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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

IN THE SUPREME COURT'S ORIGINAL JURISDICTION

Appellate Case No. 2025-

The University of South Carolina and The Gamecock Club Petitioners,

v.

George M. Lee, III, Respondent.

APPENDIX ACCOMPANYING PETITION FOR ORIGINAL JURISDICTION AND
VERIFIED COMPLAINT

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December 9, 2025

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this 9th day of March,
1991, by and between (George M. Lewis III) hereinafter referred to as the
"Donor" and the University of South Carolina Gamecock Club, hereinafter
referred to as the "Gamecock Club".

WITNESSETH:

FOR AND IN CONSIDERATION of the mutual covenants contained herein,
the parties do hereby agree as follows:

1. Donor hereby agrees to irrevocably assign and contribute to
the Gamecock Club the face amount of a whole life insurance policy
valued at a minimum \$100,000 with an A+ top 25 company as rated by the
"Best Rating System".

2. It is understood and agreed that the University will be the
irrevocable owner and sole beneficiary of the policy and that the policy
will be the property of the Gamecock Club. The Donor will not retain
any benefits under the policy.

3. Donor agrees to pay the annual premium payments of a sum
not less than \$1,000 on the above described policy to the Gamecock Club
for a period of eight (8) years until the policy is paid up at which
time the Gamecock Club will own the paid up policy. At this time, the
cash value of the policy will continue to pay the premiums throughout
the life of the Donor. The Donor shall provide a copy of the policy to
the club and will be responsible for any further premiums that might
come due on the policy. The Gamecock Club reserves the right to make
payments on the policy should the Donor refuse to do so.

4. The University of South Carolina Gamecock Club does hereby acknowledge receipt of said insurance policy and agrees that in exchange for this gift and the agreement by Donor to make all premium payments, Donor will be designated as a Lifetime Scholarship Donor for the eight (8) years he/she is paying on the policy with all the privileges and benefits pertaining thereto as set forth in the attached Exhibit A attached hereto and made a part hereof and the terms of which are incorporated herein by reference. In accordance with said attachment, _____ will have the opportunity to purchase tickets entitled to the Gamecock Level or membership presently held. There will be no guarantee as to where ticket assignments will be located. Assignments will be made according to membership priority and in accordance with the Gamecock Club By-laws.

5. Upon completion of the eight (8) years, Donor will have an option:

a. Make no further contributions to the Gamecock Club and receive Full Scholarship benefits for the remainder of his/her lifetime. The Donor will revert back to the Full Scholarship inheritance policy of spouse only at this time.

b. Make an annual contribution of \$500.00 or more to the Gamecock Club and continue to receive the Lifetime Full Scholarship membership in the Gamecock Club which includes an inheritance of any named heir.

6. In the event the Donor defaults on the payment of the insurance premium to the Gamecock Club, all benefits of the membership including priority in the Gamecock Club to Donor shall be cancelled. In such event, the Gamecock Club shall have the right to cancel the policy or continue to make the premium payments. The Gamecock Club may

also collect and recoup from the Donor the difference between the value of the gift received and of the contribution actually paid.

7. The privileges of this membership will be transferred to the child of the donor of the same name as the donor (Address)

upon death of the Donor as long as the Donor remains a Gamecock Club member at the Lifetime Scholarship level. Upon death of the Donor, the family has 90 days to notify the Club and provide a copy of the death certificate. Should the heir of this membership predecease the Donor, the heir of this membership may be re-named.

8. Upon the death of the Donor the proceeds from the insurance policy will be deposited in a Gamecock Club permanent endowment account.

IN WITNESS WHEREOF, George M. (see list) has caused these presents to be duly authorized, and the University of South Carolina Gamecock Club has hereunto set its hand and seal on the date first above written.

DONOR

By: George M. (see list) (L.S.)

Date: 3-9-90

THE UNIVERSITY OF SOUTH CAROLINA

By: Mr. Thomas L. Stepp (L.S.)
Secretary/Board of Trustees

Date: 4/17/1991

THE UNIVERSITY OF SOUTH CAROLINA
GAMECOCK CLUB

By: A. King Dixon, II (L.S.)
Director of Athletics

Date: 7-9-90

By: Art Baker (L.S.)
Executive Director/Gamecock Club

Date: 6/27/90

EXHIBIT A

LIFETIME FULL SCHOLARSHIP

- Four Season Football Tickets (Best Available)
- Additional Four Season Football Tickets (Total of 8)
- Assigned Reserved Parking
- Second Priority on Away and Bowl Game Tickets
- Tickets May Be Assigned to One Designated Heir
- Four Season Basketball Tickets (Best Available)
- Assigned Parking at Coliseum (If Available)
- Second Priority on Away and Tournament Game Tickets
- Second Priority on any Tickets Involving any other South Carolina Athletic Events.

From: George Lee <george@profrealty.com>
Date: Tuesday, November 4, 2025 at 4:32 PM
To: Clay Grayson <cgrayson@graysonfirm.com>
Cc: mwhardee@bellsouth.net <mwhardee@bellsouth.net>
Subject: Lifetime Members

Clay:

Thanks for the time today. I have found myself in the middle of yet another situation with the Gamecock Club and to be perfectly honest with you it is not a situation that I really want to be in at this point in life.

The slow bleed of information coming from the Gamecock Club is creating an issue with a number of current Lifetime Members and I can tell you that they are very close to retaining counsel due to the manner in which this entire program is being presented.

Several of these Lifetime Members have stated that they intend to obtain suites at \$150,000.00 annually without the payment of any donation or premium and based upon the ruling in Lee V. University of South Carolina they appear to be on firm ground.

