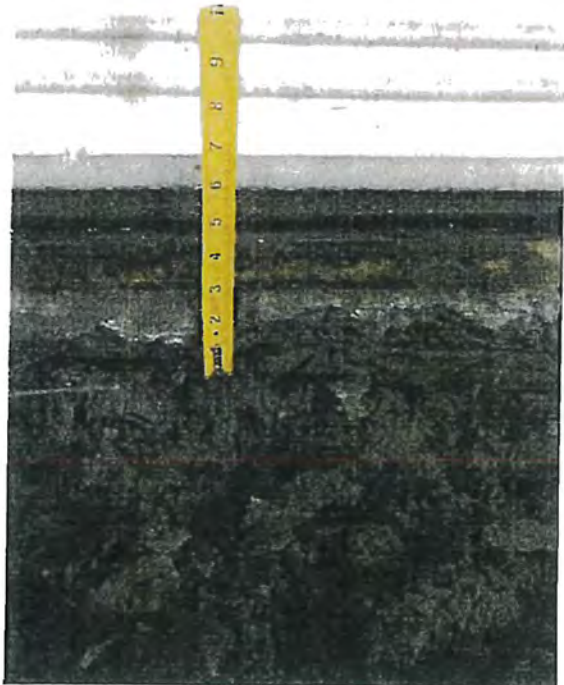
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CETCO Job No. 20-03-061



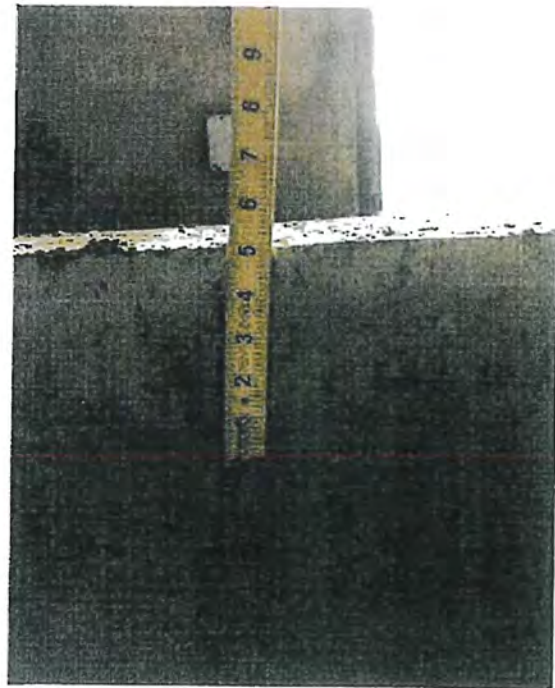
Photograph 25



Photograph 26



Photograph 27



Photograph 28

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Photograph 29



Photograph 30



Photograph 31



Photograph 32

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Photograph 33



Photograph 34



Photograph 35



Photograph 36

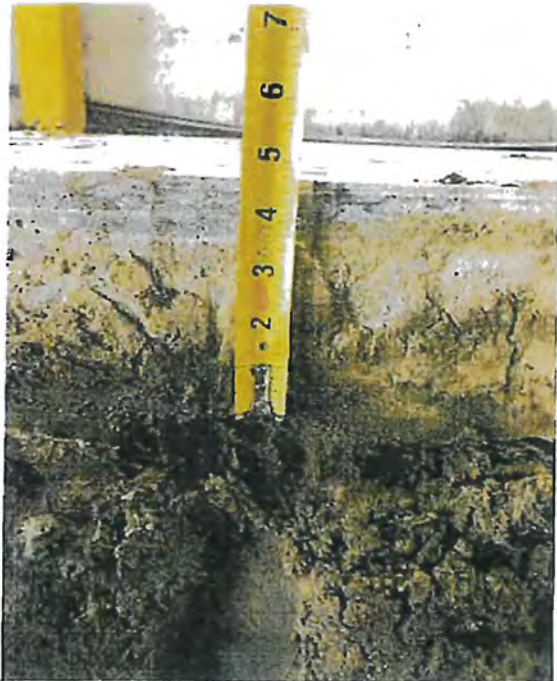
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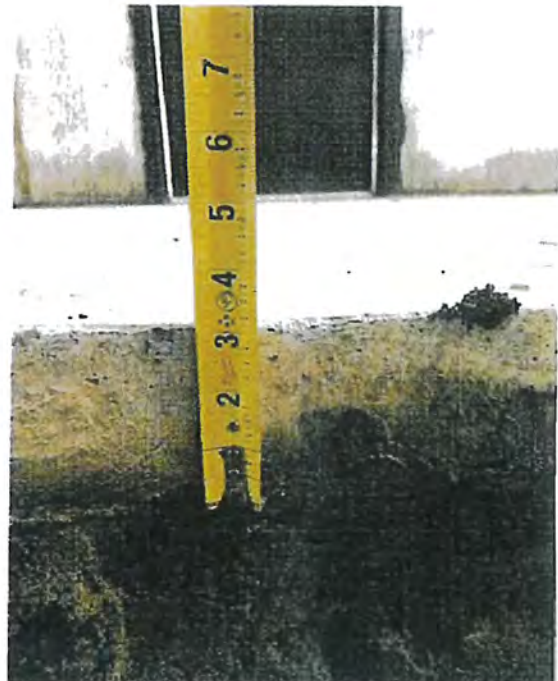
Photograph 37



Photograph 38

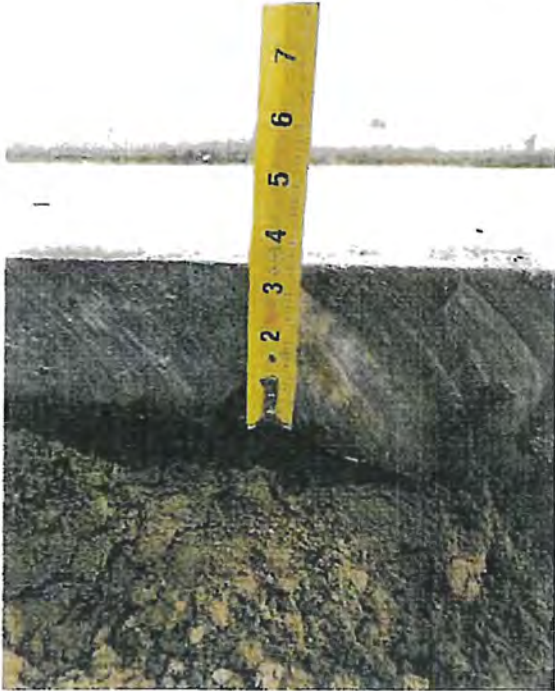


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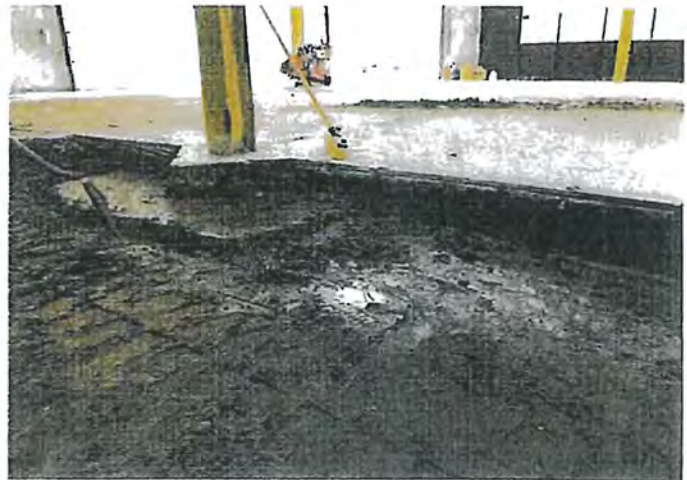


Photograph 40

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4791 Trade Street
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CETCO Job No. 20-03-061



Photograph 41



Photograph 42

PHOTOGRAPHS BY CLIENT



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Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
4791 Trade Street
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Photograph 1



Photograph 2

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North Charleston, South Carolina
CETCO Job No. 20-03-061

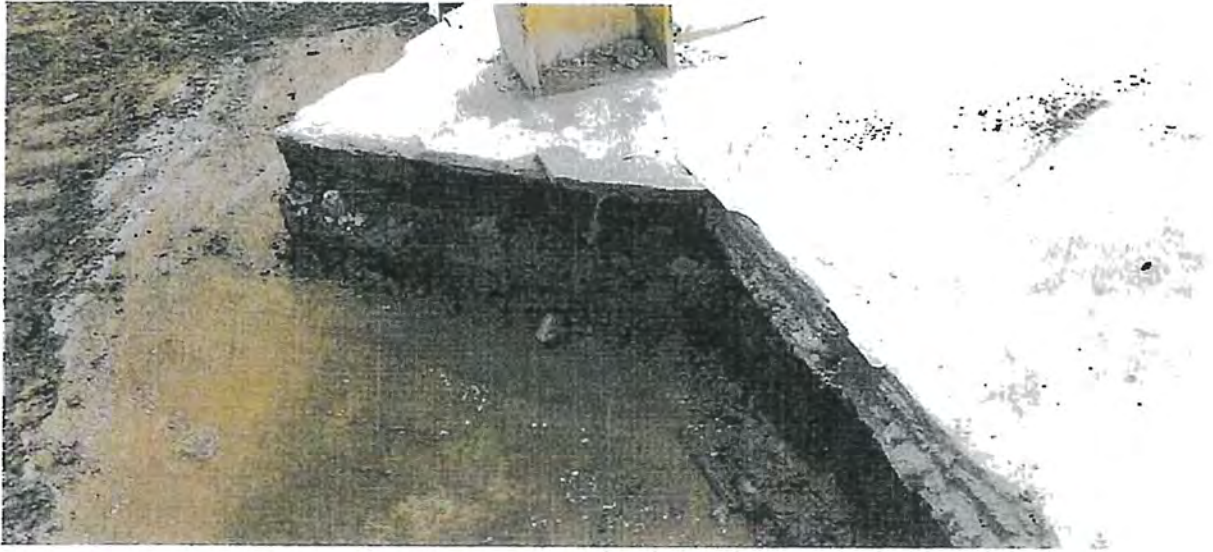


Photograph 3



Photograph 4

Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
4791 Trade Street
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Photograph 5



Photograph 6

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4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061



Photograph 7



Photograph 8

Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
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North Charleston, South Carolina
CETCO Job No. 20-03-061



Photograph 9



Photograph 10

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Photograph 11



Photograph 12



Photograph 13



Photograph 14

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4791 Trade Street
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Photograph 15



Photograph 16



Photograph 17

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Photograph 18



Photograph 19



Photograph 20



Photograph 21

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Photograph 22



Photograph 23



Photograph 24



Photograph 25

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Photograph 26



Photograph 27



Photograph 28



Photograph 29

Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061



Photograph 30



Photograph 31

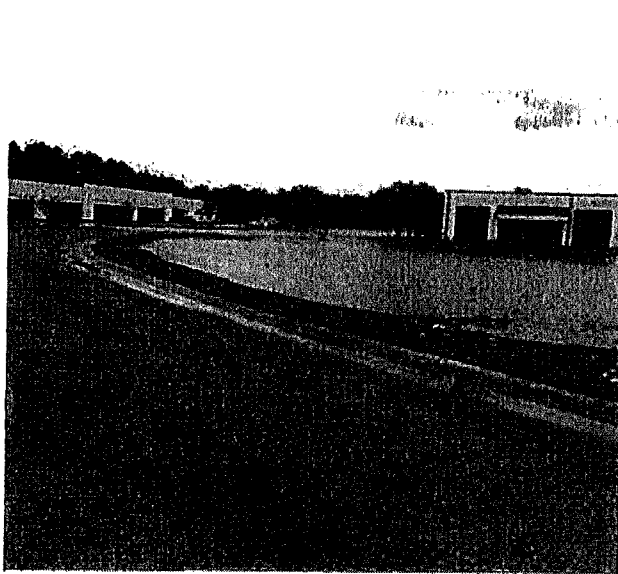


Photograph 32

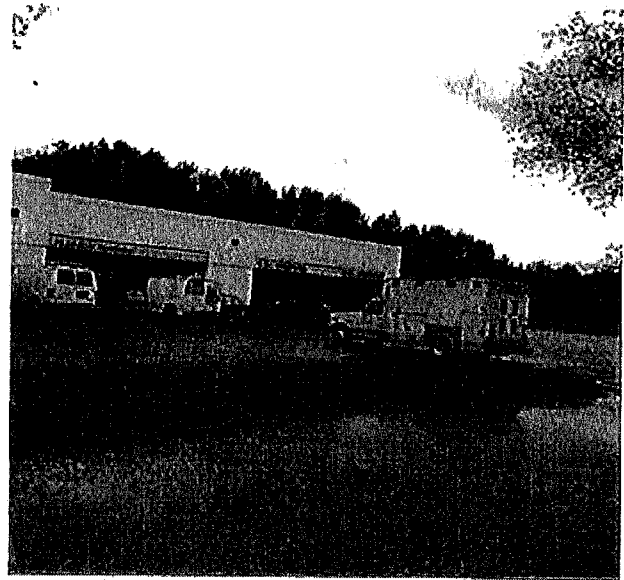


Photograph 33

Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061



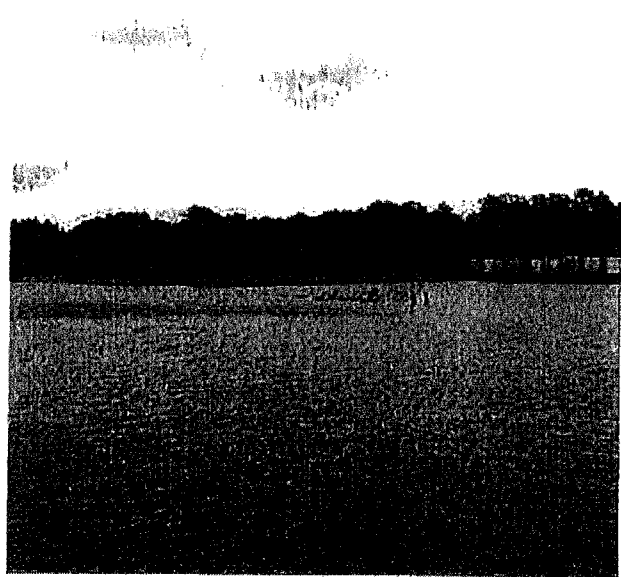
Photograph 34



Photograph 35



Photograph 36



Photograph 37

Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061



Photograph 38



Photograph 39



Photograph 40



Photograph 41

Former Limehouse Produce Warehouse/Distribution Center - Client Photographs
4791 Trade Street
North Charleston, South Carolina
CETCO Job No. 20-03-061



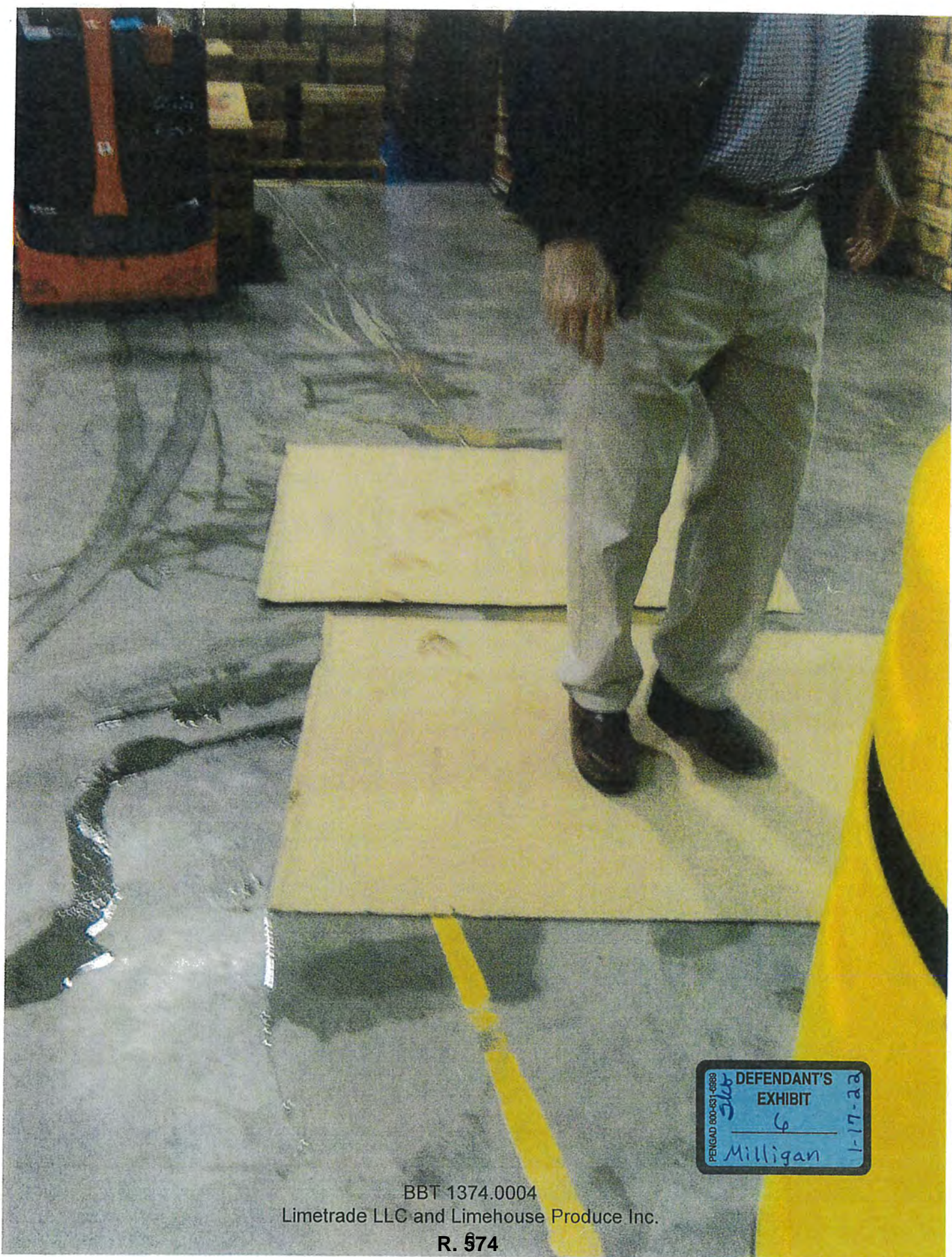
Photograph 42



Photograph 43



Photograph 44



DEFENDANT'S
EXHIBIT
6
Milligan
1-17-22
PENGAD 800-831-6888

BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.

