

EXHIBIT 9

RECEIVED

Apr 20 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	FOURTEENTH JUDICIAL CIRCUIT
)	
Queens Grant Regime, II, Inc., Horizontal Property Regime,)	Civil Action No.: 2024-CP-07-00156
)	
Plaintiff,)	
)	
v.)	DEFENDANTS' MEMORANDUM OF
)	LAW IN SUPPORT OF SUPERSEDEAS
Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf,)	
)	
Defendants.)	

Defendants Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf, by and through its undersigned counsel and pursuant to Rule 241 of the South Carolina Appellate Court Rules and the South Carolina Court of Appeals directive that this Court hold an expedited hearing on Defendants' Petition for a Writ of Supersedeas, respectfully submit the following:

FACTS/PROCEDURAL BACKGROUND

Plaintiff alleges that Defendants' operation of a golf course driving range on Hilton Head Island (Beaufort County), South Carolina allows golf balls to pass onto Plaintiff's property, resulting in trespass, property damages, and an unreasonable risk of physical injury. (See Compl.) Plaintiff alleges that for many years, the driving range and condominiums coexisted without issue until 2021, when Defendants incorporated TopTracer technology into the driving range, which uses image sensors to track golf balls in flight and provide users with more data and a platform for virtual games and training modes. (See *id.* ¶ 8.) Plaintiff alleges that this has attracted a larger crowd to the driving range, including serious, casual, and first-time golfers and, as a result, significantly increased the number of errant shots that exit the range over the protective netting.

(See id. ¶¶ 10-12.)

In response to Plaintiff's complaints, Defendants took numerous measures and precautions to limit the number of errant golf balls that pass onto Plaintiff's property, including:

1. raising the height of the netting that borders the properties from fifty (50) to seventy (70) feet in October 2021, at a cost of \$373,000;
2. installing new "tee-less" hitting mats to limit a hitter's ability to hit an errant golf ball onto Plaintiff's property in May 2022, at a cost of \$12,681; and
3. replacing their range balls with "Flight Restricted" golf balls in March 2023, at a cost of \$28,000.

(See **Exhibit 1**, Second Franseen Affidavit, ¶ 4.) As a result of these changes, errant golf balls passing onto Plaintiff's property dropped by roughly 80%, from a daily average of nearly 55 balls a day between May and September 2021, to roughly 9.9 balls a day for the same months in 2023. (See id. ¶ 3 and attached Ball Flight Data.) The number of errant golf shots in the summer of 2023 is comparable to the level that existed prior to the implementation of TopTracer. (See **Exhibit 2**, Marra Affidavit, ¶¶ 3-5.) Even with this substantial reduction, Plaintiff nevertheless filed suit on January 23, 2024, seeking monetary damages and a permanent injunction requiring Defendants to cease operations and filed a Motion for a Temporary Restraining Order the next day.

A hearing was held on Plaintiff's Motion for Temporary Restraining Order in 2024 and this Court indicated that it would not shut down Defendants' business but agreed that more needed to be done to reduce the number of errant golf balls and ordered the parties to mediation. A December 2024 mediation between the parties resulted in an impasse. Afterward, Defendants sent Plaintiff a written, detailed post-mediation settlement proposal outlining additional steps Defendants could take to further reduce errant golf balls. Plaintiff did not respond to Defendants, did not offer any counterproposal or settlement terms, and instead sought injunctive relief.

This Court ultimately granted Plaintiff's Motion and, on February 13, 2026, entered an

Order Granting Temporary Injunctive Relief and Setting Rule 65(c) Bond requiring Defendants to cease certain operations relating to the driving range for a period of sixty (60) days beginning on January 15, 2026 (and seemingly ending on March 15, 2026). (See 2/13/2026 Order.) The February 13 Order also required Plaintiff to post a Rule 65(c), SCRCP, bond in the amount of seventy-five thousand dollars (\$75,000.00) and was to take immediate effect upon the payment of the bond. (See id.) By March 14, 2026, which was a day before the suspension period (as written within the Order) was to end, Defendants served and filed a Notice of Appeal with the South Carolina Court of Appeals seeking review of the February 13 Order. At that point, no bond had been posted, and the Order was not operative. Defendants served and filed its Notice of Appeal in the abundance of caution.

On March 20, 2026, four days after the day the sixty (60) day period expired, Plaintiff filed a Notice of Posting Injunction Bond. (See 3/20/2025 Notice.) Contemporaneously, Plaintiff also filed a Motion to Modify the February 13 Order pursuant to Rule 62, SCRCP, arguing that the February 13 Order contains a “clerical error” and requested the trial court alter the effective date of the temporary injunction from January 15, 2026, to March 30, 2026. (See 3/20/2025 Motion to Modify.) On March 30, 2026, this Court entered an Amended Order Granting Temporary Injunctive Relief and Setting Rule 65(c) Bond, ordering that the sixty (60) day suspension period now began on March 20, 2026. (See 3/30/2026 Amended Order.)