It seems to me that the easiest manner in which to deal with the Lifetime Members is to simply allow those members who currently have seats in the west side to retain their current tickets. There are only 200+- Lifetime Members and the total amount of tickets involved should be less than 1,000 so why not simply allow these Lifetime Members to maintain their current seats in the lower west side and club sections and reseat the existing Lifetime Members who currently hold seats in executive club in either lower west or the new club section without the payment of any additional premium?

I urge you to speak with your client and arrange a meeting with all Lifetime Members who

will be adversely impacted by the actions of the Gamecock Club and to do so within the next thirty days. My read of the situation is that these folks are ready, willing and able to litigate this matter if necessary and this will create a situation for the Gamecock Club that may well end up being untenable.

I look forward to our reply.

Regards,

George

George M. Lee, III JD

President/Broker In Charge

Professional Realty, Incorporated in South Carolina

Commercial Broker

Sloane Commercial in North Carolina

Real Estate Consultant/Director of Real Estate

Vicious Biscuit Company

325 Wood Duck Road

Columbia, South Carolina 29223

803-309-5021

george@profrealty.com

Licensed Attorney In South Carolina

From: [George Lee](#)
To: [Clay Grayson](#)
Cc: mwhardee@bellsouth.net
Subject: Meeting
Date: Friday, December 5, 2025 12:39:54 PM

Clay:

Has a date been set for a meeting with the AD and GC Club? My patience is running thin on this whole matter. I have emailed several times to Ms. Holt requesting a time to go down and do the preview and to be honest with you have not gotten any response.

Does the GC Club really want a revisit of the whole matter regarding the treatment of Lifetime members to occur? That is exactly where this is headed if a meeting is not scheduled within the next week to ten days.

While I enjoyed our conversations over the past two months there has been no real progress and no indication that the GC Club has any interest in trying to resolve the issues relating to the rights of Lifetime Members and we are all now to the point where we feel as if it might be time to retain counsel to represent our interest.

Not what I want want but I have been to the GC rodeo before and can tell you that the lack of any response from the GC Club or athletic department is unaccepttable and gives the impression that no one really cares about the Lifetime Members. This is what happens when outside consultants are utilized to market this whole project. None of these folks appear to be actual Gamecock fans, USC greduates or seem to have much knowledge about the actual fan base that has diligently supported the athletic programs which to be honest have been lackluster at best over the part 40+ years.

It takes a lot to irritate me and I am rapidly approaching the point where I will be the lead dog in the pack and will do what is necessary to protect my rights and also those of the other Lifetime Members.

George M. Lee, III JD

President/Broker In Charge

Professional Realty, Incorporated in South Carolina

Commercial Broker

Sloane Commercial in North Carolina

Real Estate Consultant/Director of Real Estate

Vicious Biscuit Company

325 Wood Duck Road

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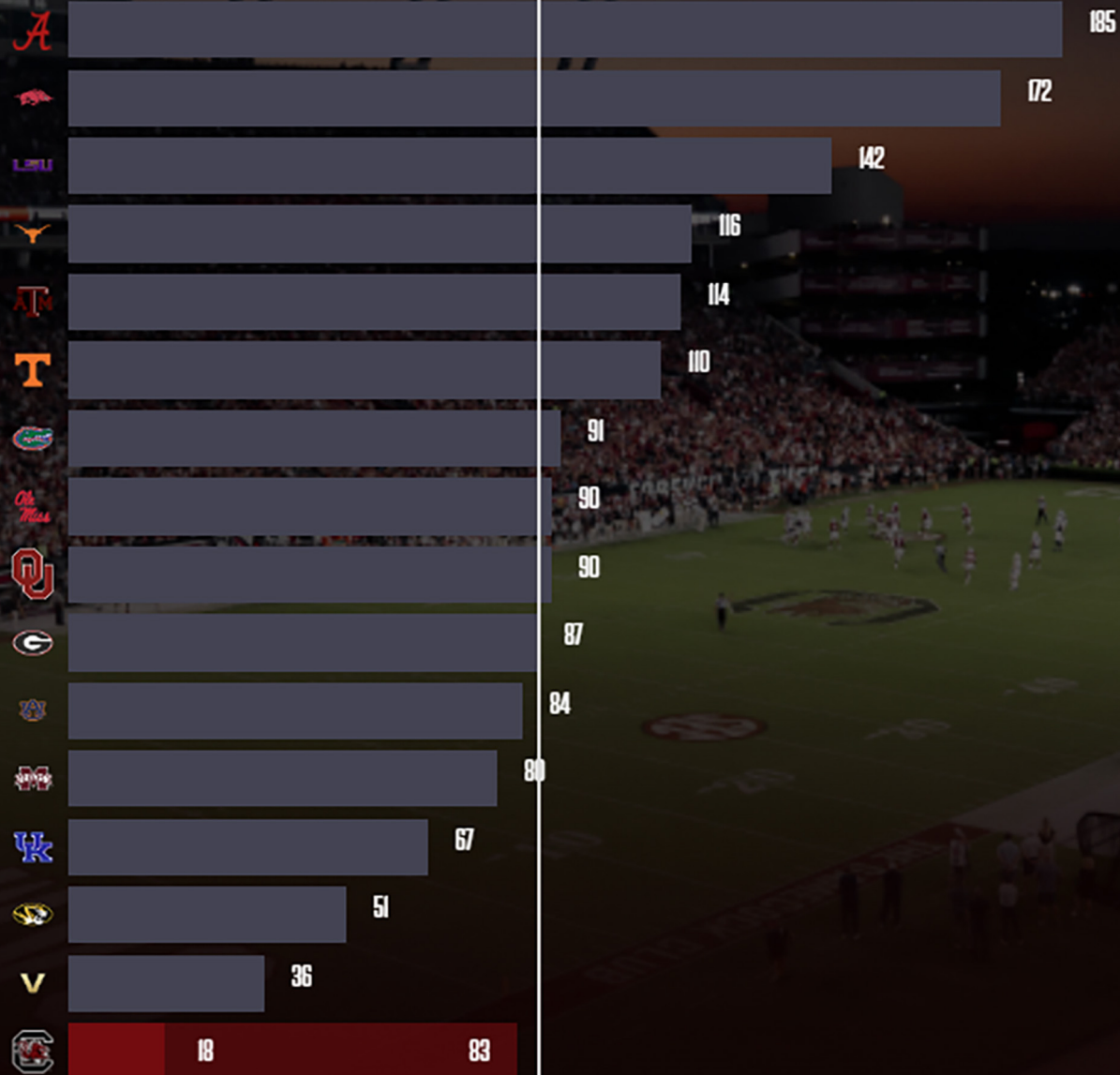
george@profrealty.com