R. 574



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

R. 575



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R. 576



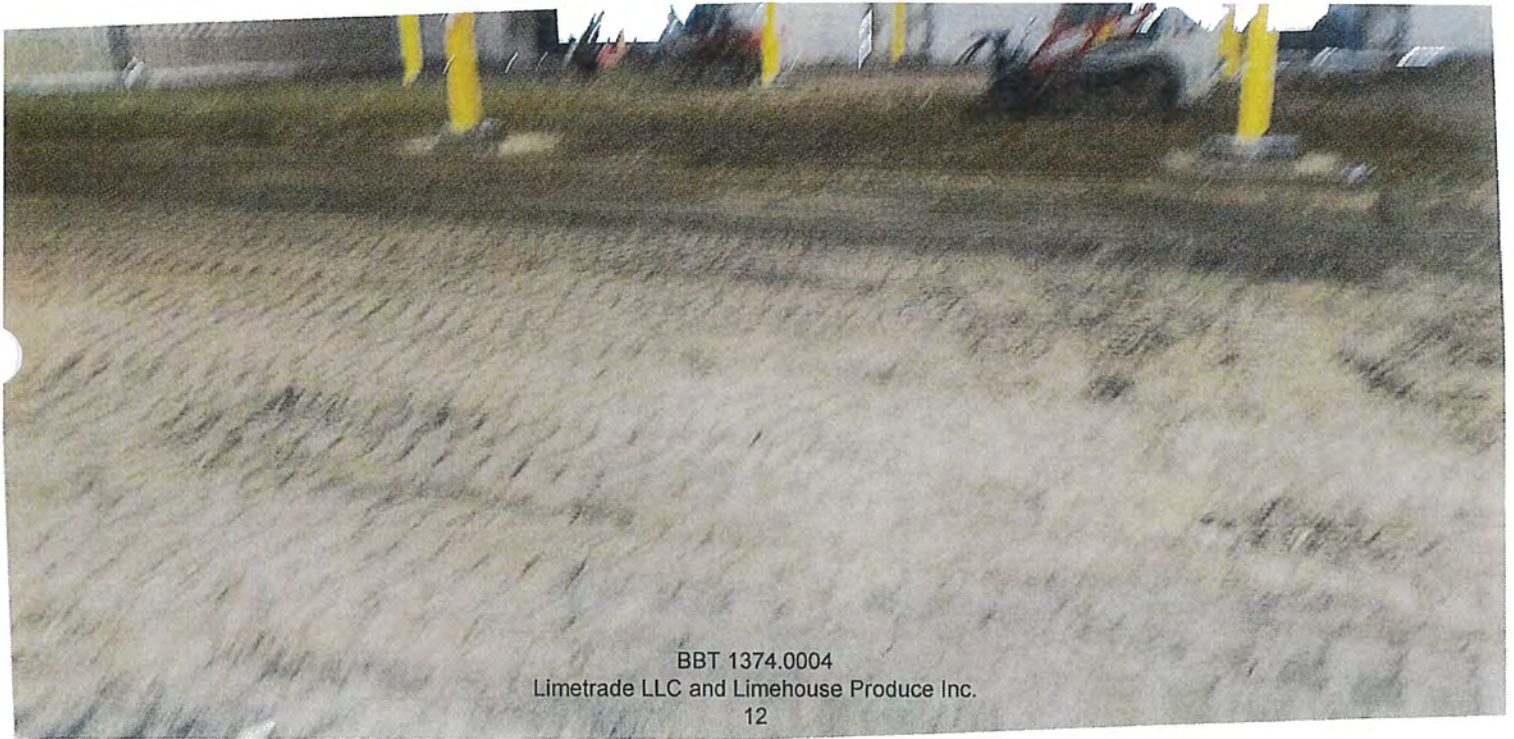
BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R. 577



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
10



BBT 1374.0004
Limehouse Produce Inc.



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
12



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
13



1374.0004
Limetrade LLC Limehouse Prod
14



BBP 107-1004
LimeTrade LLC and Limehouse Products
16



BBT 1374.000
LimeTrade LLC and LimeBased Products, Inc.
16



R. 585

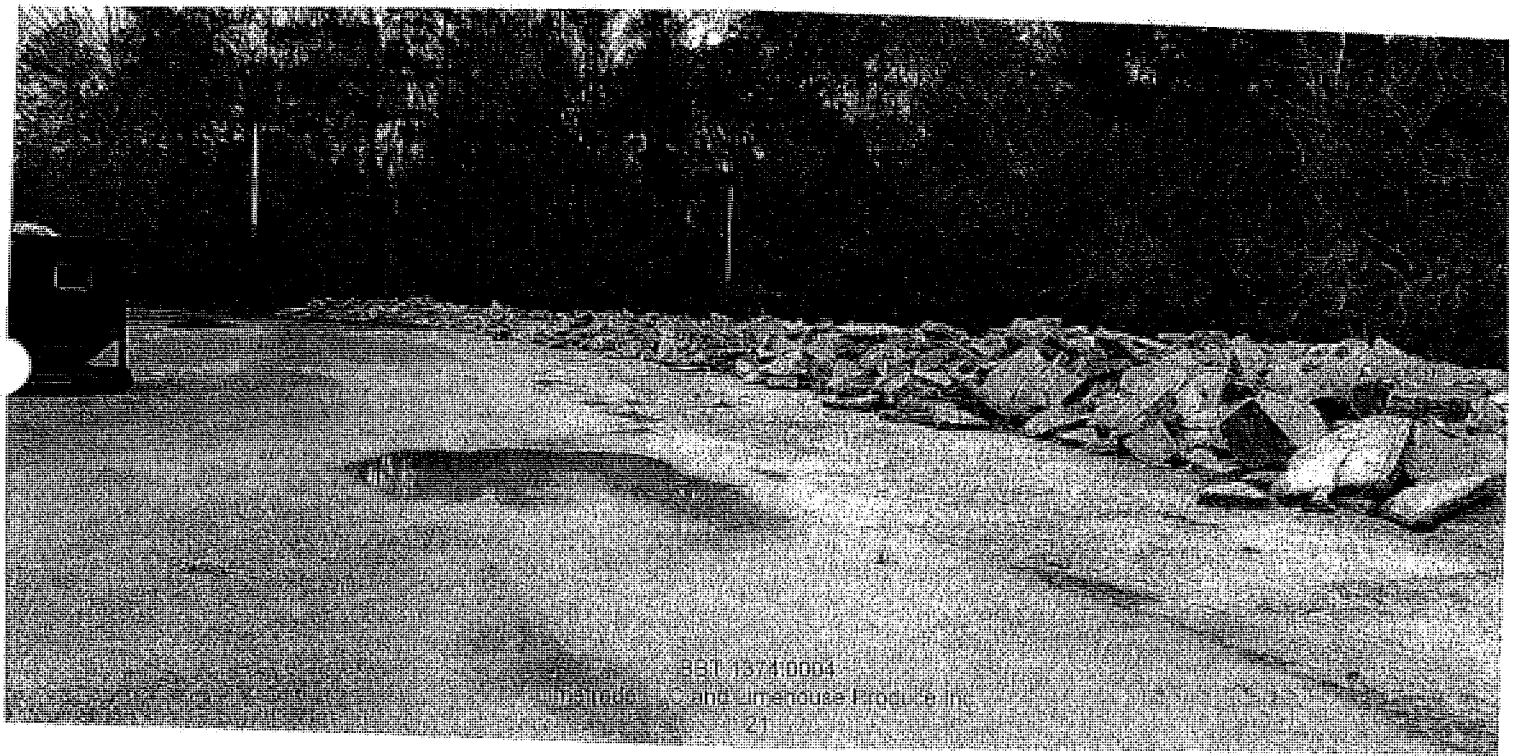


BBT 1374.0004
LimeTrade LLC and Limehouse Produce, Inc.
18



BBT 1574-0004
LimeTrade LLC and Elmhouse Produce Inc.
19

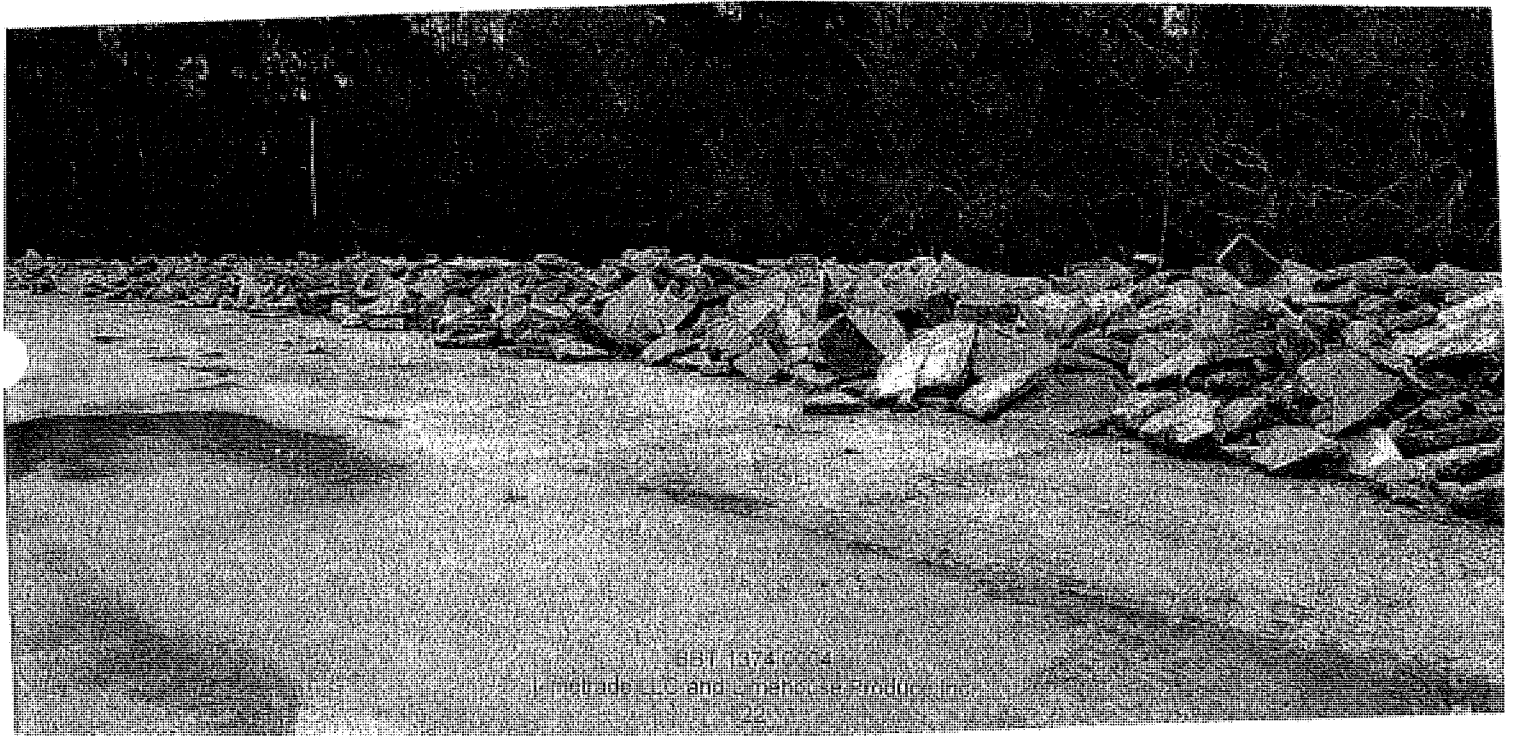




BBIL 137410004

and Amende Produce Inc.

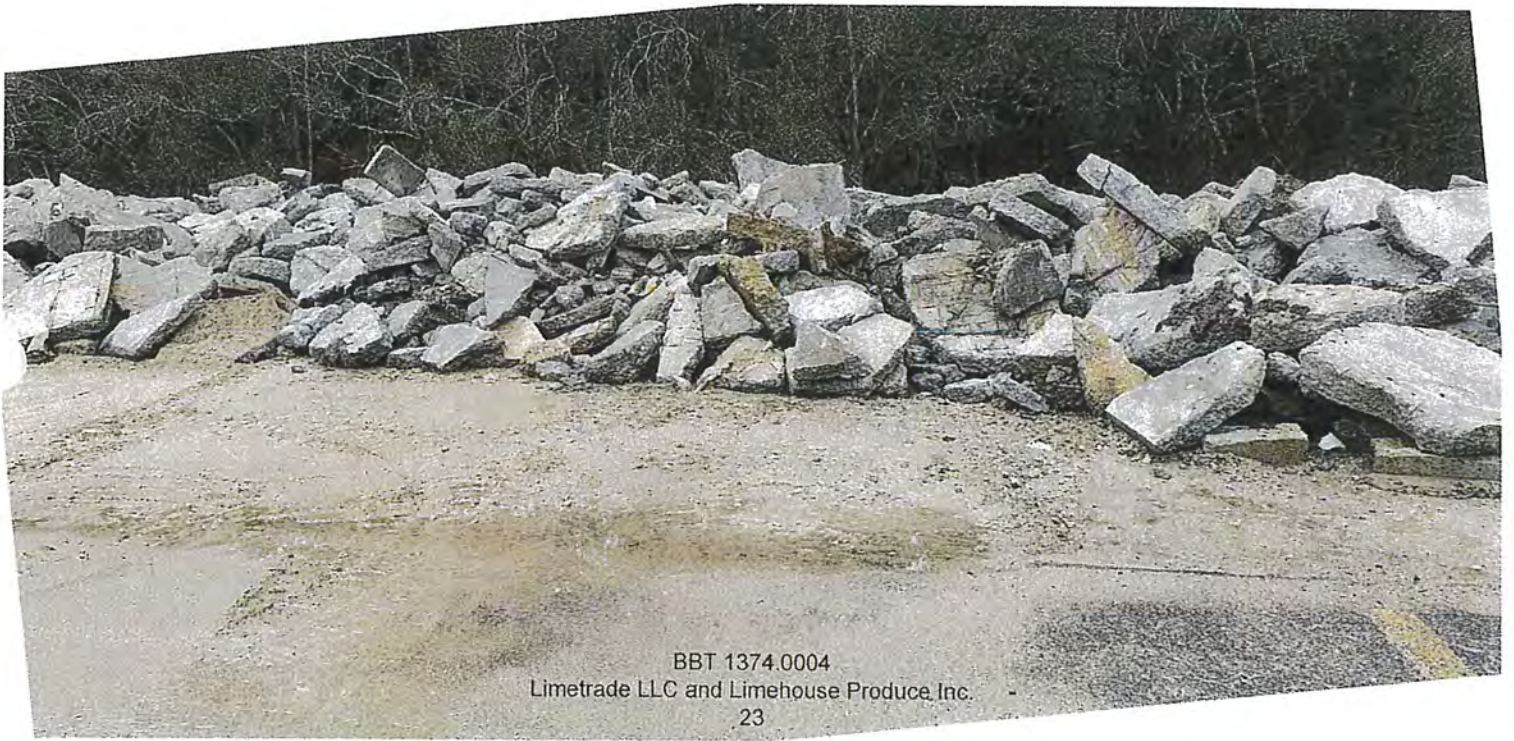
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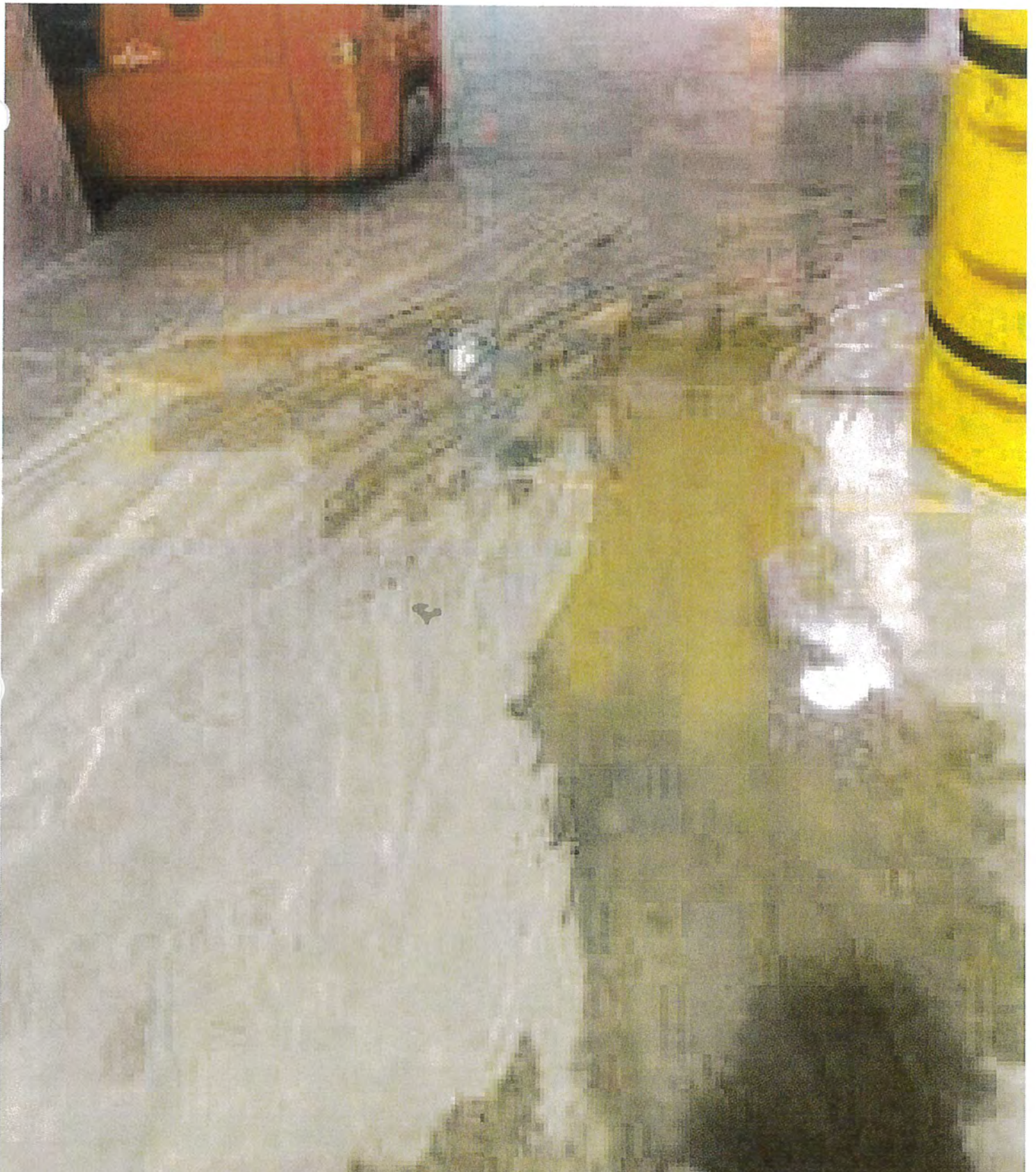
BBT 1374 0004