STANDARD OF REVIEW

While Rule 241(a) of the South Carolina Appellate Court Rules generally provides for an automatic stay of matters decided in the order on appeal, Rule 241(b)(8) provides that orders granting an injunction are not subject to the general rule. In cases subject to an exception, Rule 241(c), SCACR, allows for a party to move for an order imposing a supersedeas of matters decided

in the order on appeal. In determining whether to grant supersedeas pursuant to Rule 241, the court “should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c)(2), SCACR. “The purpose of a supersedeas is to stay proceedings in the trial court, to preserve the status quo pending the determination of the appeal, and to preserve to appellant the fruits of a meritorious appeal where they might otherwise be lost to him.” Graham v. Graham, 301 S.C. 128, 130, 390 S.E.2d 469, 470 (Ct. App. 1990) (quoting 83 C.J.S. Supersedeas § 8 at 896 (1953)). The granting of this relief under the Rule does not affect the validity of the order until the order is reversed or modified by the appellate court. See Rule 241(c)(4), SCACR.

LAW/ANALYSIS

Defendants respectfully request this Court grant its Petition for Supersedeas and stay the March 30 Order until such time as the issues raised by Defendants in their appeal may be resolved to prevent any further wrongful curtailment of Defendants’ business operations.

I. SUPERSEDEAS IS NECESSARY TO PRESERVE THE JURISDICTION OF THE APPEAL AND TO PREVENT A CONTESTED ISSUE FROM BECOMING MOOT.

Defendants submit that supersedeas is necessary to preserve the jurisdiction of the appeal due to the fact that the suspension period would have run its course, and the damage to Defendants would be done, before initial briefing is completed, rendering the appeal moot. Indeed, if the injunction is limited to a 60-day period, the injunction will end before initial briefing with the Court of Appeals is completed.

The South Carolina Court of Appeals was vested with exclusive jurisdiction over the issues presented in Defendants’ Notice of Appeal. See, e.g., Rule 205, SCACR. Specifically, Defendants argue that the temporary injunction should never have been issued and Defendants are being wrongfully subjected to a curtailment of its business operations, leading to significant financial

losses. Plaintiff's conclusory argument that the issue of whether injunctive relief was properly granted remains live misses the point entirely. The issue is greater in scope. Defendants are being subjected to significant financial losses by a procedurally and facially defective Order. If supersedeas is not granted, this case will likely proceed to trial where the issues presented in the appeal may well reach a conclusion one way or the other, negating this Court's jurisdiction before it may issue an opinion.

Likewise, supersedeas is necessary to prevent these hotly contested issues from being rendered moot. Defendants have consistently and vigorously challenged the "low or nominal bond" of \$75,000. If supersedeas is not granted, Defendants' only remedy will be the inadequate "low or nominal bond", and Defendants' appeal over the same will be rendered moot insofar as it would be impossible to go back and have a larger bond issued.

Accordingly, if this Court does not grant supersedeas, Defendants will lose any opportunity to have the bond reviewed by the Court of Appeals on the merits and the damage will have been done, divesting the Court of Appeals of jurisdiction and rendering the contested issues moot.

II. SUPERSEDEAS IS NECESSARY TO MAINTAIN THE STATUS QUO AND PRESERVE THE FRUITS OF A MERITORIOUS APPEAL.

The status quo for nearly sixty years has been for Defendants' driving range to be operational. Even when taking into account the Plaintiff's assertion that the issues with errant golf balls became a substantive issue in March 2021, the status quo for the last five years has been for Defendants' driving range to be operational with the TopTracer upgrades. The time for exigency has come and gone and Plaintiff's long delay in seeking relief indicates that a preliminary injunction is not proper. See Quince Orchard Valley Citizens Ass'n v. Hodel, 872 F.2d 75, 79–80 (4th Cir. 1989) ("Since an application for preliminary injunction is based upon an urgent need for the protection of [a] Plaintiff's rights, a long delay in seeking relief indicates that speedy action is

not required.”). At this juncture, the status quo is for Defendants to continue operating its driving range, and supersedeas is necessary to preserve the fruits of a meritorious appeal that will otherwise be lost. See Graham, 301 S.C. at 130, 390 S.E.2d at 470