Licensed Attorney In South Carolina

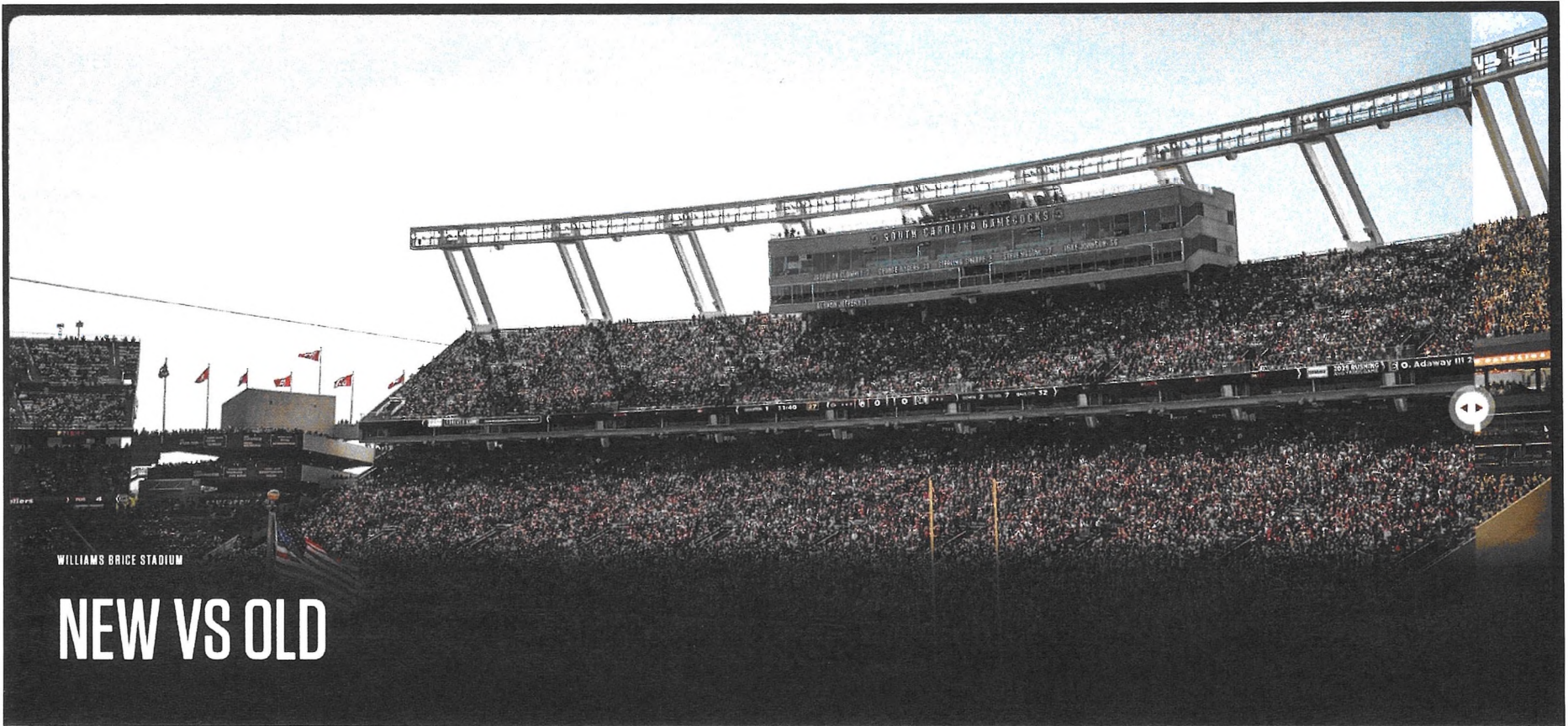
SOUTH CAROLINA RANKS LAST IN SUITES AMONG SEC PEERS