Lintrade LLC and Lintrade Production

28



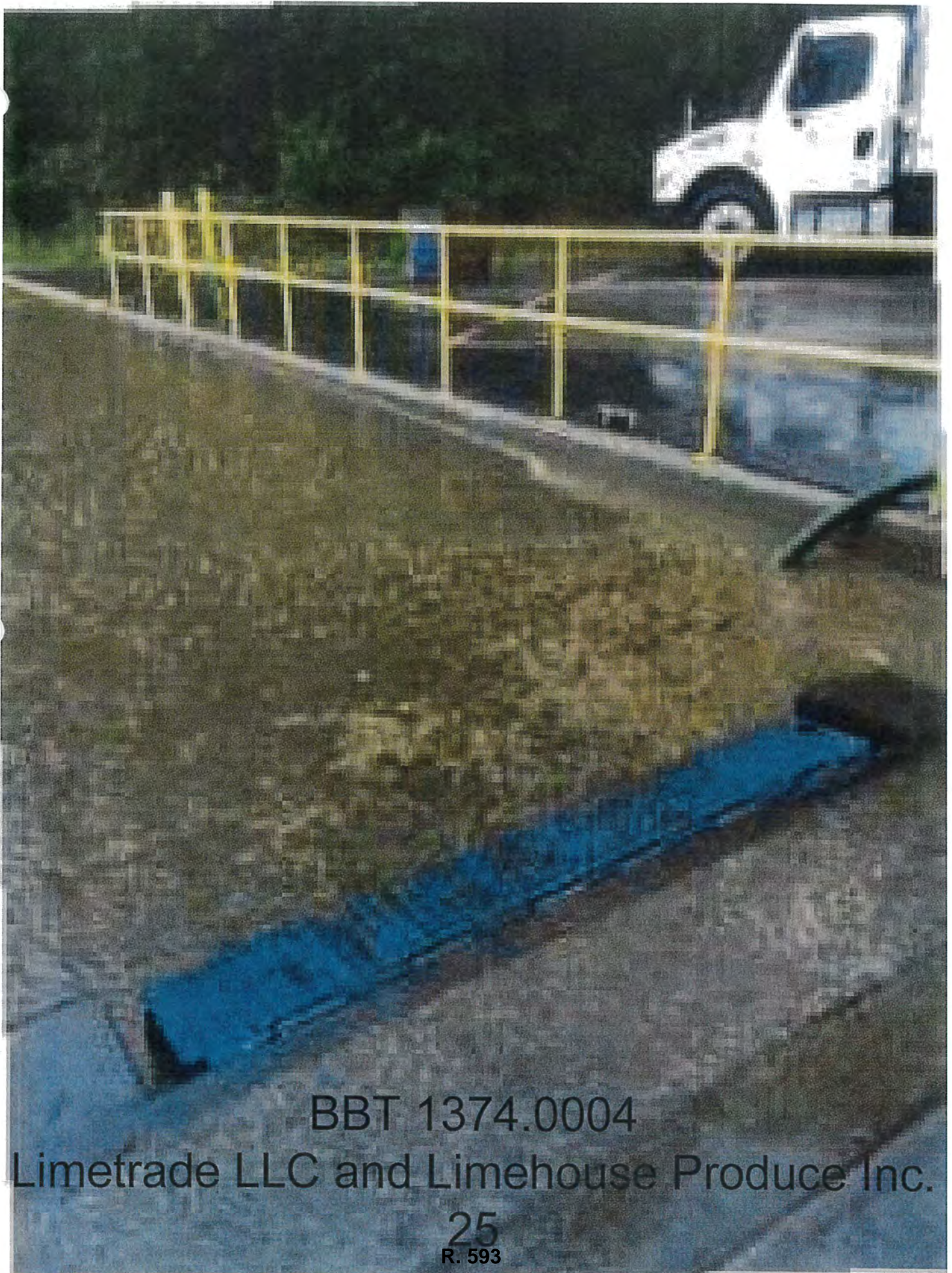
BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
23



BBT 1374.0004

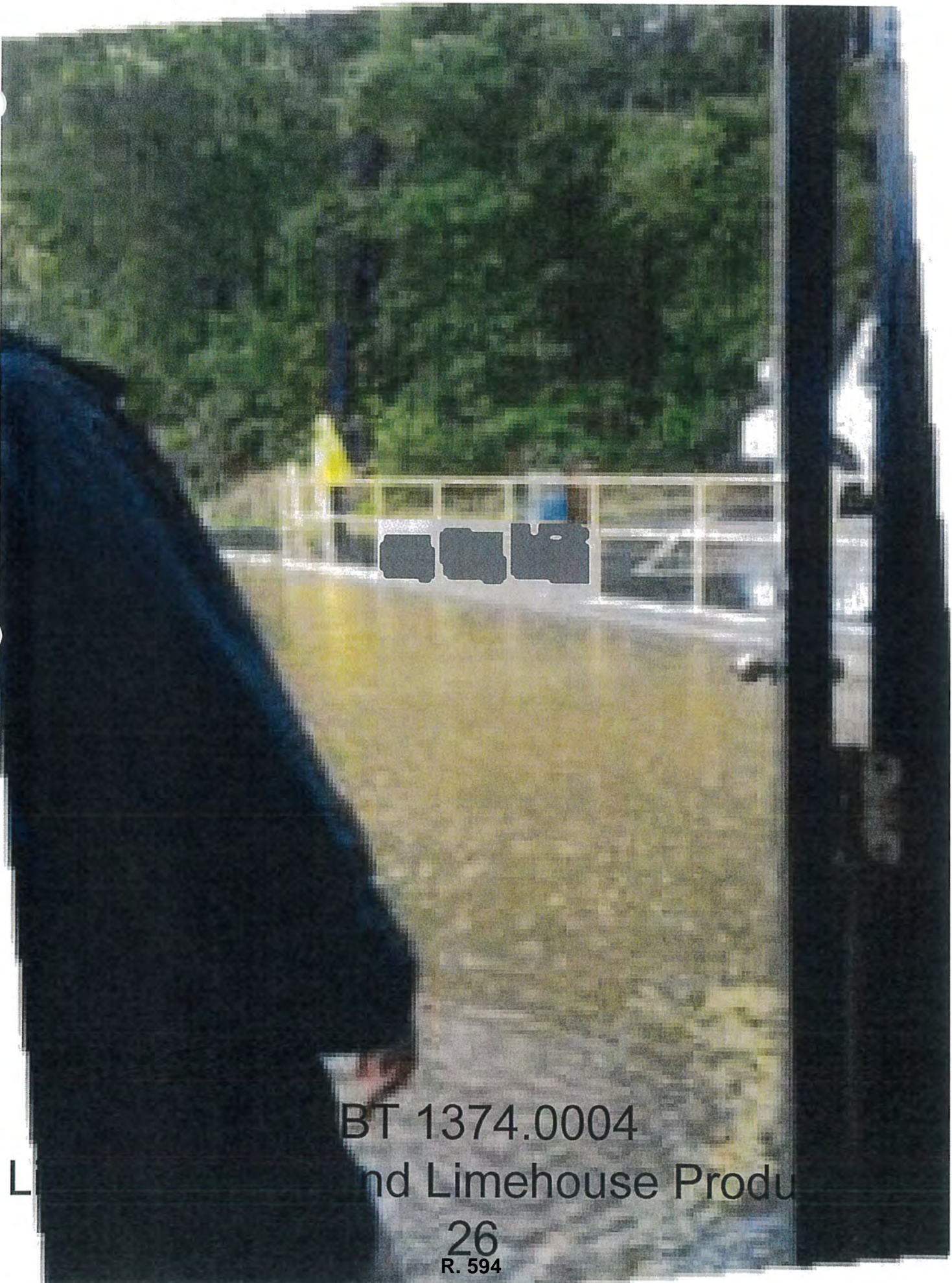
Limetrade LLC and Limehouse Produce Inc.

24
R. 592



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.



BT 1374.0004

L and Limehouse Produ

26
R. 594



BBT 1374 0004

Enterprise LLC and Limehouse Produce Inc.



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.



BBT 1374.0004

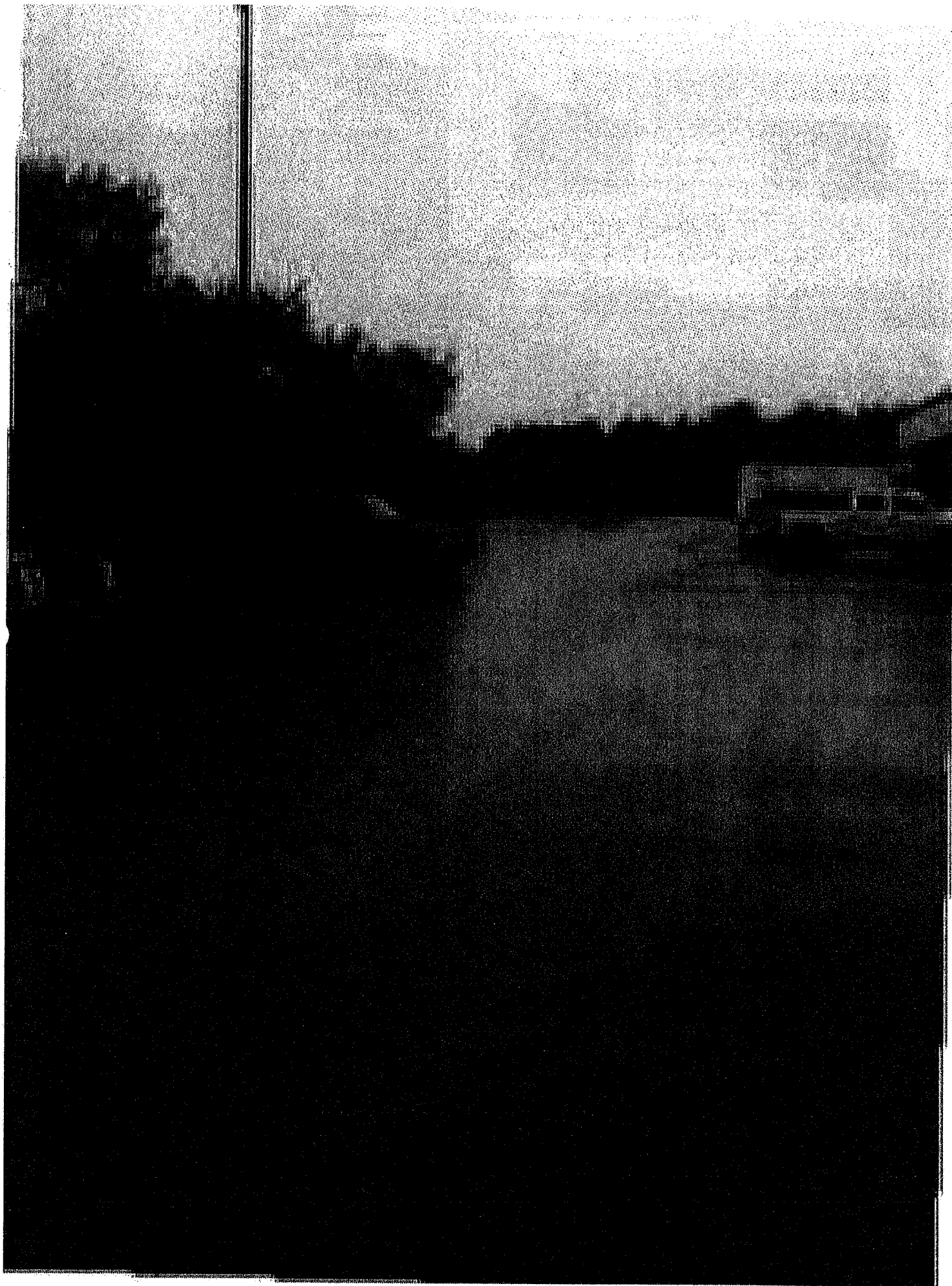
Limetrade LLC and Limehouse Produce Inc.