Moreover, Plaintiff’s claim that it is currently subjected to a heightened risk of irreparable harm is simply false. The TopTracer data shows that any risk of harm to Plaintiff was greatly reduced well before Plaintiff ever filed suit. Indeed, affidavits presented by Defendants and verified data show that between May and September 2021, there was a total of 8,368 errant golf balls, nearly 55 a day. (See Exhibit 1, ¶ 3 and attached Ball Flight Data.) The uncontested and verified data further shows that errant golf balls were reduced by over 80%, to levels commensurate with the pre-TopTracer levels, by those same months in 2023. (See id.; Exhibit 2, ¶¶ 3-5.) Conversely, Plaintiff has shown no risk of irreparable harm. It is uncontested that no physical injuries have been reported as a result of an impact from an errant golf ball. While an injury may well be a possibility, that has always been the case on Plaintiff’s property. Moreover, Plaintiff has failed to present any evidence of even recent property damage. The only evidence of property damage Plaintiff has produced consists of two repair estimates from June 2024.

The fact of the matter is that Plaintiff cannot show irreparable harm in the absence of the injunction, but Defendants have demonstrated significant and irreparable harm caused to them by the injunction and the opportunity to cure will be lost without supersedeas. Consequently, supersedeas is necessary to preserve the status quo and prevent irreparable harm to Defendants.

III. DEFENDANTS’ PETITION FOR SUPERSEDEAS IS PROPERLY VERIFIED.

Plaintiff is correct in that Rule 241(d)(3), SCACR, does require that petitions for supersedeas be verified by the client. However, Plaintiff appears to misapprehend that requirement.

The requirement that a filing be verified simply means that factual matters contained in the filing are confirmed or substantiated by oath. Searcy v. S.C. Dep’t of Educ., Transp. Div., 303 S.C.

544, 547, 402 S.E.2d 486, 488 (Ct. App. 1991) (quoting S.B. McMaster, Inc. v. Chevrolet Motor Co., 3 F.2d 469, 471 (D.S.C. 1925) (“It is clear that the requirement of a verification under modern codes and statutes . . . means to confirm or substantiate by oath.”)). The filing itself does not necessarily need to contain the verification. The South Carolina Supreme Court has established that a separate affidavit is sufficient to satisfy any requirement that the filing be verified, so long as the attached affidavit meets the specific requirements for verification. See Rockland Indus. v. Interior Designers, Inc., 263 S.C. 338, 341, 210 S.E.2d 468, 469 (1974). While the South Carolina Appellate Court Rules do not set forth any specific requirements for verification, Rule 11 of the Rules of Civil Procedure does.

Affidavits or verifications . . . shall be written statements or declarations by a party or his attorney of record or of a witness, sworn to or affirmed before an officer authorized to administer oaths, that the affiant knows the facts stated to be true of his own knowledge, except as to those matters stated on information and belief and as to those matters that he believes them to be true.

Rule 11(c), SCRPC.

All of the factual allegations proffered by Defendants in its Petition are taken from affidavits either previously filed or attached as exhibits hereto, that contain the affirmations required by Rule 11(c), SCRPC. Accordingly, the facts presented in Defendants’ Petition are properly verified in accordance with Rule 241(d)(3), SCACR, and Plaintiff’s assertions to the contrary lack merit entirely.

IV. THE “LOW OR NOMINAL” \$75,000 BOND IS INADEQUATE AND FAILS TO PROVIDE SUFFICIENT PROTECTION FOR DEFENDANTS.

Indeed, the very purpose of a security bond is to provide “for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained.” Rule 65(c), SCRPC. The South Carolina Supreme Court has held that nominal security bonds do not satisfy Rule 65(c) because they rely on the faulty assumption that

the injunction is improper, instead of providing an amount sufficient to protect the defendant in the event the injunction is ultimately deemed improper. See, e.g., Atwood Agency v. Black, 374 S.C. 68, 646 S.E.2d 882 (2007). Our Court of Appeals has held that the refusal to order a bond is grounds for reversal, even when an injunction requiring that a property owner cease commercial activities, and the owner had already ceased commercial activities, because payment of court and other costs should be considered under Rule 65(c). See AJG Holdings, LLC v. Dunn, 382 S.C. 43, 50, 674 S.E.2d 505, 508 (Ct. App. 2009).

The “low or nominal” bond ordered by this Court fails to provide sufficient protection for Defendants in the event the injunction is ultimately deemed improper and must therefore be increased. The verified information provided to this Court shows that between March 20, 2025, and May 20, 2025, the Range generated a total of \$121,461.00 in revenue. (See **Exhibit 3**, Third Franseen Affidavit, ¶ 7.) Assuming similar figures for the same period in 2026, Defendants stand to lose that same amount during the 60-day injunction imposed by this Court from the Range alone. Indeed, the verified information provided to this Court shows that the driving range has already lost nearly \$10,000 in range fees due to cancellations. (See id. ¶ 5.)