Suite Counts by University

Median: 90

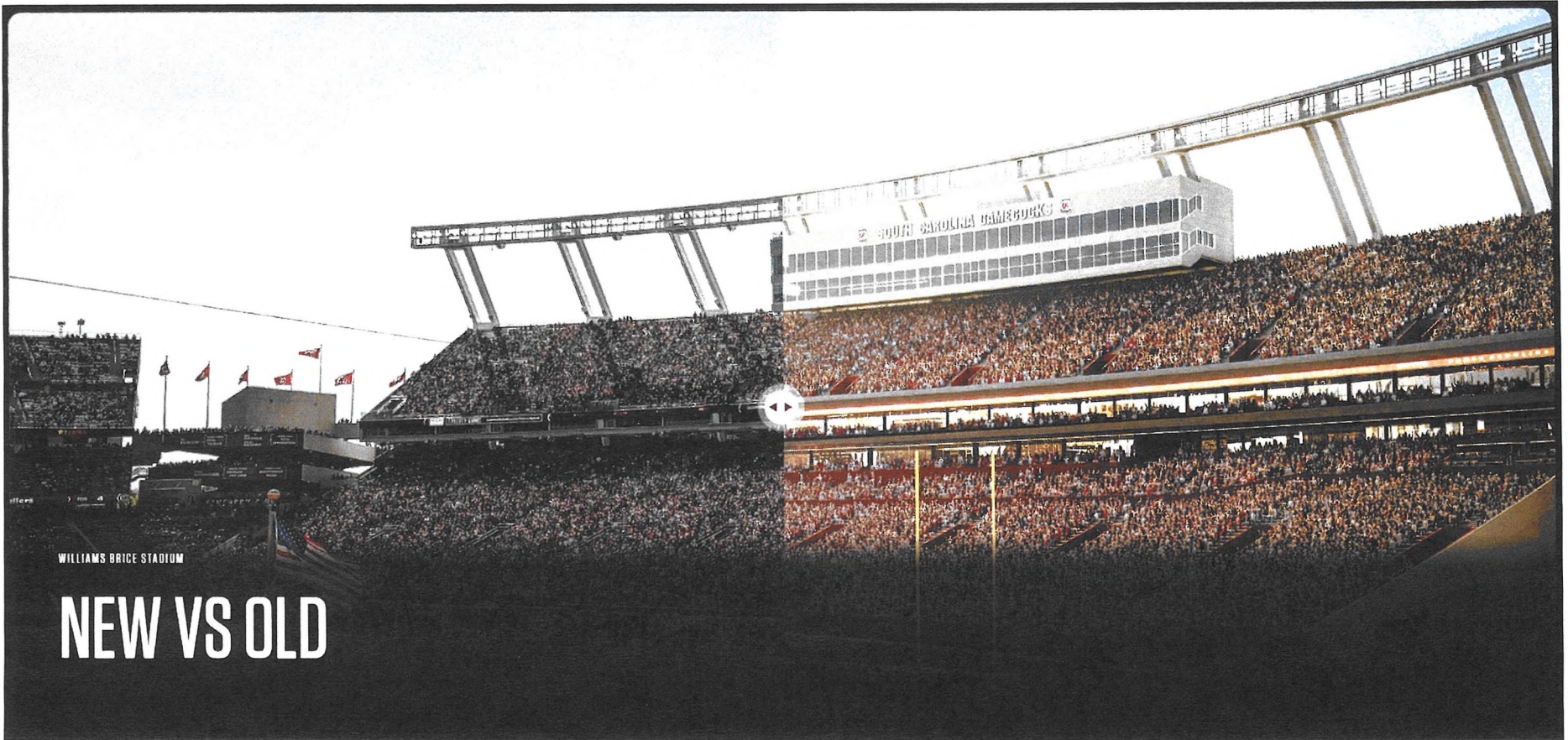


Future Suite Total



WILLIAMS-BRICE REIMAGINED

GAMECOCK CLUB
ESTABLISHED 1940

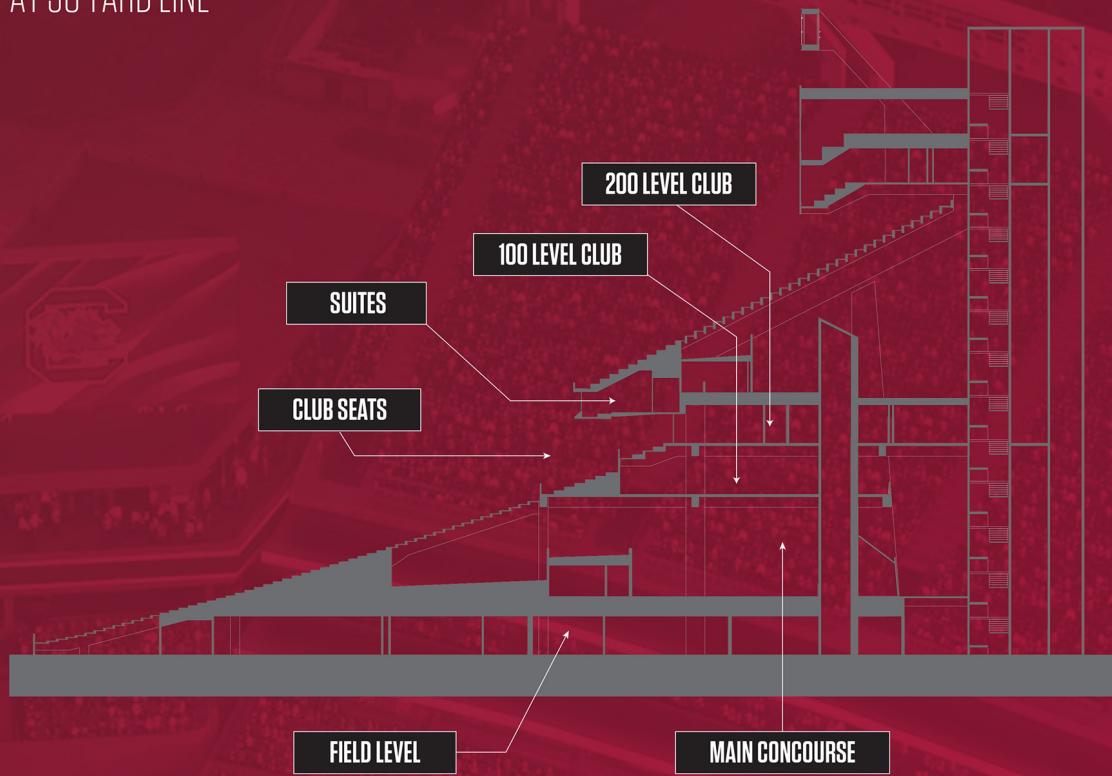


WILLIAMS-BRICE REIMAGINED

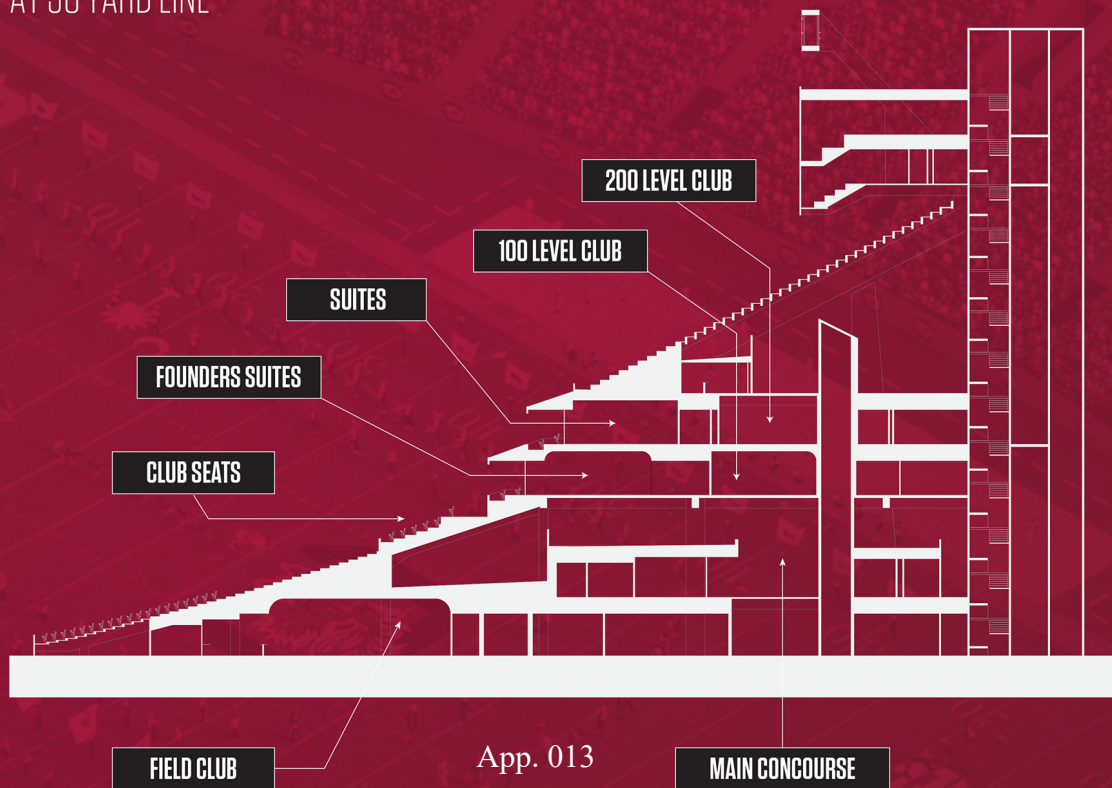
GAMECOCK CLUB
ESTABLISHED 1940



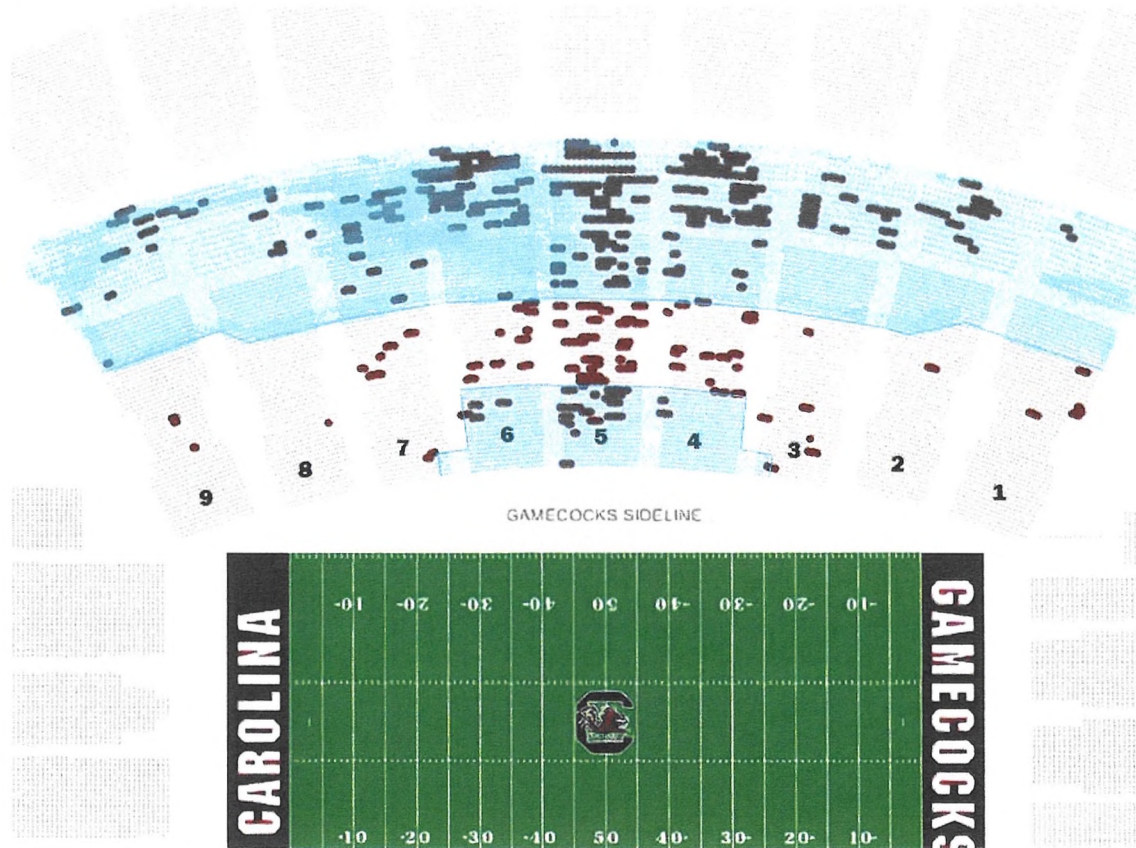
AT 50 YARD LINE



NEW SECTION
AT 50 YARD LINE



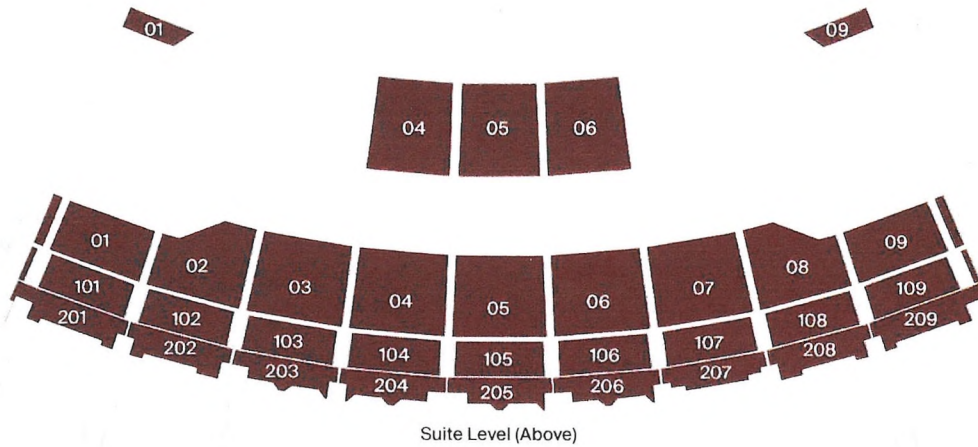
Lifetime Season Tickets



WILLIAMS-BRICE REIMAGINED

GAMECOCK CLUB
ESTABLISHED 1940

09 Approximate Seat Counts
Impacted Seating Sections & Approx. Counts



Approx. Impacted Seats (West)

Lower Bowl (for Field Club):	1,753
Section 01:	77
Section 04:	533
Section 05:	533
Section 06:	533
Section 09:	77
Lower Bowl (For 100 Level):	4,603
Section 01:	397
Section 02:	482
Section 03:	569
Section 04:	569
Section 05:	569
Section 06:	569
Section 07:	569
Section 08:	482
Section 09:	397
100 Level:	1,558
Section 101:	173
Section 102:	173
Section 103:	173
Section 104:	173
Section 105:	173
Section 106:	173
Section 107:	173
Section 108:	173
Section 109:	173
200 Level:	1,006
Section 201:	137
Section 202:	113
Section 203:	92
Section 204:	103
Section 205:	85
Section 206:	101
Section 207:	121
Section 208:	126
Section 209:	128
Suites (18):	432
Per Suite:	24
Approx Impacted:	9,352
(West Totals)	

*Note impacted seats in North end zone and Southeast corner not included. Approx totals shown below.
 Impacted North seats 485
 Impacted Southeast Seats 350