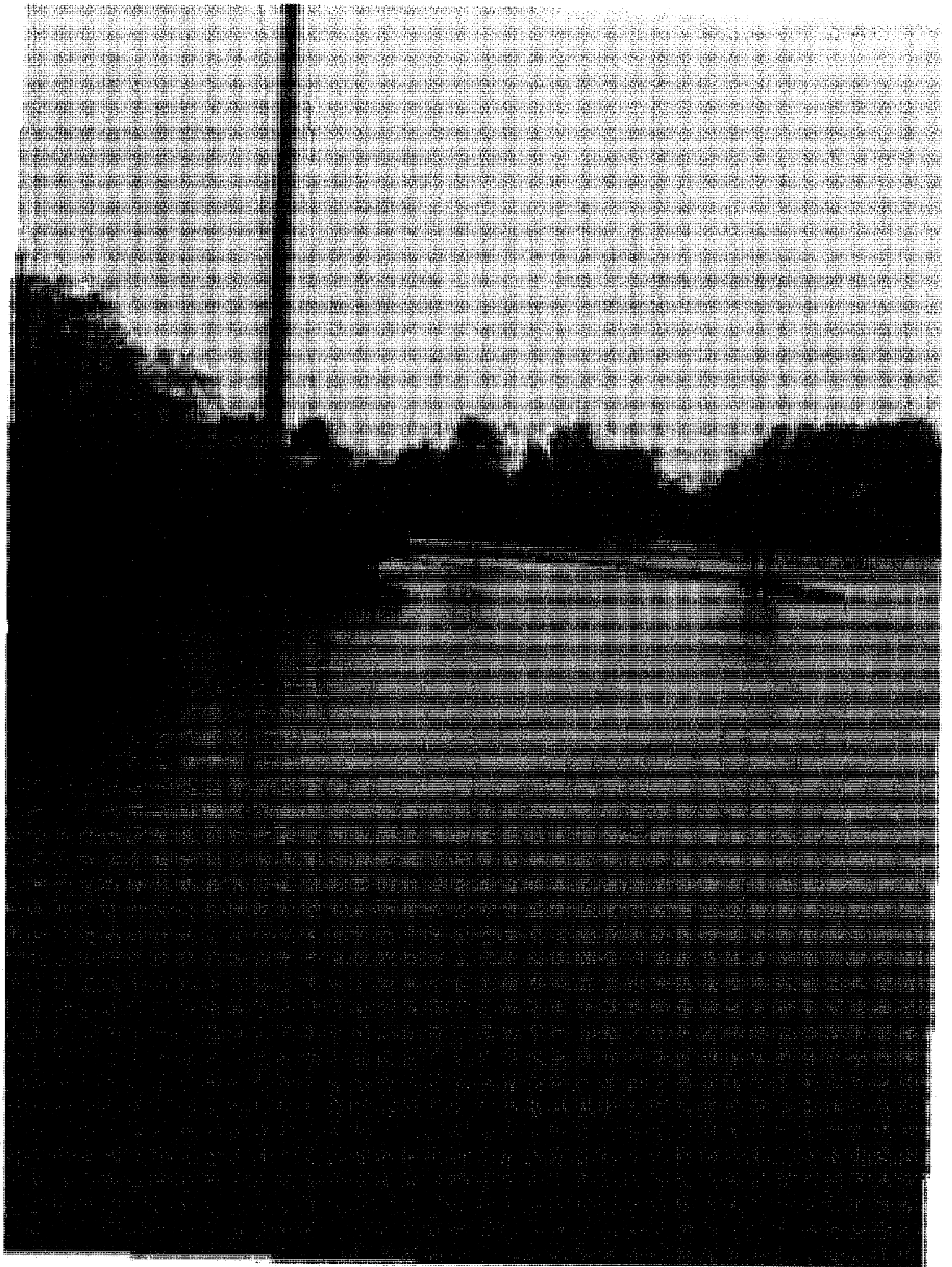
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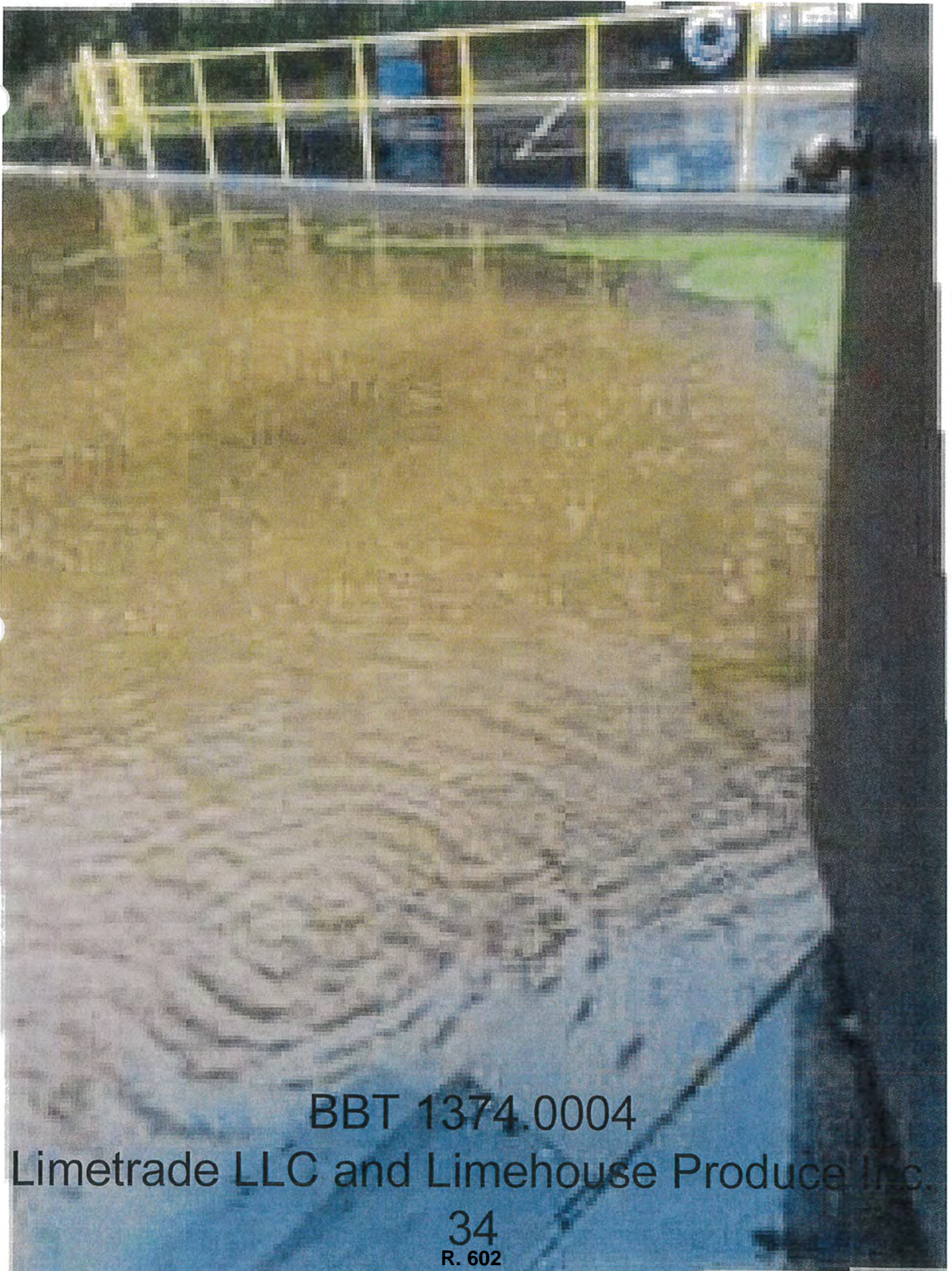
Limetrade LLC and Limehouse Produce Inc.

30
R. 598





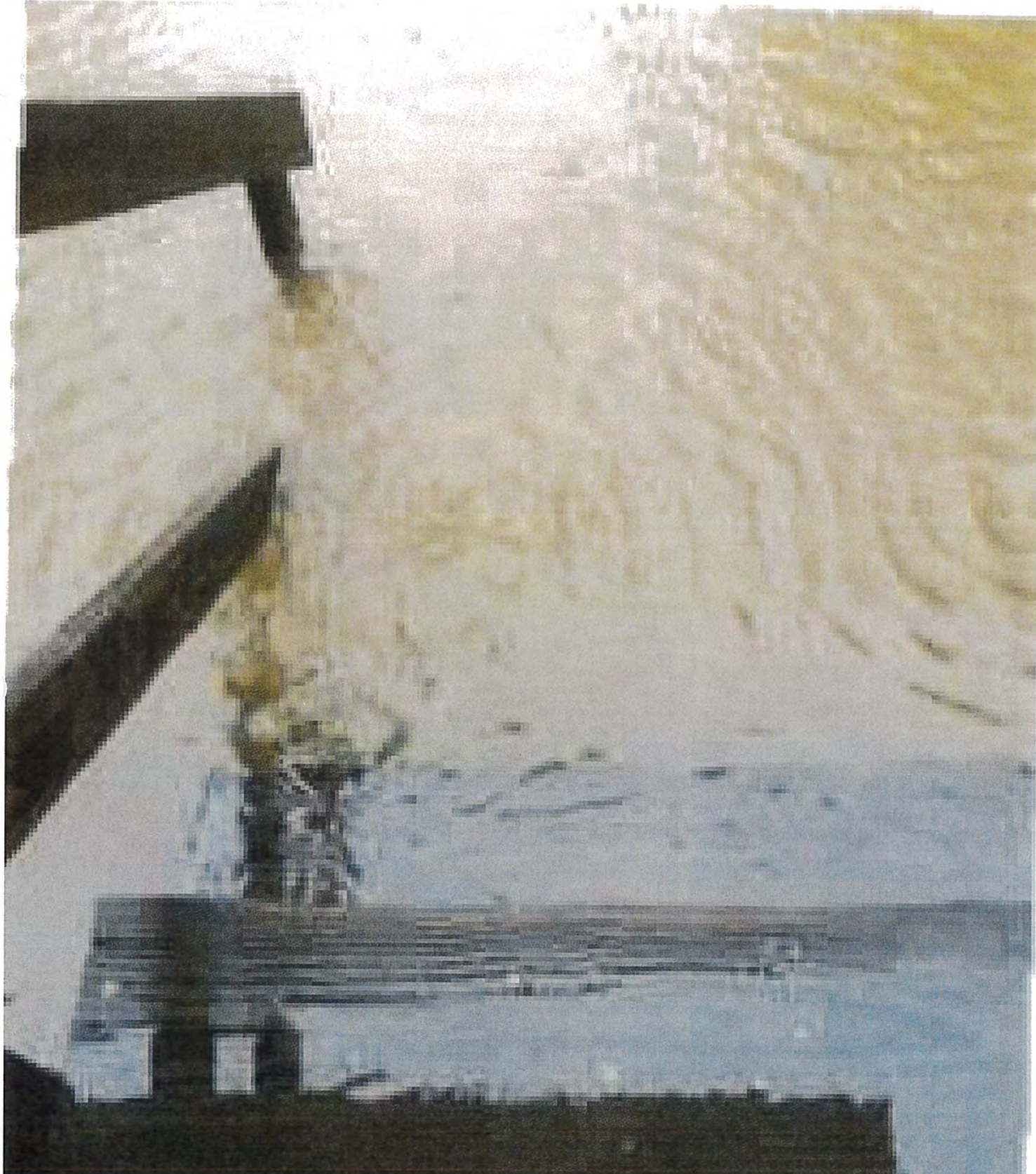




BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

34
R. 602



BBT 1374.0004

LimeTrade LLC and Limehouse Produce Inc.

35
R. 603



BBT 1374.0004

LimeTrade LLC and Limehouse Produce Inc.



BBT 1374.0004

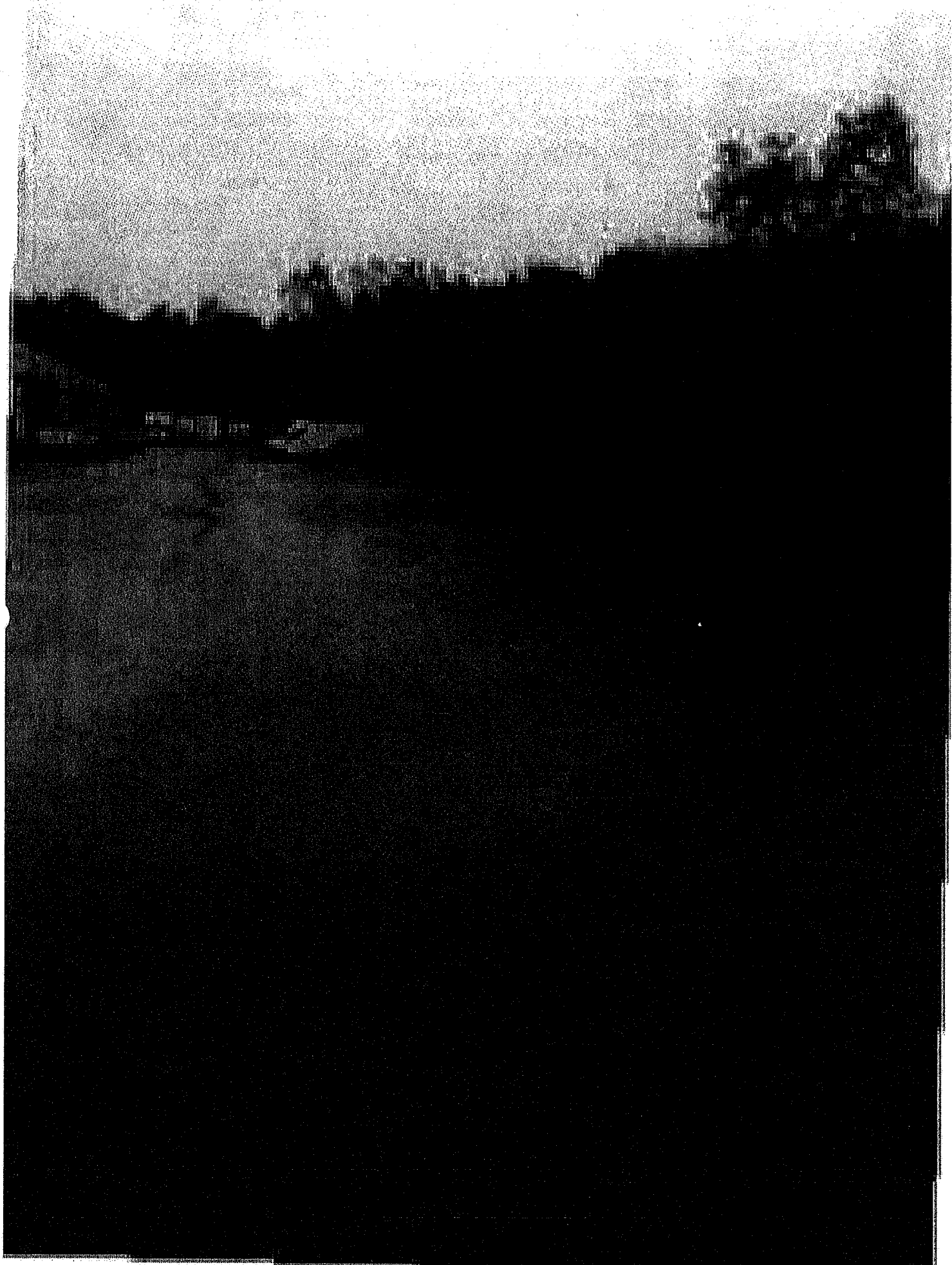
Limetrade LLC and Limehouse Produce Inc

37
R. 605



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.





BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

40
R. 608



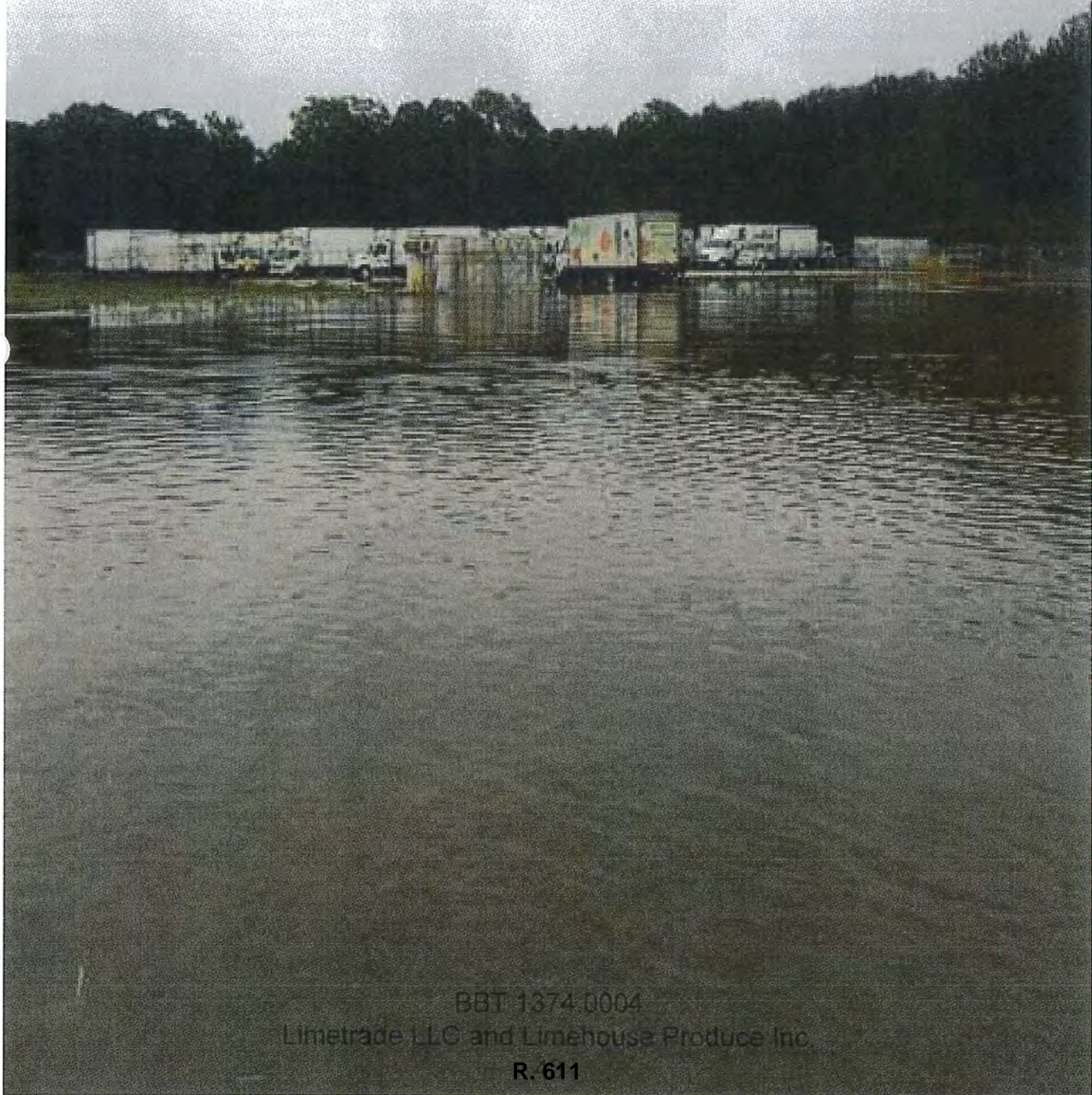
BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

41
R. 609



BBT 1374.0004
LimeTrade LLC and Limehouse Produce Inc.
42



BBT 1374 0004
Limetrade LLC and Limehouse Produce Inc.
R. 611



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

R.612



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R. 613



BBT 1374 0004
Limetrade LLC and Limehouse Produce Inc.
R.614



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R.415

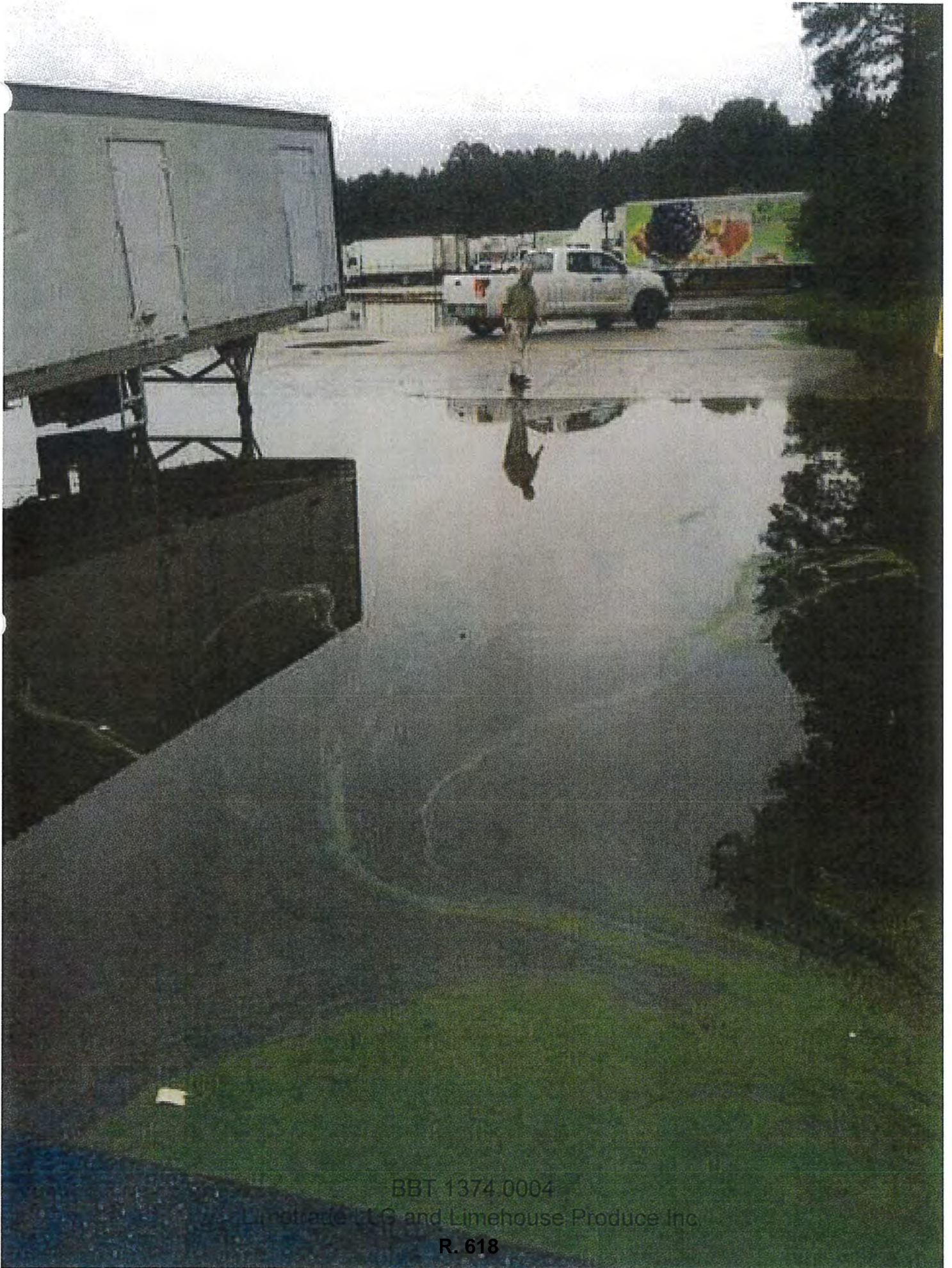


Limetrade LLC and Limetrade Products Inc.

R. 616



BBT 1374 0004
LimeTrade, LLC and Limehouse Products, Inc.
R. 617



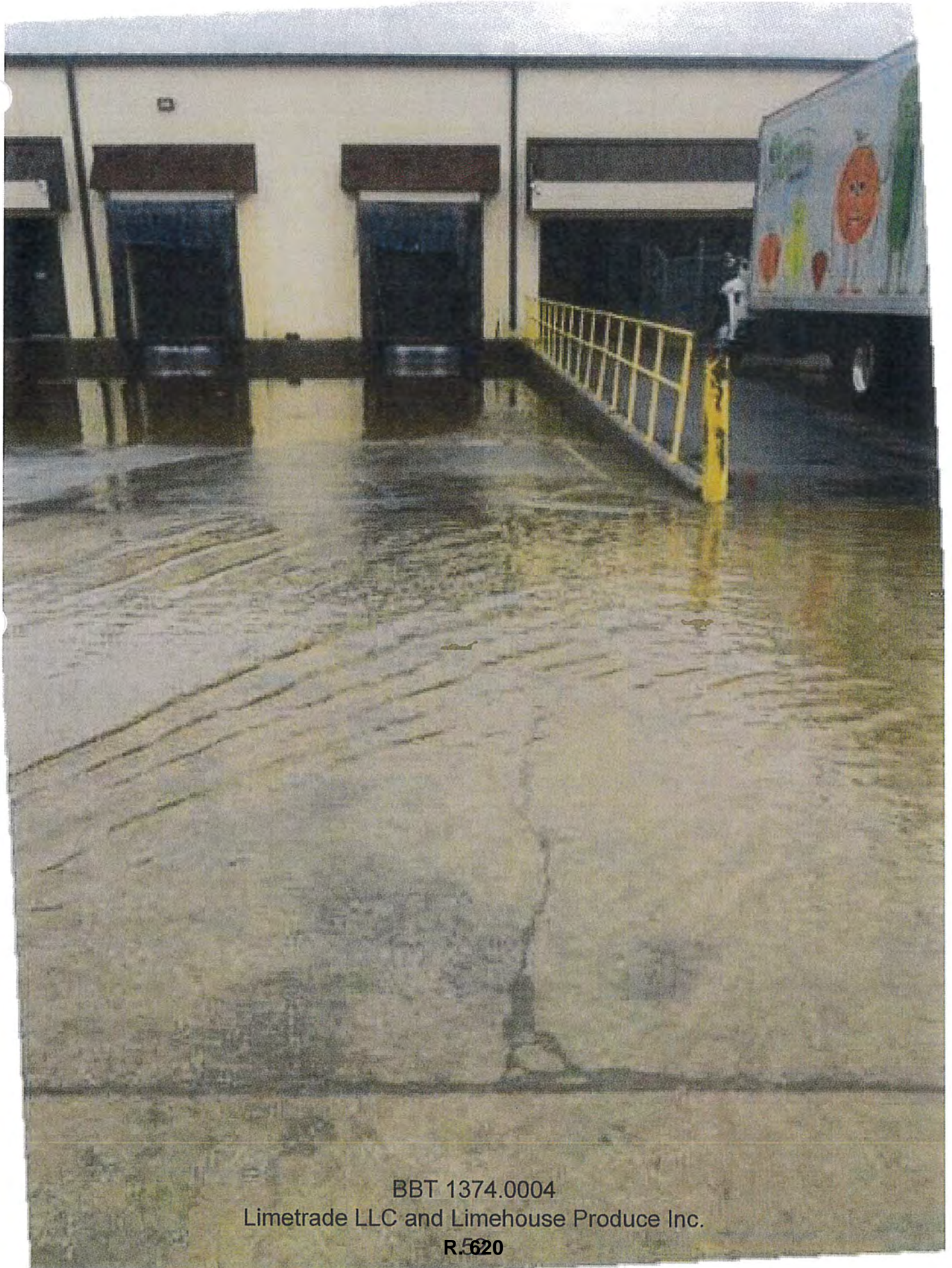
BBT 1374 0004

LimeTrade LLC and Limehouse Produce Inc.

R. 618



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R. 619



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R.620



BBT 1374 0004

Limeade LLC and Limehouse Produce, Inc.

R. 621



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

54
R. 622



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

55
R. 623



BBT 1374.0004

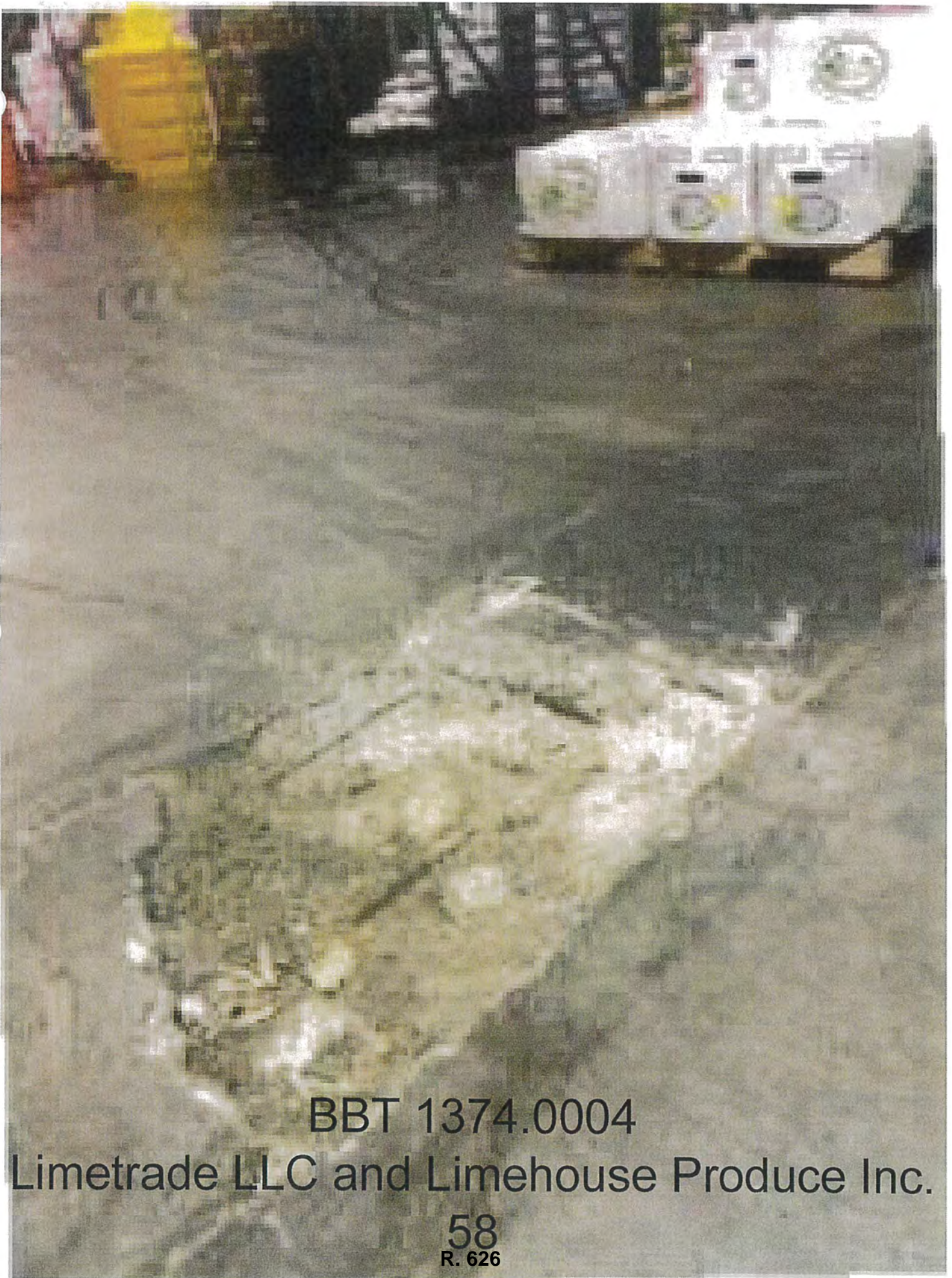
Limetrade LLC and Limehouse Produce Inc.

56
R. 624



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

58
R. 626



BBT 1374.0004

Limetrade LLC and Limehouse Produce Inc.

59

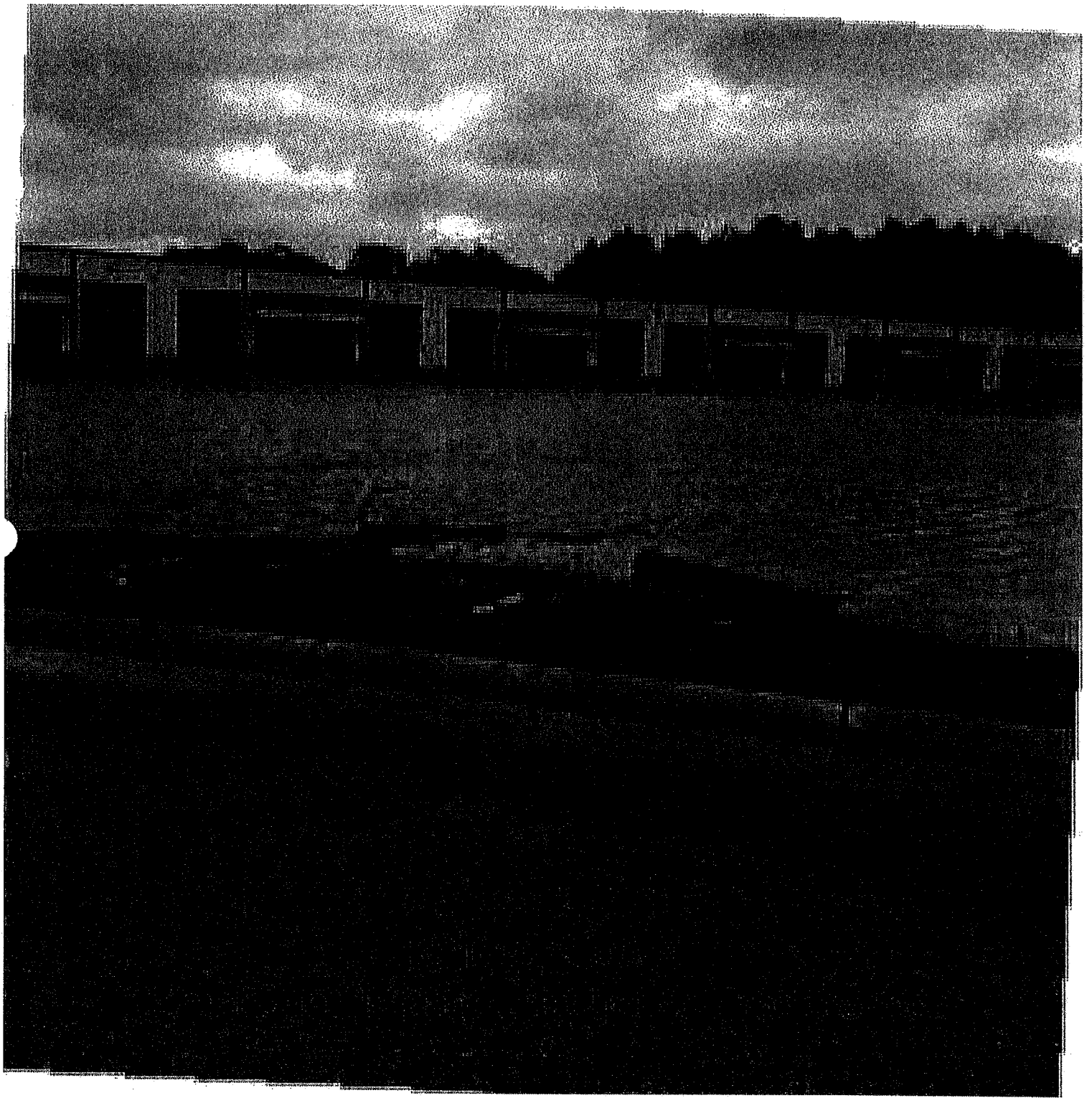
R. 627



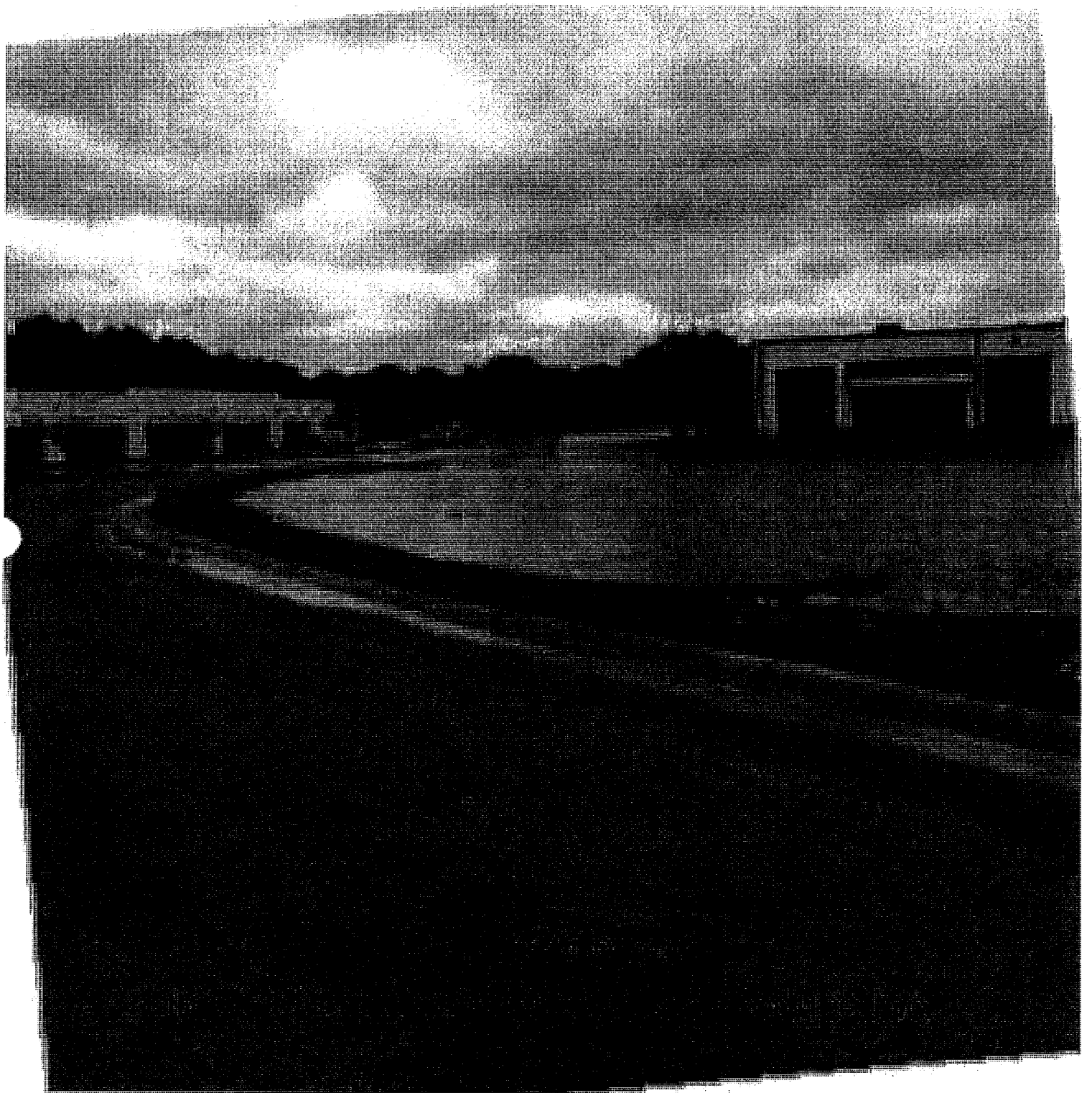
BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
60



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
61

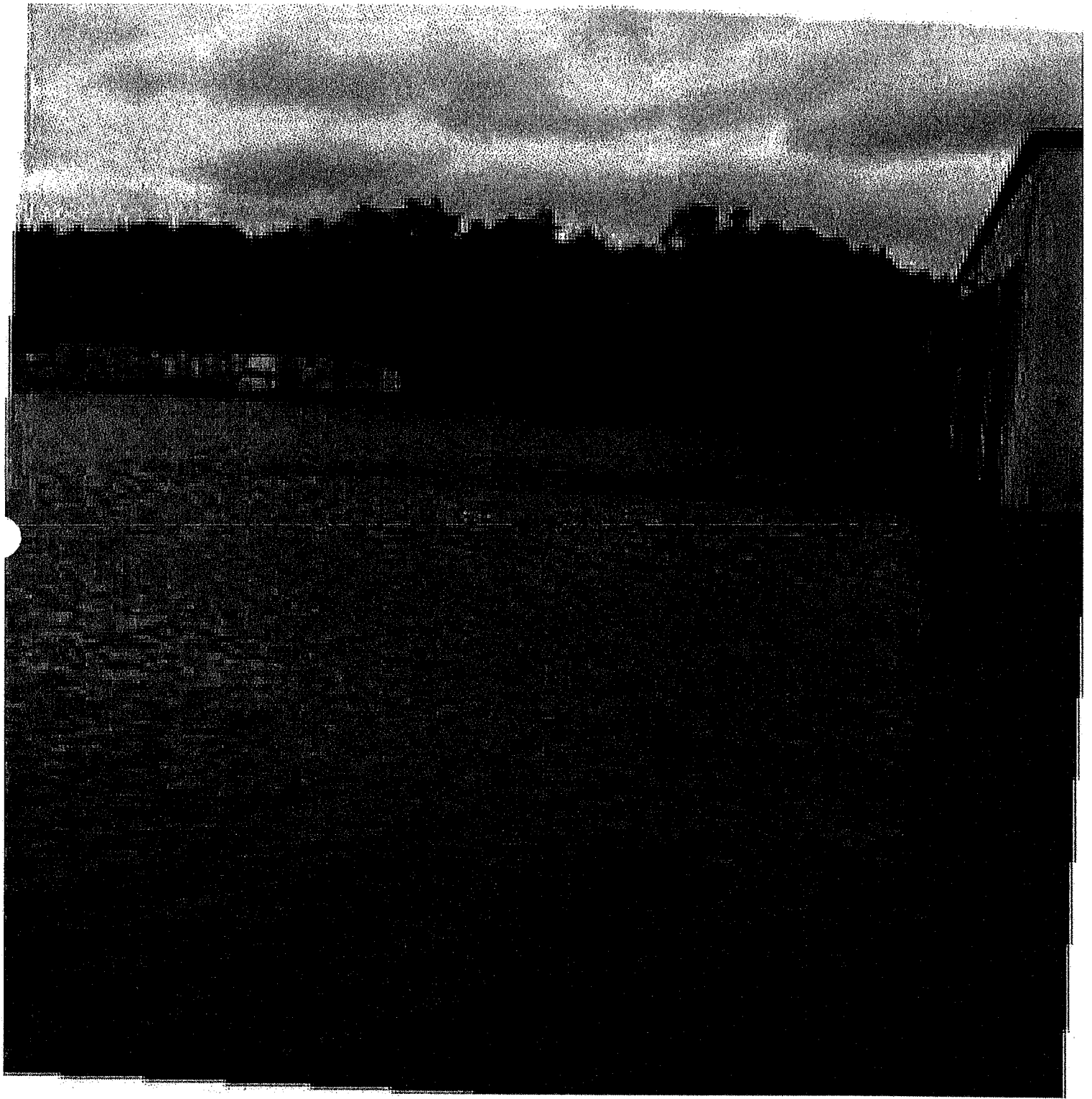


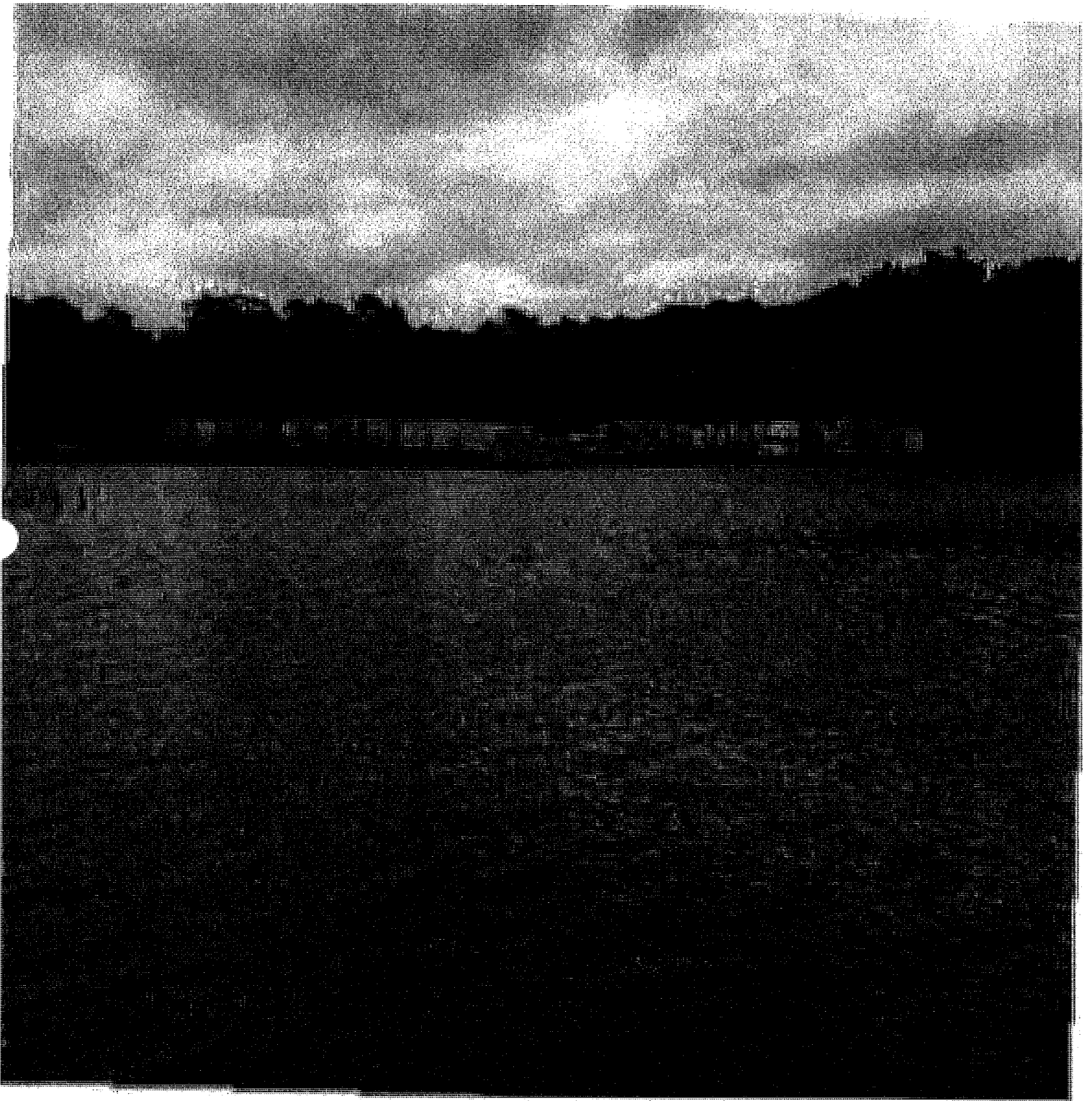
R. 630



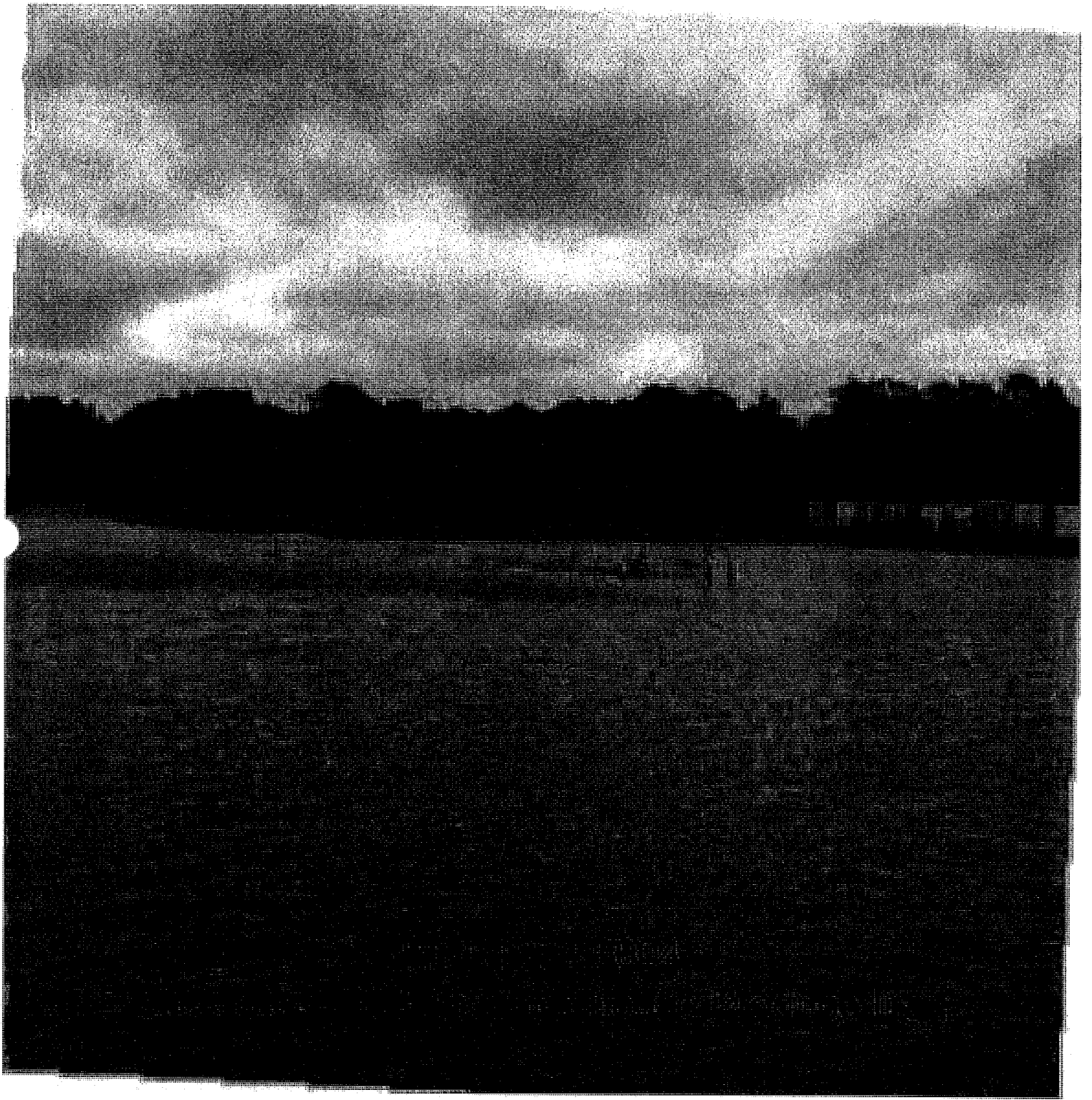
R. 631



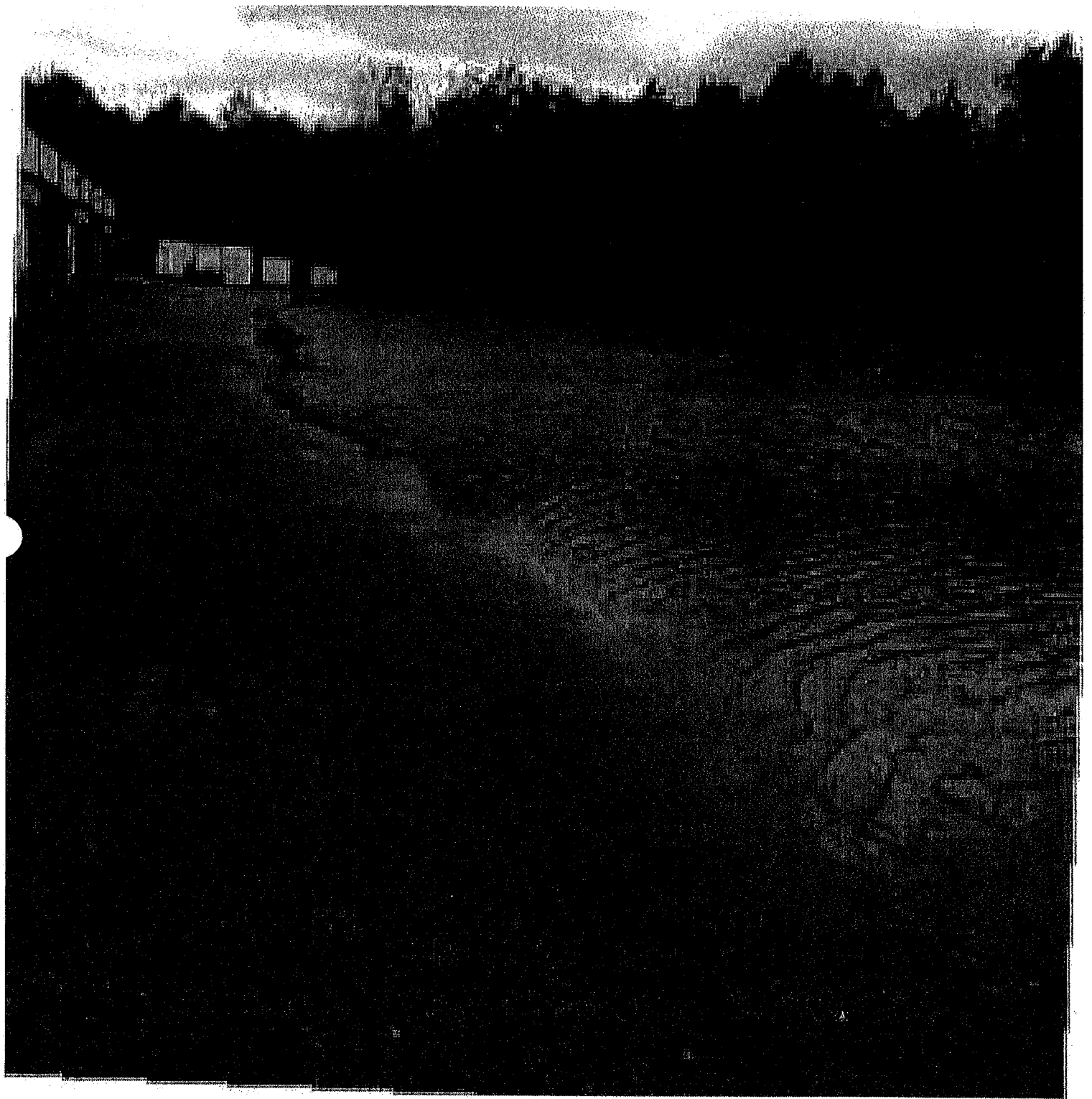




R. 634



R. 635



R. 636



BBF 1374 0004

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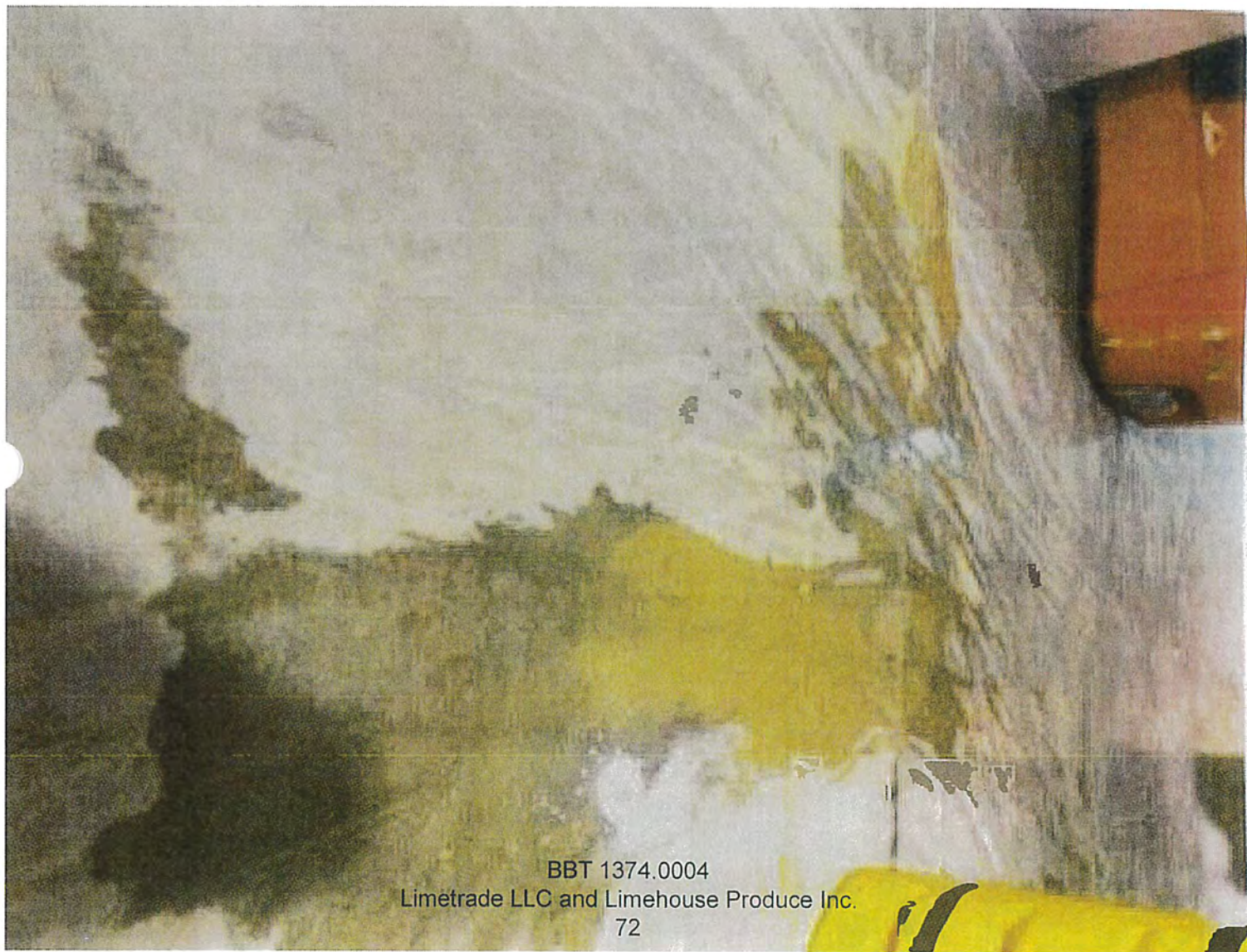
69



R. 638



Limetrade



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
72



BBT 1374 0004

LimeTrade LLC and Limehouse Produce Inc.

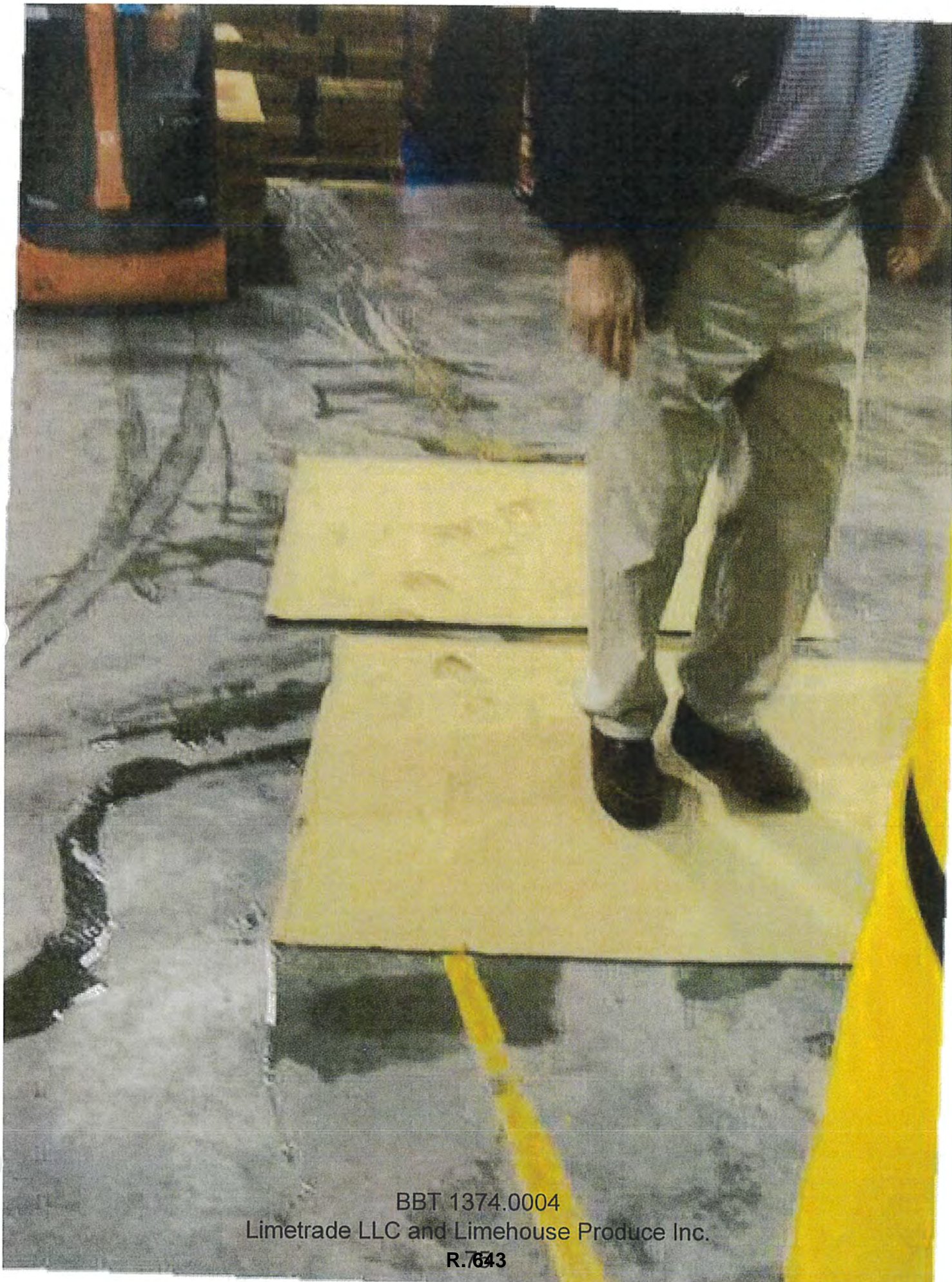
R. 641



BBT 1374 0004

Limetrade LLC and Limehouse Produce Inc.

R. 642



BBT 1374.0004
Limetrade LLC and Limehouse Produce Inc.
R. 743

Jordan Behringer

From: Jordan Behringer
Sent: Friday, May 10, 2019 12:09 PM
To: Drew Simmons
Cc: David Simmons; Tony Berenyi
Subject: RE: EXTERNAL Re: 4791 Trade St.

Good Afternoon Drew,

Just wanted to let you know we were able to complete the inspection of the slab yesterday. I will be drafting it to the CAD file next week and will get you a proposal by the end of next Friday.

If you need anything in the meantime, please feel free to call or email me.

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction
49 Immigration Street, Charleston, SC 29403
O 843-284-2000 | M 843-425-8556

From: Drew Simmons <drew@millworkartisans.com>
Sent: Wednesday, May 8, 2019 9:28 AM
To: Jordan Behringer <jbehringer@berenyi.com>
Cc: David Simmons <dsimmons@simmonsrealtyco.com>; Tony Berenyi <tberenyi@berenyi.com>
Subject: EXTERNAL Re: 4791 Trade St.

Please see attached - Sorry for the delay I was out of the office last week and earlier this week with out my computers with autocad

Let me know when you are available for measurements and I can arrange with current tenants!
Thx

On Wed, May 8, 2019 at 7:52 AM Jordan Behringer <jbehringer@berenyi.com> wrote:

Thank you David.

Respectfully,



Jordan Behringer, PE SDT Resp. 0001
Simmons 5087.003

Jordan Behringer, PE



Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

O 843-284-2000 | M 843-425-8556

From: David Simmons <dsimmons@simmonsrealtyco.com>
Sent: Tuesday, May 7, 2019 3:41 PM
To: Jordan Behringer <jbehringer@berenyi.com>
Cc: Drew Simmons <drew@millworkartisans.com>; Tony Berenyi <tberenyi@berenyi.com>
Subject: EXTERNAL Re: 4791 Trade St.

Jordan,

Drew has been traveling and is back in the office this afternoon. I will ask him to forward CAD files.

Thank you

Sent from my iPhone

On May 7, 2019, at 3:33 PM, Jordan Behringer <jbehringer@berenyi.com> wrote:

Good Afternoon Drew,

Just wanted to follow up on my email below. Is it possible to get the CAD drawings for that building and is this week a good time to go by and take measurements?

Respectfully,

Jordan Behringer, PE

<image003.png>

Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

O 843-284-2000 | M 843-425-8556

From: Jordan Behringer
Sent: Monday, May 6, 2019 10:13 AM
To: Drew Simmons <drew@millworkartisans.com>
Cc: David Simmons <dsimmons@simmonsrealtyco.com>
Subject: 4791 Trade St.

Good Morning Drew,

I met David on site last week and reviewed the concrete slab work. Do you have any CAD drawings for the building showing all interior walls? Also, is Wednesday afternoon good for us to come out to do all of the dimensioning?

Respectfully,

Jordan Behringer, PE

<image002.png>

Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

3

Jordan Behringer, PE SDT Resp. 0003
Simmons 5087.003

R. 646

O 843-284-2000 | M 843-425-8556

Thanks,

Drew Simmons

Millwork Artisans

o. 843.577.3348

c. 843.209.1991

f. 843.577.3348

www.millworkartisans.com

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Jordan Behringer

From: Jordan Behringer
Sent: Wednesday, May 15, 2019 4:03 PM
To: Drew Simmons
Cc: David Simmons; Tony Berenyi
Subject: 4791 Trade St.
Attachments: S100.pdf

Good Afternoon Drew,

Please see the attached drawings depicting the slab defects at 4791 Trade Street. I am still working on the estimate, but I think it would be beneficial to go over this in person and talk about the scope of the repairs and costs.

What is your availability?

Respectfully,

Jordan Behringer, PE



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49 Immigration Street, Charleston, SC 29403
O 843-284-2000 | M 843-425-8556

Jordan Behringer

From: Jordan Behringer
Sent: Thursday, May 23, 2019 4:19 PM
To: David Simmons; Drew Simmons
Cc: Tony Berenyi
Subject: Trade St. Slab Proposal
Attachments: Trade St. - Slab Replacement.pdf

Good Afternoon David and Drew,

Please see the attached Trade St. slab replacement proposal including the multiple mobilizations we discussed and the breakout for the stone under slab placement.

As always, feel free to call or email me with any questions.

Respectfully,

Jordan Behringer, PE



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49 Immigration Street, Charleston, SC 29403
O 843-284-2000 | M 843-425-8556

Jordan Behringer

From: Jordan Behringer
Sent: Wednesday, November 13, 2019 3:17 PM
To: Drew Simmons
Subject: RE: EXTERNAL Re: Trade St. Slab Replacement

Sounds good. Thank you.

Respectfully,

Jordan Behringer, PE



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O 843-284-2000 | M 843-425-8556

From: Drew Simmons <drew@millworkartisans.com>
Sent: Wednesday, November 13, 2019 3:14 PM
To: Jordan Behringer <jbehringer@berenyi.com>
Subject: Re: EXTERNAL Re: Trade St. Slab Replacement

We will cut the concrete and remove - I hired a full time demo guy so we will handle that part

On Wed, Nov 13, 2019 at 3:03 PM Jordan Behringer <jbehringer@berenyi.com> wrote:

Drew,

To clarify, are you doing the concrete cutting and removal yourself? Or are you referring to just the walls that may need to be removed?

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

O 843 284 2000 | M 843-425-8556

From: Drew Simmons <drew@millworkartisans.com>

Sent: Wednesday, November 13, 2019 12:22 PM

To: Jordan Behringer <jbehringer@berenyi.com>

Subject: EXTERNAL Re: Trade St. Slab Replacement

Schedule would be cant start till second week of december and have to be done by feb 15th - we will do the demo

On Wed, Nov 13, 2019 at 11:36 AM Drew Simmons <drew@millworkartisans.com> wrote:

would have to be done by the end of january, but the tennant is out now its empty so you would not have to work around them - Please break out the demo separately as we may do the demo

On Wed, Nov 13, 2019 at 9:34 AM Jordan Behringer <jbehringer@berenyi.com> wrote:

Good Morning Drew,

I am still working on getting the revised pricing to you on Trade St. and getting hard numbers from our subs. What is the desired start and completion date of this work?

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

D 843 284 2000 | M 843-425-8556

--

Thanks,

Drew Simmons

Millwork Artisans

o. 843.577.3348

c. 843.209.1991

f. 843.577.3348

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Thanks,

Drew Simmons

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Thanks,

Drew Simmons

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Jordan Behringer

From: Jordan Behringer
Sent: Thursday, January 2, 2020 4:31 PM
To: Drew Simmons
Subject: RE: EXTERNAL Re: Trade St. Slab Proposal

Good Afternoon Drew,

I hope you had a great holiday season! I just wanted to check in on this slab replacement and if this still needed to be accomplished by the end of this month.

Feel free to call or email me anytime.

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction
49 Immigration Street, Charleston, SC 29403
O 843-284-2000 | M 843 425 8556

From: Drew Simmons <drew@millworkartisans.com>
Sent: Wednesday, December 4, 2019 6:24 PM
To: Jordan Behringer <jbehringer@berenyi.com>
Subject: Re: EXTERNAL Re: Trade St. Slab Proposal

Will update you when I have something - still trying to finalize everything first

On Wed, Dec 4, 2019 at 2:49 PM Jordan Behringer <jbehringer@berenyi.com> wrote:

Good Afternoon Drew,

I just wanted to check in and follow up on this slab replacement proposal. Please feel free to let me know if you need anything further on this.

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

O 843-284-2000 | M 843-425-8556

From: Jordan Behringer
Sent: Wednesday, November 20, 2019 3:32 PM
To: Drew Simmons <drew@millworkartisans.com>
Cc: Tony Berenyi <tberenyi@berenyi.com>
Subject: RE: EXTERNAL Re: Trade St. Slab Proposal

Drew,

Thank you for the update! Just let us know if you need anything in the meantime. Thanks for the opportunity!

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

O 843-284-2000 | M 843-425-8556

From: Drew Simmons <drew@millworkartisans.com>
Sent: Wednesday, November 20, 2019 9:14 AM
To: Jordan Behringer <jbehringer@berenyi.com>
Cc: Tony Berenyi <tberenyi@berenyi.com>
Subject: EXTERNAL Re: Trade St. Slab Proposal

Great thanks I will review and get back to you-

David and I are in the process of negotiating lease and buying out the partners in the building while also trying to schedule repair prior to tenant moving in-

I will be in touch in the next week or 2

Best,

Drew

On Tue, Nov 19, 2019 at 8:19 AM Jordan Behringer <jbehringer@berenyi.com> wrote:

Good Morning Drew,

Please see the attached proposal for the 4791 Trade St. slab replacement project. As we discussed, we did not include any demolition work.

We have included the cost for fine grading, minor subgrade repairs, and stone placement at the truck dock.

If this is agreeable, please issue a purchase order to Berenyi Construction, LLC or we can send you an AIA contract. Whichever you prefer.

Feel free to call or email me with any questions or comments.

Respectfully,

Jordan Behringer, PE



Engineers + Architects + Construction

49 Immigration Street, Charleston, SC 29403

O 843-284-2000 | M 843-425-8556

--

Thanks,

Drew Simmons

Milwork Artisans

o. 843.577.3348

c. 843.209.1991

f. 843.577.3348

www.milworkartisans.com



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Thanks,

Drew Simmons

Millwork Artisans

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November 18th, 2019

Drew Simmons
Simmons Realty
4600 Goer Dr.
North Charleston, SC 29406

Re: **4791 Trade St. Slab Proposal**

Mr. Simmons,

Thank you for reaching out to Berenyi Incorporated for your design and construction needs. Please see below for the breakdown of included services.

Berenyi Incorporated is budgeting all engineering, labor, material, and equipment to pour, place, and finish approximately 23,050 square feet of 6" slab in the existing building at 4791 Trade Street in North Charleston, SC.

Our scope priced in the proposal includes the labor, materials, and equipment for the following items:

- **Design Services:**
 - All Required Structural Engineering
 - Geotechnical Investigation at Truck Dock
- **Project Management Services:**
 - Provide All Site General Conditions such as; Dumpsters, Port-a-lets, Wash Stations as necessary
 - Concrete Testing
 - Project Management (Supervision, Site Visits, Reports, Updates, Meetings)
- **Concrete Services:**
 - Minor Subgrade Improvements are Included, (Fine Grading, Compaction, etc.)
 - Furnish, Pour, and Place Approximately 23,050sqft. of 6" Concrete Slab (4000psi) on Existing Subgrade
 - #4 Rebar at 12" O.C. Each Way
 - Smooth Finish
 - Floor Hardener/Sealer
 - Drill and Epoxy Dowels into Existing Concrete Slab for Shear Transfer
 - All Necessary Dowels and Expansion Joint Material at Construction Joints
 - All Sawcutting at Control Joints

BERENYI INCORPORATED · Engineers + Architects + Construction Services

Jordan Behringer, PE SDT Resp. 0016
Simmons 5087.003

R. 659

Exclusions:

- Demolition of Concrete Slab or Stud Walls
- Footing or Foundation Work
- Site Paving
- If Major Subgrade Improvement is Necessary, it will have to be Evaluated and will be an Additional Cost
 - (Undercutting, Import of Structural Fill/Stone, Soil Improvements, Etc.)
- Permitting Fees

We anticipate a total of 3 weeks to complete this work.

Our total turnkey price for the execution of the work as indicated above is **\$310,602.00** (Three Hundred Ten Thousand Six Hundred Two Dollars and Zero Cents).

Thank you for thinking of Berenyi Incorporated, should you have any questions or concerns please do not hesitate to contact me.

Thank you,



Jordan Behringer, PE
Project Manager



Berenyi Incorporated
Engineers, Architects, and Construction

Date: 23-May-18

Cost Estimate for: Simmons Realty
Project Number: 18-000
Project Name: Trade 91 Slab
Revision: 3

23050 square feet

Project Phase	Description	Unit	Bare Cost				Quantity		Total Cost	Comments
			Material	Labor	Equip.	Total	Estimated	Unit		
General Conditions										
Mobilization		LUMP	\$ -	\$ -	\$ -	\$ -	1	LUMP	\$ -	
Dumpsters, Portalets, Wash Stations		WK	\$ -	\$ -	\$ -	\$ -	6	WK	\$ -	
Project Management		WKS	\$ -	\$ -	\$ -	\$ -	7	WKS	\$ -	
GeoTech		LUMP	\$ -	\$ -	\$ -	\$ -	1	LUMP	\$ -	
Structural Engineering		LUMP	\$ -	\$ -	\$ -	\$ -	1	LUMP	\$ -	For sub-grade investigation at truck dock
									\$ 25,000.00	
Site Work and Demolition										
Containers		LUMP	\$ -	\$ -	\$ -	\$ -	3	LUMP	\$ -	
Sawcutting	Sawcut Slab in 4' x 6' sections	LF	\$ -	\$ -	\$ -	\$ -	10305	LF	\$ -	Multiple Mobilizations
Haul Off		PER	\$ -	\$ -	\$ -	\$ -	10	PER	\$ -	
									\$ 55,372.50	
Excavation and Stone Placement										
Excavation		YDS	\$ -	\$ -	\$ -	\$ -	512	YDS	\$ -	If necessary
Stone		YDS	\$ -	\$ -	\$ -	\$ -	338	YDS	\$ -	If necessary
Compaction		LUMP	\$ -	\$ -	\$ -	\$ -	1	LUMP	\$ -	If necessary
									\$ 5,085.44	
Concrete										
6" Slab		YDS	\$ -	\$ -	\$ -	\$ -	470	YDS	\$ -	
Floor Densifier		SOFT	\$ -	\$ -	\$ -	\$ -	23050	SOFT	\$ -	
Dowels	Min. 5" Embedment	PER	\$ -	\$ -	\$ -	\$ -	640	PER	\$ -	
Epoxy		LUMP	\$ -	\$ -	\$ -	\$ -	4	LUMP	\$ -	4 cases of HILTI HIT HY200
Concrete Labor		WKS	\$ -	\$ -	\$ -	\$ -	6	WKS	\$ -	
Misc. Concrete Mat and Form work		WKS	\$ -	\$ -	\$ -	\$ -	6	WKS	\$ -	
									\$ 217,457.50	
Miscellaneous										
Testing	allowance	LUMP	\$ -	\$ -	\$ -	\$ -	1	LUMP	\$ -	
Site General conditions	allowance	WK	\$ -	\$ -	\$ -	\$ -	0	WK	\$ -	
Field Supervision	allowance	WK	\$ -	\$ -	\$ -	\$ -	0	WK	\$ -	
									\$ 5,000.00	
Basic Labor & Material Subtotal									\$ 367,915.44	Does not include Overhead & Profit
Overhead and Profit										
Project Development	Percentage of subtotal@	15%							\$ 55,187.32	

Estimate Total = \$ 423,102.76

Notes:

Material prices can escalate over time. This estimate considers current material costs.

Printed: 5/23/2018 15:51

Jordan Behringer, PE SDT Resp. 0018
Simmons 5087.003

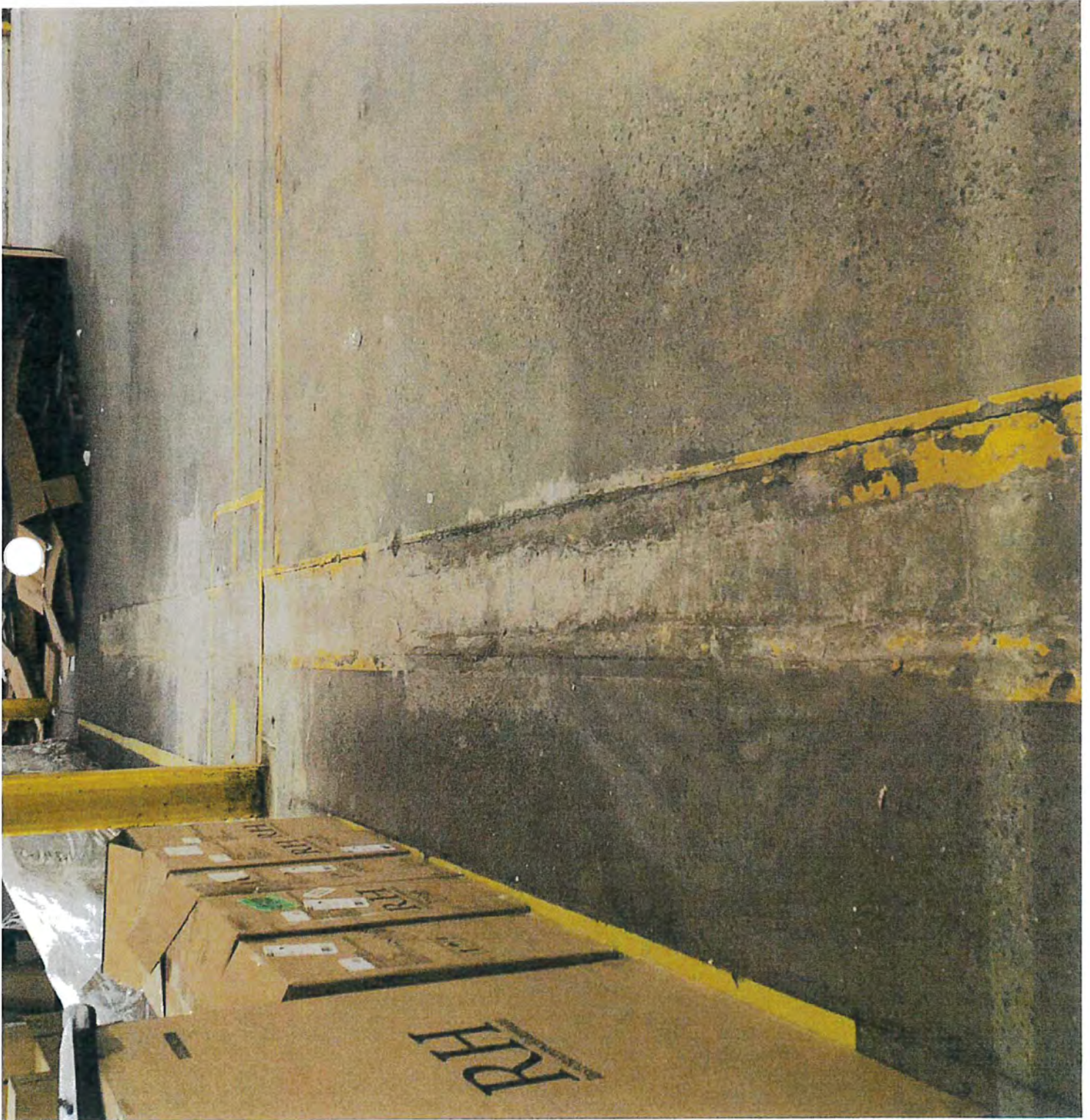


EXHIBIT
17
R. 663

Simmons - 0119
BWPH 5087.003

Simco, Inc. of Charleston

Construction - Development

Proposal
January 10, 2020

For: Virgie C. Simmons Family
4600 Goer Drive, Ste. 201
N. Charleston, SC 29406

RE: Removal and Replacement of Concrete Slab damaged by previous tenant

1. Saw cut concrete around perimeter of area to be removed and around base of each column.
2. Remove approximately 28,000 square feet of 6" thick concrete slab and dispose off removed concrete.
3. Excavate and dispose of approximately 780 yards of existing fill beneath slab.
4. Install 6" #57 stone and compact per engineer's specifications.
5. Install #5 mats per engineer's specifications.
6. Install 6Mill plastic on top of new #57 stone
7. Pour and finish approximately 260 yards of 3,000 Psi concrete

Labor and Materials \$467,300.00

Prepared By: _____

Accepted By: _____

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602



R. 664

Simmons - 0121
BWPH 5087.003

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

January 7, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement.

Contract Amount \$423,102.76

1st Draw Request

Amount of Draw Request \$15,000.00

Balance due after this draw request \$408,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

R. 665

Simmons - 0122
BWPB 5087.003

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

January 16, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement.

Contract Amount \$423,102.76

Balance before this draw \$408,102.76

2nd Draw Request

Amount of Draw Request \$7,000.00

Balance due after this draw request \$401,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

January 20, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement.

Contract Amount \$423,102.76

Balance before this draw \$401,102.76

3rd Draw Request

Amount of Draw Request \$14,000.00

Balance due after this draw request \$387,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street
Old Limehouse Floor Replacement
January 21, 2020

Virgie C. Simmons Family, LLC
4600 Goer Drive, Ste 201
N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement.

Contract Amount \$423,102.76
Balance before this draw \$387,102.76

4th Draw Request

Amount of Draw Request \$18,000.00

Balance due after this draw request \$369,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

January 30, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement.

Contract Amount \$423,102.76

Balance before this draw \$369,102.76

5th Draw Request

Amount of Draw Request \$20,000.00

Balance due after this draw request \$349,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

February 5, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement and demolition of
partitions and Electrical

Contract Amount \$423,102.76

Balance before this draw \$349,102.76

6th Draw Request

Amount of Draw Request \$10,000.00

Balance due after this draw request \$339,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

February 7, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement and demolition of
partitions and Electrical

Contract Amount \$423,102.76

Balance before this draw \$339,102.76

7th Draw Request

Amount of Draw Request \$10,000.00

Balance due after this draw request \$329,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

R. 671

Simmons - 0128
BWPH 5087.003

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street
Old Limehouse Floor Replacement
February 20, 2020

Virgie C. Simmons Family, LLC
4600 Goer Drive, Ste 201
N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement and demolition of
partitions and Electrical

Contract Amount \$423,102.76

Balance before this draw \$329,102.76

8th Draw Request

Amount of Draw Request \$18,000.00

Balance due after this draw request \$ 311,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

March 5, 2020

Virgie C. Simmons Family, LLC
4600 Goer Drive, Ste 201
N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement

Contract Amount \$423,102.76

Balance before this draw \$311,102.76

9th Draw Request

Amount of Draw Request \$21,000.00

Balance due after this draw request \$290,102.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

March 18, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement

Contract Amount \$423,102.76

Balance before this draw \$290,102.76

10th Draw Request

Amount of Draw Request \$42,500.00

Balance due after this draw request \$247,602.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

R. 674

Simmons - 0131
BWPH 5087.003

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

April 1, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement

Contract Amount \$423,102.76

Balance before this draw \$247,602.76

11th Draw Request

Amount of Draw Request \$35,000.00

Balance due after this draw request \$212,602.76

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

R. 675

Simmons - 0132
BWPB 5087.003

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

April 9, 2020

Virgie C. Simmons Family, LLC

4600 Goer Drive, Ste 201

N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement

Contract Amount \$423,102.76

Balance before this draw \$ 212,602.76

12th Draw Request

Amount of Draw Request \$192,786.39

Balance due after this draw request \$19,816.37

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

April 29, 2020

Virgie C. Simmons Family, LLC
4600 Goer Drive, Ste 201
N. Charleston, SC 29406

Re: Concrete Slab Remove and Replacement

Contract Amount \$423,102.76

Add for 1st Change Order \$12,183.63

Balance before this draw \$32,000.00

13th Draw Request

Amount of Draw Request \$32,000.00

Balance due after this draw request \$-0.00-

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

R. 677

Simmons - 0134
BWPH 5087.003

Simco, Inc. of Charleston

Construction - Development

Draw Request

4791 Trade Street

Old Limehouse Floor Replacement

Change Order #2

September 11, 2020

Virgie C. Simmons Family, LLC
4600 Goer Drive, Ste 201
N. Charleston, SC 29406

Re: Concrete Slab Removal and Replacement
Change Order #2

Contract Amount \$423,102.76

Add for 1st Change Order \$12,183.63

Adder for 2nd Change Order \$17,482.29

Balance before this draw \$17,482.29

14th Draw Request

Amount of Draw Request \$17,482.29

Balance due after this draw request \$-0.00-

Simco, Inc of Charleston 4600 Goer Drive, Suite 201 N. Charleston, SC 29406

843 577-9602

R. 678

Simmons - 0135
BWPH 5087.003

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Mar 19 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

The Honorable James E. Chellis, Master in Equity

Case No. 2019-CP-18-02217

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

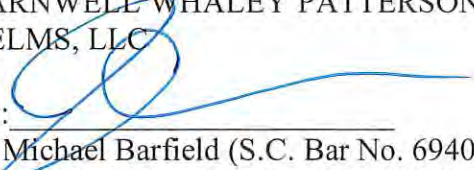
vs.

Limetrade, LLC and Limehouse Produce, LLC Respondents

CERTIFICATE OF COUNSEL

The undersigned certifies that this Record on Appeal, Volume II contains all materials proposed by the parties to be included in the Record on Appeal and does not include any other materials.

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
211 King Street, Suite 300 (29401)
Charleston, SC 29402
Phone: (843) 577-7700
*Attorneys for Appellant Virgie C. Simmons
Family, LLC*

RECEIVED

Mar 19 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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

The Honorable James E. Chellis, Master in Equity

Case No. 2019-CP-18-02217

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

vs.

Limetrade, LLC and Limehouse Produce, LLC Respondents

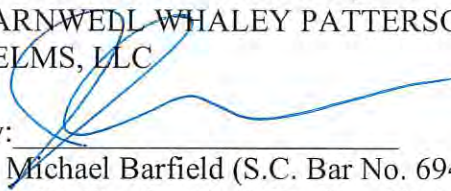
PROOF OF SERVICE OF RECORD ON APPEAL, VOLUME II

I certify that I have served the Record on Appeal, Volume II 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) on March 19th, 2025, addressed to their attorneys of record:

G. Hamlin O'Kelley, III
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
hamlin.okelley@buistbyars.com

Attorneys for Respondents Limetrade, LLC and Limehouse Produce, LLC

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
211 King Street, Suite 300 (29401)
Charleston, SC 29402
Phone: (843) 577-7700

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