However, the losses from the Range being shut down extend well beyond the range fees alone. The majority of revenue derived from the Range is from food and beverage sales. Between March 20, 2025, and May 20, 2025, food and beverage sales accounted for \$94,075 out of \$121,461 in total revenue from the Range. (See id. ¶ 7.) In an attempt to downplay Defendants’ losses, Plaintiff argues that Defendants will not suffer any decrease in sales because this Court expressly allowed continued food and beverage sales and other non-ball-hitting activities. However, Plaintiff has admitted that the Range operations center around golf and the big draw to the Range is the TopTracer technology. (See Compl. ¶¶ 8-9, 11.) It is axiomatic that food and

beverage sales at the Range disappear with TopTracer shut down.

Defendants are projecting even more significant losses in other areas of their business. With the Range shut down, Defendants anticipate that some golfers may choose to play elsewhere and, to limit this, Defendants are considering lowering the price of a round of golf from \$300 to \$250, a reduction of roughly 16.67%. (See id. ¶¶ 13-14.) Between March 20, 2025, and May 20, 2025, Defendants' golf courses generated a total of \$1,950,262.00 in revenue. (See id. ¶ 12.) Assuming similar figures for this same period in 2026, and even assuming that no golfers cancel based on the Range being closed, the price reduction alone would result in a further loss of \$325,043.67 during the 60-day injunction.

Consequently, the sworn and verified information before this Court demonstrates that Defendants will lose upwards of \$446,504.67 in the first 60 days, in addition to further lost revenue and good will, as evidenced by a reduction in Defendants' online reviews based on the closure of the Range (see id. ¶ 15.) and the fees and costs associated with defending this action.

However, Defendants have serious concerns over whether the injunction would in fact be lifted after 60 days. Despite being entitled as a 60-day injunction, the March 30 Order contains language indicating that it may not be lifted at the expiration of that term. It appears that for the injunction to be lifted, Defendants must submit to this Court a professionally created and verified plan outlining how the Range may be reopened without unreasonable trespass damage or endangerment to Plaintiff and, upon the Court's approval of the plan, the Range may reopen. However, Defendants have not been given any criteria by which any such plan will be judged, other than that the plan must be prepared and attested to by an industry recognized expert. The lifting of the injunction is completely dependent on the Court's subjective review.

Defendants have already reduced errant golf balls by 80%, at a cost of \$413,000. How

much further do Defendants need to go? Defendants have continued to explore and implement additional changes to further reduce the incidence of errant golf balls and has already submitted proposals, all of which has been completely ignored by Plaintiff. As it stands, Defendants face the very real prospect of an injunction that goes on for many months and resultant losses into the millions and, to counter that reality, there is only a “low or nominal bond” of \$75,000. Defendants therefore respectfully request that, if this Court does not grant supersedeas, that it amend the bond to an amount sufficient to provide Defendants at least some reasonable level of protection.

CONCLUSION

Accordingly, for the reasons stated herein and in Defendants’ previous filings on the same objections, Defendants respectfully request this Court grant its Petition for Supersedeas and stay the March 30 Order until such time as the issues raised by Defendants in their appeal may be resolved to prevent any further wrongful curtailment of Defendants’ business operations.

Respectfully submitted,
COLLINS & LACY, P.C.

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ATTORNEYS FOR DEFENDANTS

April 9, 2026
Columbia, South Carolina

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

Queens Grant Regime, II, Inc., Horizontal)
Property Regime,)
)
)
Plaintiff)
)
vs.)
)
Greenwood Resorts and Communities, Inc.,)
d/b/a Palmetto Dunes Resort and Callaway)
Brands, Inc., d/b/a Top Tracer Golf,)
)
)
Defendants.)
)
_____)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

Civil Action No.: 2024-CP-07-00156

**SECOND
AFFIDAVIT OF ALEX FRANSEEN**

PERSONALLY APPEARED BEFORE ME, the undersigned, Paul A Franseen, who after being duly sworn, deposes and says:

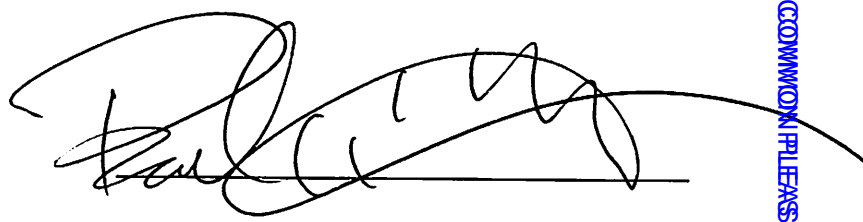
1. I am over the age of eighteen (18) and reside at 17 Newhall Road, Hilton Head Island, South Carolina 29928. The statements below are based on my own personal knowledge.
2. I am an employee of The Robert Trent Jones Golf Course and serve as the General Manager.
3. Based on my personal knowledge and experience at the Golf Course, and proficiency with the Toptracer Software, I certify as true and accurate, the "Toptracer Ball Flight Data" attached hereto as Exhibit A.
4. Reduction of balls over the net is attributed to multiple remedial measures undertaken by the Range in installing higher netting (\$373,000 October 2021), replacing hitting mats with tee-less mats (\$12,681 May 2022), and replacing range balls with flight restricted golf balls (\$28,000 March 2023).

5. I am personally unaware of any instances of injury to people or pets in Queens Grant Regime II as a result errant golf balls. This includes the time period from June 18, 2025 (the date of the last hearing before the Court) and presently. I am only aware of instances of alleged property damage.
6. Based on my personal knowledge and experience at the Golf Course, and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information, as outlined below.
7. Thus far this year, the Range has generated \$164,000 in range fees and range balls and food and beverage sales at the range have totaled \$195,325.
8. The Golf Course averages around 5,032 rounds of golf played a month and has generated \$3,047,000 in revenue year to date. If the range were to be ordered to close, food and beverage sales would dramatically suffer, and a significant number of golfers would elect not to play the course due to lack of access to the driving range.
9. Additionally, closure of the range would result in seven (7) full-time equivalent employees would lose approximately \$60,000 in quarterly commissions.
10. The Golf Course and Range would suffer additional loss and damage due to; the already paid for cost of advertising for a facility that is now closed, expenses for the increased call center call volume as a result of inquires and complaints about the Range being closed, the impact of negative google and golf course reviews due to golfers not having access to the Range, as well as the cost associated with updating the website and booking platform.
11. Exhibit B includes two materials: (1) a survey of the Driving Range, clearly demonstrating its legal boundaries in relation to Queens Grant Regime II; and (2) the

legal borders of the driving range superimposed upon a satellite image. As general manager, I can attest to the legitimacy of the plat and it being a record kept in the ordinary course of business, as well as my role in commissioning the creation of the satellite image with the superimposed boundary lines following Plaintiff's initiation of the present case.

12. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. 10

FURTHER, YOUR AFFIANT SAYETH NAUGHT.



SWORN TO AND SUBSCRIBED BEFORE ME

THIS 19 DAY OF 2025 June
Abbey Hightower

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 21, 2029

ABBHEY HIGHTOWER
Notary Public-State of South Carolina
My Commission Expires
March 21, 2029

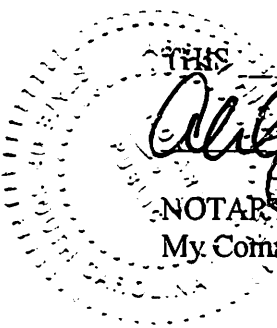


EXHIBIT A

EXHIBIT A
BALL FLIGHT DATA

BALLS OVER THE NET						
Count of Shot ID	Column Labels					Total Over Net
Row Labels	2021	2022	2023	2024	2025	Net
Jan		291	264	44	75	674
Feb		399	217	114	96	826
Mar	389	684	174	254	228	1729
Apr	1182	1042	365	279	283	3151
May	1688	650	366	338	364	3406
Jun	1869	618	352	483	188	3510
Jul	2096	775	389	451		3711
Aug	1460	689	213	338		2700
Sep	1255	721	197	231		2404
Oct	578	500	200	255		1533
Nov	771	427	156	160		1514
Dec	397	403	119	173		1092
Total Over Net	11685	7199	3012	3120	1234	26250
Total Balls Hit	1603809	2175624	2232169	2130588	1032807	
% Over	0.73%	0.33%	0.13%	0.15%	0.12%	

Replaced left side netting	\$373,000
New/tee-less range mats	\$12,681
Limited Flight Balls	\$28,000
Shut down Long Drive and Driving Challenge	

EXHIBIT B



HELICOPTRICALLY FILED - 2025 APR 10 12:33 PM - BEAUFORT - COMMON PLEAS - CASE#2024CF07001335

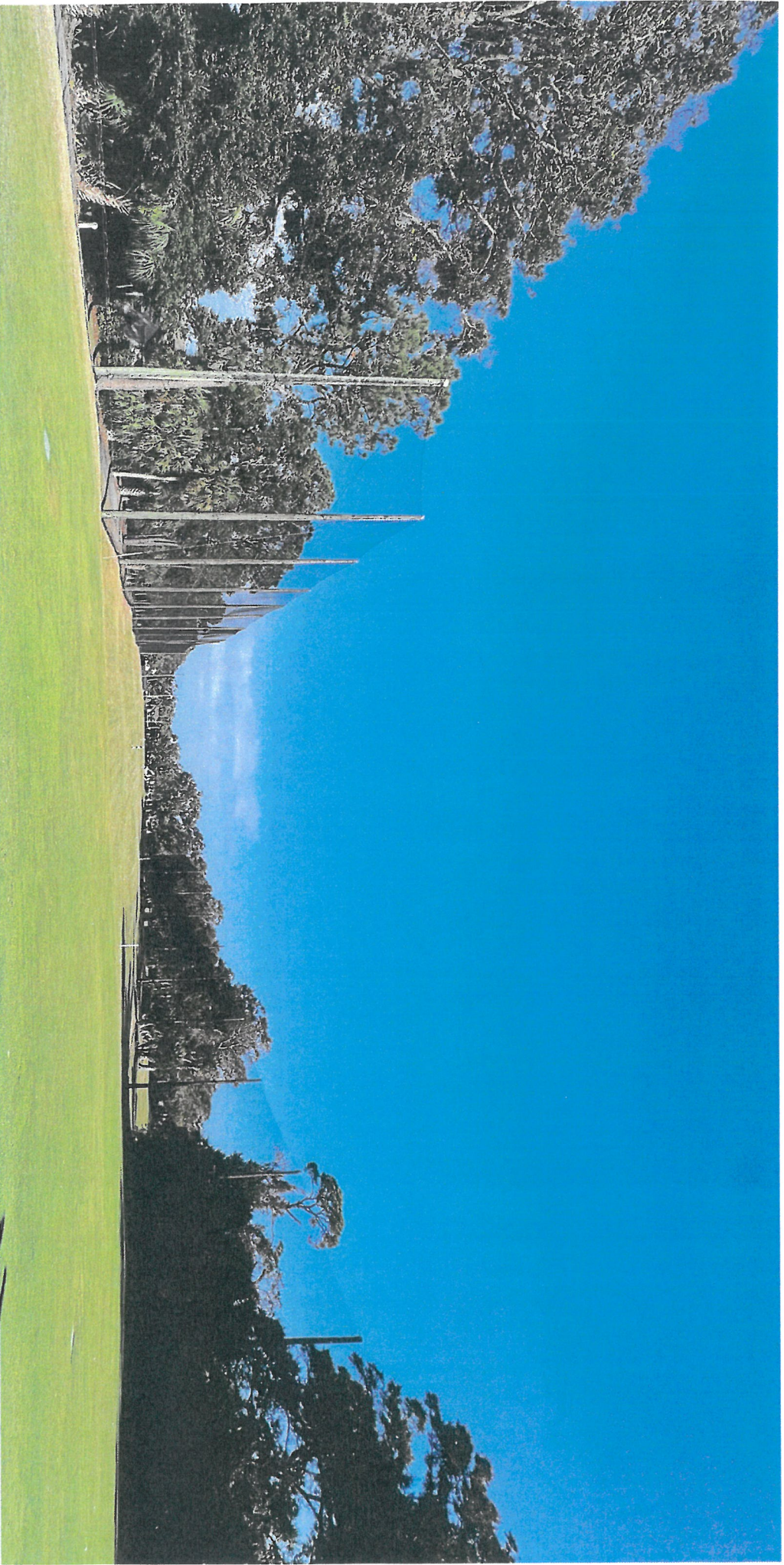


EXHIBIT 2

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	FOURTEENTH JUDICIAL CIRCUIT
)	
Queens Grant Regime, II, Inc., Horizontal Property Regime,)	Civil Action No.: 2024-CP-07-00156
)	
Plaintiff)	
)	AFFIDAVIT OF BRAD STEVEN MARRA
vs.)	
)	
Greenwood Resorts and Communities, Inc., d/b/a Palmetto Dunes Resort and Callaway Brands, Inc., d/b/a Top Tracer Golf,)	
)	
Defendants.)	
)	

PERSONALLY APPEARED BEFORE ME, the undersigned, Brad Marra, who after being duly sworn, deposes and says:

1. I am over the age of eighteen (18) and am a resident of Berkley County, South Carolina. The statements below are based on my own personal knowledge.
2. I am an employee of Palmetto Dunes Resort, operator of the subject driving range "Range" and golf courses, and serve as its Vice President.
3. Based on my personal knowledge and experience and proficiency with the Toptracer software, I certify as true and accurate, the "Toptracer Ball Flight Data" attached hereto as **Exhibit "A"**.
4. Based on my personal knowledge and experience, I further attest that it is my belief that the current level of balls exiting the Range is comparable to the level that existed prior to the implementation of Toptracer at the Range.
5. My belief in the return to the original level is attributed to the multiple remedial measures undertaken at the Range in installing higher netting (\$373,000 October

2021), replacing hitting mats with tee-less mats (\$12,681 May 2022), and replacing range-balls with flight restricted golf balls (\$28,000 March 2023). These measures have had a dramatic impact on limiting the number of balls exiting the Range.

6. I am personally unaware of any instances of injury to people or pets in Queens Grant as a result errant golf balls.
7. Based on my personal knowledge and experience and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information attached hereto as **Exhibit "B"**.
8. Thus far this year, the Range has generated \$163,032 in range fees and range balls, and food and beverage sales at the range have totaled \$130,306.
9. Palmetto Dunes Resort's golf courses averages around 4,000 rounds of golf played a month with 5,300 rounds in May and has generated \$2,617,809 in revenue year to date. If the Range were to be ordered to close, food and beverage sales would dramatically suffer, and a significant number of golfers would elect not to play the course due to lack of access to the driving range.
10. Additionally, closure of the Range would result in the loss of seven (7) full-time equivalent employees, and three (3) full-time teaching professions would lose approximately \$86,000 in quarterly commissions.
11. Palmetto Dunes Resort's golf courses and Range would suffer additional loss and damage due to: the already-paid for cost of advertising for a facility that is now closed, expenses for the increased call center call volume as a result of inquiries and complaints about the Range being closed, the impact of negative Google and golf

11. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. u
FURTHER, YOUR AFFIANT SAYETH NAUGHT.



Brad Steven Marra

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 6/14 DAY OF 2024.



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/21/2029

ABBEY HIGHTOWER
Notary Public-State of South Carolina
My Commission Expires
March 21, 2029

EXHIBIT A
Ball Flight Data

	2021		2022		2023		2024		Total
		'21 Average Per Day	'22 Average Per Day	'22 Average Per Day	'23 Average Per Day	'23 Average Per Day	'24 Average Per Day	'24 Average Per Day	
Jan			291		264	9	44	2	599
Feb			399		217	8	114	4	730
Mar	389	13	684		174	6	254	8	1501
Apr	1182	40	1042		365	12	279	9	2868
May	1688	56	650	21	366	12	338	11	3042
Jun	1869	63	618	21	352	12			2839
Jul	2096	68	775	25	389	13			3260
Aug	1460	47	689	22	213	7			2362
Sep	1255	42	721	24	197	7			2173
Oct	578		500	16	200	6			1278
Nov	771		427	14	156	5			1354
Dec	397		403	13	119	4			919
Total	11685		7199		3012		1029		22925
Total Over									
Total Hit	16038		21756		223216		938018		69496
Hit	09		24		9				20
% Over	0.73%		0.33%		0.13%		0.11%		0.33%
Replaced left side netting				\$373,000					
New/tee-less range mats				\$12,681					
Limited flight balls				\$28,000					

EXHIBIT B**Financial and Operational Data****Palmetto Dunes Golf Course and Driving Range Financial Data****January 2024- May 2024**

Potential Loss if Range is Closed

	<u>Revenue</u>
<u>Golf Course Green Fees</u>	
Robert Trent Jones Course	\$2,617,809
Fazio Course	\$1,324,973
Potential Loss to RTJ Course	\$1,292,836
<u>Range Fees and Golf Ball Sales</u>	\$292,228
<u>Golf Lessons</u>	\$86,874
<u>Food and Beverage Sales</u>	\$130,306
Total Range Losses If Closed	\$380,212
<u>Total Loss From Range and Potential Loss Due To Decreased Play On Course</u>	\$1,673,048

Exhibit C

“Rounds Played Summary” Analyzing COVID Golf Boom

Attached as Separate Document

EXHIBIT 3

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
 Queens Grant Regime, II, Inc., Horizontal)
 Property Regime,)
)
 Plaintiff,)
)
 v.)
)
 Greenwood Resorts and Communities, Inc.,)
 d/b/a Palmetto Dunes Resort and Callaway)
 Brands, Inc., d/b/a Top Tracer Golf,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOURTEENTH JUDICIAL CIRCUIT
 Civil Action No.: 2024-CP-07-00156

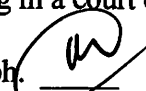
**THIRD AFFIDAVIT OF
 PAUL "ALEX" FRANSEEN**

PERSONALLY APPEARED BEFORE ME, the undersigned, Paul "Alex" Franseen, who after being duly sworn, deposes and says:


1. I am over the age of eighteen (18) and am a resident of Beaufort County, South Carolina. The statements below are based on my own personal knowledge.
2. I am an employee of Palmetto Dunes Resort, operator of the subject driving range ("Range") and the Robert Trent Jones golf course and serve as its General Manager.
3. Based on my personal knowledge, experience, and proficiency with our accounting systems, I certify the truth and accuracy of the financial and operational information included in this affidavit.
4. The Range closed at 10:00am, EST on March 30, 2026.
5. The closure of the Range resulted in the cancellation of 244 reservations, expected to generate \$9,948.00 in revenue from range fees between March 30, 2026, and April 12, 2026. This does not account for losses in range fees and range balls that would have been realized from customers that did not make a reservation, nor does it account for losses in food and beverage sales.

6. Palmetto Dunes' losses due to the closing of the Range will increase significantly in the busier spring and summer months.
7. Between March 20, 2025, and May 20, 2025, the Range generated a total of \$121,461.00 in revenue, including \$27,386.00 in range fees and range balls and \$94,075.00 in food and beverage sales. As a result, we anticipate losses in excess of \$120,000 in revenue from the Range in 2026 for the same time period, which encompasses the initial sixty (60) day injunction period.
8. Even if the injunction is lifted prior to the expiration of the initial sixty (60) day injunction period, the projected losses are significant.
9. Between April 6, 2025, and April 20, 2025, the period of time encompassing the Masters Tournament, the RBC Heritage Tournament, and Easter, a period of time when Palmetto Dunes has historically experienced an increase in business, the Range generated a total of \$47,251.00 in revenue, including \$9,251.00 in range fees and range balls and \$38,000.00 in food and beverage sales, which is nearly 60% greater in those fifteen (15) days than the daily average between March 20, 2025, and May 20, 2025.
10. This year, the Masters Tournament is being held from Monday, April 6, 2026, through Sunday, April 12, 2026, and the RBC Heritage Tournament will be held from Monday, April 13, 2026, through Sunday, April 19, 2026. Under the current injunction, the Range will be closed during this time period, resulting in significant losses.
11. We project that Palmetto Dunes will suffer even more significant losses in other areas as well.
12. In 2025, our golf courses realized \$1,950,262.00 in revenue from fees between March 20, 2025, and May 20, 2025, including \$514,486.00 between April 6, 2025, and April 20, 2025.
13. With the Range shut down, we anticipate that some golfers will not play at Palmetto Dunes,

choosing instead to play at a course with an operational driving range.

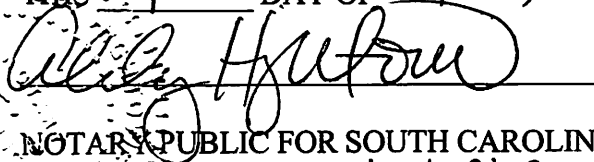
- 14. In response to the closure of the Range, we are considering options to limit the number of cancelations of rounds of golf, including lowering the price from \$300 a round to \$250, a reduction of roughly 16.67%. Even when assuming no golfers cancel based on the Range being closed, that price reduction alone would result in a loss of at least \$325,043.67 between March 20, 2026, and May 20, 2026, based on the 2025 revenue.
- 15. During March 20 – May 20, 2025, the Range maintained a 5.0-star rating across 66 online customer reviews. In 2026, for the same period to date, the Range has so far averaged a 4.2-star rating across 6 customer reviews. The 0.8 decrease is significant and, based on the reviews, was caused directly by the closure of the Range. Maintaining a high online rating is imperative for our business and we expect this decrease will result in additional lost revenue for many months to come.
- 16. I execute this Affidavit with the full knowledge and intent that this is a sworn statement as if testifying in a court of law. As confirmation of this acknowledgement, I have initialized this paragraph. 

FURTHER, YOUR AFFIANT SAYETH NAUGHT.

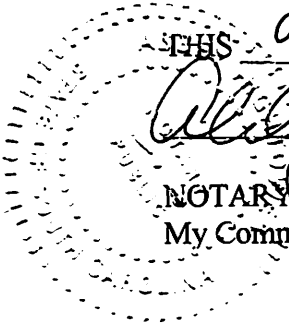


SWORN TO AND SUBSCRIBED BEFORE ME

THIS 9 DAY OF April, 2026



NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: March 21, 2029



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