POPULOUS

Williams-Brice Stadium Renovation | 11/19/2025

DESIGN MEETING 11



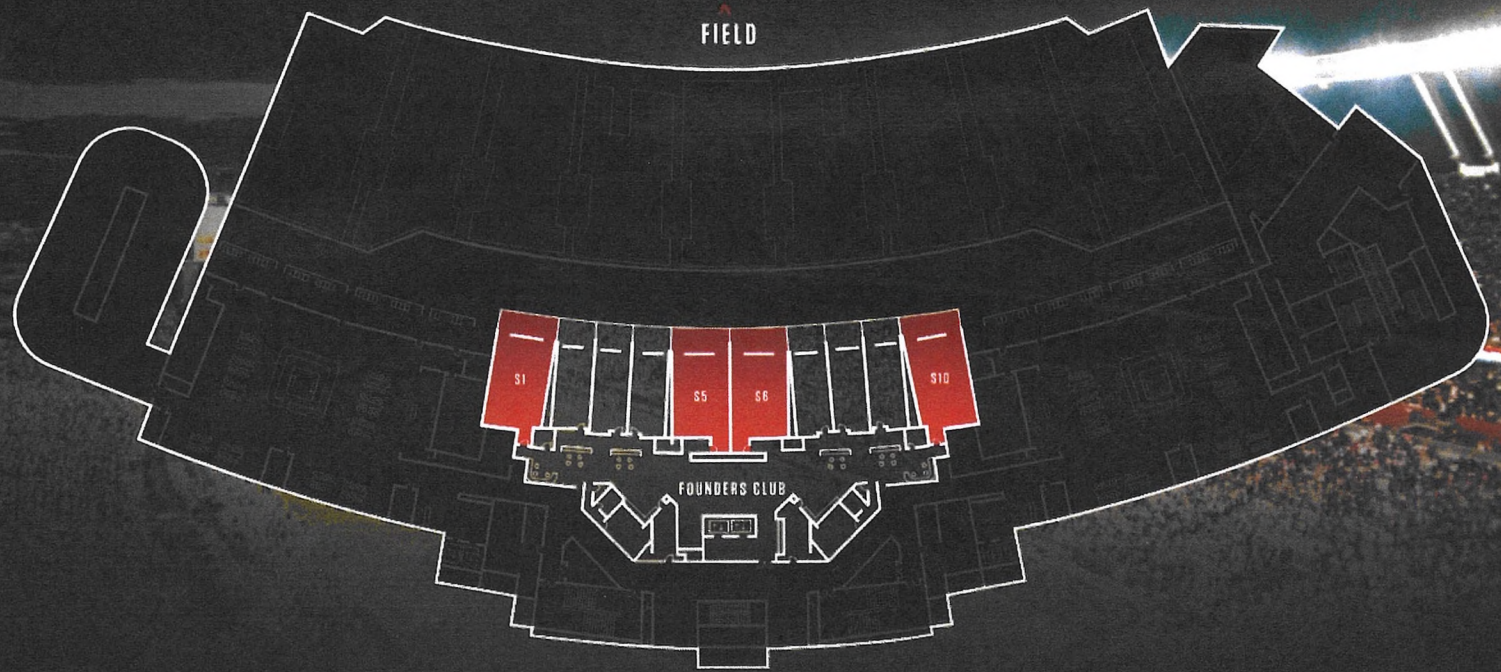
WILLIAMS-BRICE REIMAGINED

GAMECOCK CLUB
ESTABLISHED 1940

SEATING OPTIONS

FOUNDERS SUITES

TYPE A
FLOOR PLAN

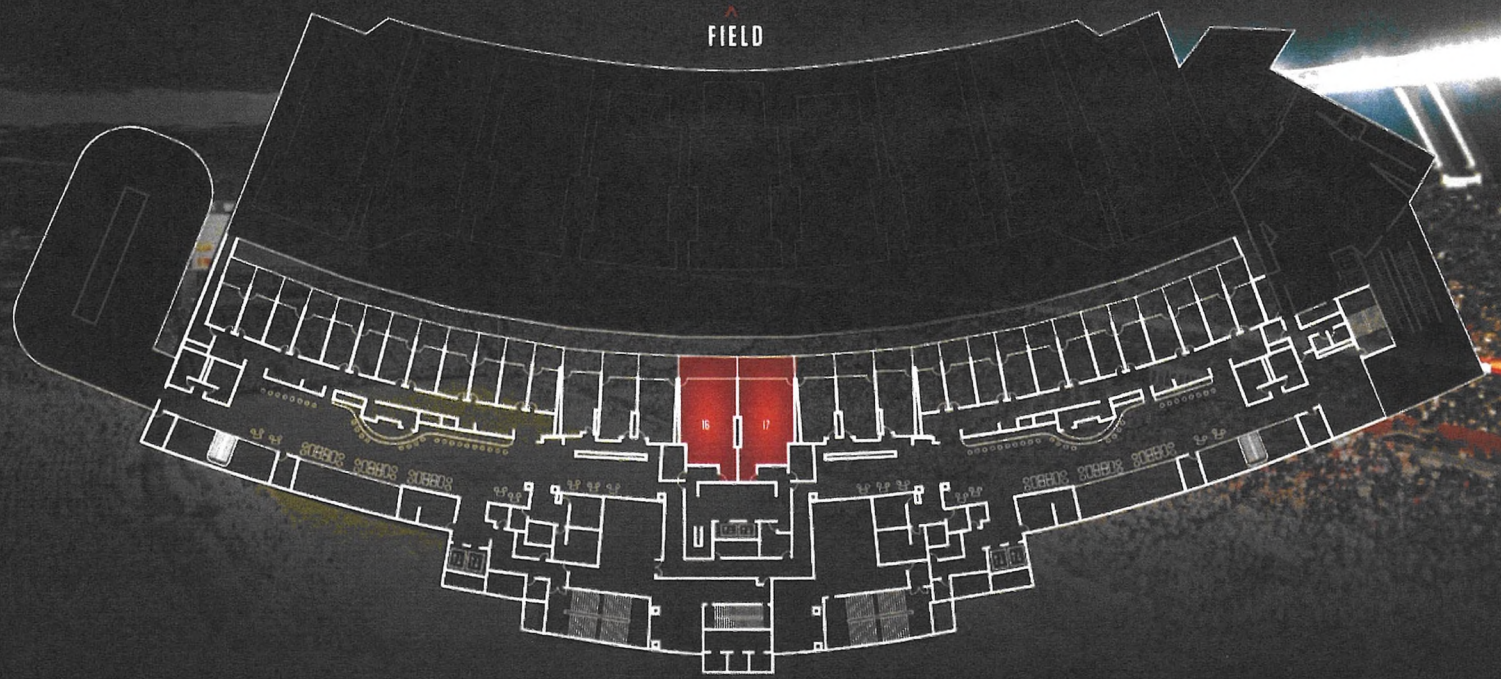


SUITE LEVEL - 100

SEATING OPTIONS

FOUNDERS SUITES

TYPE A
FLOOR PLAN



SUITE LEVEL - 200

SEATING OPTIONS

LUXURY SUITES

TYPE A
FLOOR PLAN

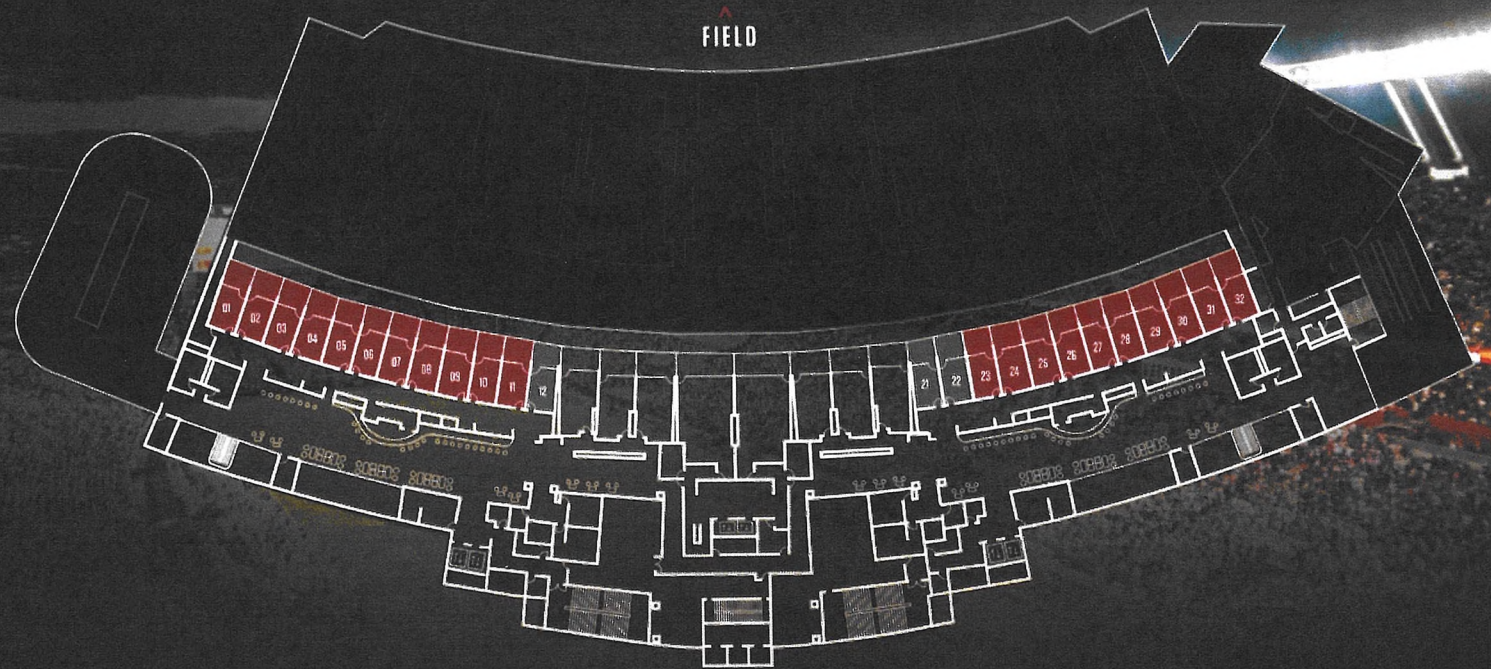


SUITE LEVEL

SEATING OPTIONS

LUXURY SUITES

TYPE B
FLOOR PLAN



SUITE LEVEL

THE STATE OF SOUTH CAROLINA
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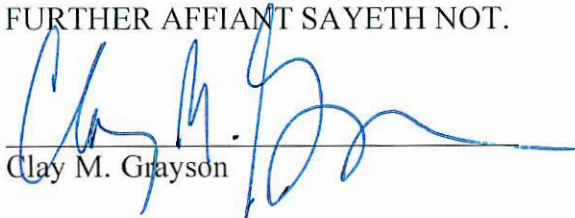
AFFIDAVIT OF CLAY M. GRAYSON

I, Clay M. Grayson, after being duly sworn, depose and state as follows:

1. I am an attorney licensed to practice law in the State of South Carolina and currently serve as counsel to The Gamecock Club. In that capacity, From time to time, I receive and respond to communications from Gamecock Club members and other individuals concerning matters related to the Gamecock Club's operations, membership rights, and other matters.
2. I am familiar with the email correspondence referenced in the Appendix accompanying the Petition for Original Jurisdiction and Verified Complaint filed in this action.
3. On November 4, 2025, I received an email from George M. Lee, III, sent from the email address *george@profrealty.com*, addressed to me at *cgrayson@graysmithgrayson.com* (with a copy to Mark W. Hardee), concerning Mr. Lee's asserted rights as a Lifetime Member. A true and correct copy of this email appears in the Appendix at App. 005-006.

4. On December 5, 2025, I received a second email from Mr. Lee, also sent from *george@profrealty.com*, further asserting his claimed rights as a Lifetime Member. A true and correct copy of this email appears in the Appendix at App. 007–008.
5. Both emails were received by me in the ordinary course of my professional duties as counsel to the Gamecock Club, were maintained in the ordinary course of business, and are accurate and complete reproductions of the communications sent by Mr. Lee.
6. I make this affidavit for the purpose of authenticating the above-described emails as business records and as evidence of communications received in my capacity as counsel to the Gamecock Club.

FURTHER AFFIANT SAYETH NOT.


Clay M. Grayson

SWORN to before me this
8 day of Dec., 2025.

Notary Public for South Carolina
My Commission Expires:



