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**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

The Honorable Thomas W. McGee III, Circuit Court Judge

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Appellate Case No. 2025-001912  
Civil Action No. 2024-CP-32-03591

Limitless International Corp., .....Respondent,

v.

RECO Commercial Systems, LLC f/k/a RECO USA and Dunbar Road, LLC, ..... Appellants.

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RECORD ON APPEAL – VOLUME II

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1 based on the records that we have.

2 THE COURT: Right.

3 MR. DEBOY: So that was in June of 2019. October 1st of  
4 2019, the Plaintiff's CEO asked for it to be put on hold.

5 THE COURT: Right.

6 MR. DEBOY: Now December 8th of 2020, in the email that's  
7 attached ---

8 THE COURT: Yep.

9 MR. DEBOY: --- Plaintiff's CEO asked for the order to be  
10 canceled.

11 THE COURT: Right.

12 MR. DEBOY: If you look at November 1 of 2020, so almost a  
13 year later ---

14 THE COURT: Right.

15 MR. DEBOY: --- our company, our business entity is  
16 created. We have no clue what happened. That's between the  
17 two parties and ostensibly, the party that was already  
18 released where this breach of contract happened. If a breach  
19 happened, it was between Plaintiff and the other party that's  
20 already been let out.

21 THE COURT: Well if the purchasing entity though, I  
22 thought Mr. Hancock told me that the purchasing entity  
23 purchased all orders, inventory, assets, all that kind of  
24 stuff. So I mean your folks would have gotten the benefit of  
25 that fund. The fact of the matter is unless -- the way I'm

1 looking at this, and again, if y'all will correct me because  
2 you know way more about this case than I do. Unless there is  
3 some provision that says once you pay that down payment, you  
4 don't get any of it back or you only get a percentage back,  
5 then he's entitled to get that back from whoever he ordered it  
6 with. And if your folks bought the assets and liabilities of  
7 that company, then they got to pay it back. I mean ---

8 MR. DEBOYS: What we did was we, December 29th of 2020,  
9 well December 6th is when our bank accounts were created. So  
10 we've got, we have no banking information prior to that point.  
11 December 29 of 21 is when we had a limited asset purchase  
12 agreement. So we agreed to only purchase a limited amount of  
13 assets. And we do not have what I believe, we do not have any  
14 records that we know about, that are related to this  
15 transaction with where these funds were.

16 If these funds were related beforehand, this had nothing  
17 to do with my client and I think as we've stated in the  
18 Affidavit, those, we don't have access to the previous  
19 company's bank records. We only purchased, which is extremely  
20 common in whether complex business transactions, where it is a  
21 merger acquisition. Whether you're buying certain pieces to  
22 sell them off. You're only, they are only bought certain  
23 limited assets. Now among those assets, it had nothing to do  
24 with this.

25 THE COURT: How do you know?

1 MR. DEBOY: How do I know? Based on the conversations  
2 with my client ---

3 THE COURT: Where's the, where's the, where's the, where's  
4 the document that says what assets they're buying and what  
5 assets they're not buying? Again, what, what I'm hearing is  
6 from one side is I cut a check or checks that total 94,144.37.  
7 A deposit for a machine or for a widget. It was on hold. I  
8 canceled the order.

9 There's nothing preventing me from getting my deposit  
10 back. I want the deposit back. And then what I'm hearing is  
11 my folks bought that company but not, not this liability. Not  
12 this amount, and so I need to see, because somebody's got to  
13 show me something that it was excluded or, or, or not.

14 MR. DEBOY: Yes Your Honor. And we didn't -- we created  
15 RECO Commercial Systems LLC, we created a wholly separate  
16 entity. We did not take over the company.

17 THE COURT: Right.

18 MR. DEBOY: We have different ownership. It's just a  
19 similar name to RECO USA to make things a little bit easier on  
20 the customers.

21 THE COURT: What happened to, what happened to the company  
22 that, that took the order? That negotiated the \$94,000 in  
23 fund. What happened, what was the name of that company?

24 MR. HANCOCK: Your Honor ---

25 MR. DEBOY: That was American Investors LLC which was

1 doing business as RECO USA. And they have since been let out  
2 of the, let out of the lawsuit.

3 MR. HANCOCK: If, if I ---

4 THE COURT: And so, what, what happened, RECO Commercial  
5 Systems, your client Mr. DeBoy, they bought what?

6 MR. DEBOY: They bought a limited amount of assets. Now  
7 an exact, is that what, Your Honor are you asking like for an  
8 exact detailed list of what was purchased?

9 THE COURT: Right.

10 MR. DEBOY: No that, I'm sorry Your Honor. That's what  
11 I'm asking. Is that what you were asking me for?

12 THE COURT: Well yeah. I mean, somebody, I mean, again  
13 it, it wouldn't surprise me if there, if, if in some agreement,  
14 whether the 2012 agreement or somewhere, that it said if you  
15 put down a deposit and you cancel it somewhere, you don't get  
16 it back. If there's not, if there's not language stating that,  
17 and he's entitled to it to be returned, somebody's got to  
18 account for where that went. And you say my folks, my folks  
19 bought certain assets and liabilities but not that one.

20 I mean, I -- you see what I'm saying? I mean, I've got  
21 to, we've got to figure out where it is. If your client's got  
22 it, then they owe it. If they didn't, and it's excluded then  
23 that's a different story.

24 But I mean, just because your client told you that they  
25 didn't, that they don't owe this money. I mean I'd be

1 surprised if they said otherwise. I mean, but I'm, I've got to  
2 see some evidence that shows where this, where these funds  
3 went. They were cashed at some point. Where are they?

4 MR. DEBOY: Absolutely Your Honor. And that's one thing  
5 that I would like to try to be able to figure out is, we've got  
6 the checks, but I don't know where the checks went to. I don't  
7 know if Mr. Cole knows that. But yeah I would -- I a hundred  
8 percent agree with you. It would make sense to try to figure  
9 out where it was, but we don't, right now, to the best of our  
10 knowledge, we don't have the records that show. That was the  
11 previous company of where, where this ---

12 THE COURT: No I understand but if y'all bought it, you've  
13 got -- I mean, and again, I was not, I was not an MNA lawyer,  
14 but I mean I worked on lots of cases to try to figure out when  
15 somebody you know, when somebody was disputing what happened.  
16 I mean if, in a buy sell agreement, there ought to be something  
17 that says we agree to purchase all assets disclosed on schedule  
18 A and all liabilities on schedule B. And unless it's on there,  
19 we got nothing to do with it and the, the, the company that  
20 owns it right now continues to own it. But I mean I, you know,  
21 to say I asked my client and he said we don't know, we don't  
22 know what happened to it and we don't owe it. I mean that,  
23 there's got to be something more than that. I mean there's got  
24 to be some buy sell out there that identifies exactly what they  
25 bought and exactly what they didn't. Is that ---

1 MR. DEBOY: Exactly.

2 THE COURT: --- been produced or found or ---

3 MR. DEBOY: As of right now, no Your Honor. But no,  
4 that's, I completely agree there's got to be something that  
5 says you know we bought this row of shelves but not that row of  
6 shelves. If that ---

7 THE COURT: Right.

8 MR. DEBOY: So no.

9 THE COURT: Mr. Hancock, I mean, you know, as far as  
10 Summary Judgement goes, if you've got, if you've got a trail or  
11 connect the dots and, and, and shows this that they've, that  
12 they took over this asset and they owe it to you, I think it's  
13 right for Summary Judgement. But I'm trying to figure out if,  
14 if it's been found yet, what happened to that asset. Whether  
15 it was one of the ones that was purchased by, by Mr. DeBoy's  
16 client or whether it was one that was excluded in the buy sell.  
17 I mean do you, do we know this yet or no?

18 MR. HANCOCK: What, if I may Your Honor, so there, there  
19 was, there was a few things that I wanted to say. So you know  
20 ---

21 THE COURT: Sure.

22 MR. HANCOCK: --- the email that says it's canceled. It  
23 would later suggest in the follow up email, now, now it wasn't  
24 Mr. DeBoy, it was the previous counsel before him you know,  
25 submitted ---

1 THE COURT: Right.

2 MR. HANCOCK: --- the one email that says cancel and  
3 threatened to file sanctions against me. But didn't submit the  
4 second email that shows that the order was never canceled. And  
5 then you have the Affidavit by my client saying that it wasn't  
6 canceled. All we have is this asset purchase agreement.

7 Now, Mr., Mr., the client, the CEO, Newbauer, he tried to  
8 send over something that said you know, we purchased no  
9 liabilities. But that, that -- and, and it was, it was just a  
10 little portion of the agreement. Later on we went and got this  
11 full agreement, and then you read the full agreement, if you,  
12 if you were to read it, and it's been provided to Your Honor.  
13 I mean it's ---

14 THE COURT: Yeah I've got it right in front of me.

15 MR. HANCOCK: Yeah and it specifically says that they're,  
16 they're purchasing all sales orders ---

17 THE COURT: All sales, sale orders, customer orders, open  
18 bids, warranties, prepaid expenses, deposits, retentions and  
19 refunds.

20 MR. HANCOCK: That's right Your Honor. And then, and then  
21 after they purchased it, you know, they sent out a press  
22 release to my client saying you know we're excited to continue  
23 on with our employees and our customers. And they continued to  
24 email my client with RECO USA emails. They're saying that  
25 they're two separate people, but they continued this business.

1 You know, they, they didn't, they didn't continue to talk about  
2 this specific sales order. But they continued to use the same  
3 employees to email my client with the same, with the same email  
4 addresses as, as the old company. I mean there was no, there  
5 was no, hey you know who are you? You know it was, they, they  
6 ---

7 THE COURT: Right, right.

8 MR. HANCOCK: --- knew that there was a business  
9 relationship there. Now I, Mr. John Tamasitis, and, and I  
10 can't remember what law firm he's at, but he represented the  
11 two guys who sold that company. And we did settle with them  
12 for \$50,000 and that's a set off to, to Mr. DeBoy's client.  
13 And the reason is ---

14 THE COURT: Right.

15 MR. HANCOCK: --- they both, they both sold the company, I  
16 imagine, for millions of dollars. I can't remember what the,  
17 what the purchase price is. I'm sure it's probably in there.  
18 But they're up in Virginia. They don't want to deal with this  
19 thing.

20 THE COURT: Yeah.

21 MR. HANCOCK: They don't want to come down here for  
22 depositions and all that. And frankly, I got to advise my  
23 client you take that right now and then we'll go after the  
24 party who I think is actually liable for, for this debt.

25 THE COURT: Right.

1 MR. HANCOCK: And Mr. Tamasitis tells me, when I talked to  
2 him on the phone. I was, I was, I was actually out in the  
3 turkey woods when he called me. And I, I, I wish I didn't quit  
4 my hunt, but I did and I took it. And he told me that, that,  
5 that, that his guys say that they paid it for, for engineering  
6 costs and to prepare the order and to their employees. So that  
7 is an asset. That is, that is, that is a benefit to the  
8 company that was sold. And that order was still open so that's  
9 what I'm saying. I mean, I don't think they're going to find  
10 the money. You know, it's not that we're looking ---

11 THE COURT: Right.

12 MR. HANCOCK: --- we're looking for a specific ---

13 THE COURT: And I didn't, I just didn't, I didn't know how  
14 granular the buy sell was. But, but looking back, if there's  
15 not a schedule that shows certain account numbers or anything  
16 like that, Mr. DeBoy, if the asset purchase agreement says  
17 that, that they specifically are purchasing all sale orders and  
18 deposits, retentions and refunds, how is that not, how does  
19 that not include the, I guess 44,000 and change remaining that  
20 I guess you, you, after the set off?

21 MR. DEBOY: Well Your Honor as far as the refunds go,  
22 we've never seen the contract. Unless I'm, unless, Cole,  
23 unless I'm missing something. And Cole knows Your Honor very  
24 well that I'm like the third attorney in our firm to handle  
25 this. So I'm trying to, I'm trying to pick this up on the back

1 as best I can. And I'm certainly not trying to drag feet  
2 anywhere. But unless there was something that -- if there is  
3 something out there that says you know we owe them a refund or  
4 they were owed a refund or, I have not seen anything to date.  
5 To my knowledge, the ---

6 MR. HANCOCK: Well they didn't owe a refund until they  
7 terminated the business relationship. At that point, that's  
8 when the money became due. The sales order was pending up  
9 until the date that they canceled the business relationship and  
10 terminated the sales order in 2024.

11 MR. DEBOY: Okay. So why, was, so the contract, so your  
12 CEO did not cancel the contract? I'm asking, I'm asking the  
13 question, I'm not trying to be like picky.

14 MR. HANCOCK: No he didn't cancel the contract. And  
15 that's why, you know, like I said, I'm not going to name him  
16 but the attorney, one of the attorney's before you threatened  
17 to file sanctions based off of that email.

18 MR. DEBOY: Got it.

19 MR. HANCOCK: Well then I provided him the follow up email  
20 that was sent in, in a, in that chain that says -- the only  
21 reason, what happened was is your client sent an email saying  
22 here's invoices. And my client said what are these invoices?  
23 You know wait a minute. Now cancel the contract and refund me.  
24 And then they got on the phone, and they said the invoices are  
25 disregarded I'm sorry. It was a mistake. And then my client

1 said I'll let you know if I hear something about the client on  
2 the order. But then you, but you, you put that, you put that,  
3 that's part of that email that's in your Affidavit. Then ---

4 MR. DEBOY: Okay.

5 MR. HANCOCK: And then ---

6 THE COURT: Right well let me, let me ask, let me ask  
7 this, because y'all are getting past my, my understanding of,  
8 of, of somethings. I'm looking at the William Newbauer  
9 Affidavit.

10 MR. DEBOY: Yes sir.

11 THE COURT: And, and in paragraph seven he says after RECO  
12 two, number two, acquired the business assets of RECO number  
13 one, Limitless claimed their 94,000 and change deposit with  
14 RECO one was held in trust and never returned. And so again,  
15 I'm trying to figure out if the asset purchase agreement  
16 specifically includes the purchase of deposits. What evidence  
17 is there that your client Mr. DeBoy doesn't owe the balance  
18 after the set off? If it, if it's essentially admitting they  
19 purchased the deposits?

20 MR. DEBOY: I'm sorry Your Honor. What's, are you talking  
21 about the document that I submitted yesterday? Or a previous  
22 Affidavit?

23 THE COURT: Let me, let me see which one it is. It is ---

24 MR. HANCOCK: It, it's not the one from yesterday.

25 THE COURT: It's April, April 4, April 14th.

1 MR. DEBOY: Okay.

2 THE COURT: And so, it, it, this, this guy Newbauer says  
3 after RECO number two acquired the business assets of RECO  
4 number one, Limitless claimed their 94,144.37 deposit with RECO  
5 one was held in trust and never returned. And then he goes on  
6 to say well I, I'm not aware of this essentially line item. Or  
7 where these specific funds were or are which doesn't mean  
8 anything to me. Because if the APA says that your client was  
9 purchasing the deposits of RECO number one and this was a  
10 deposit, then it purchased this deposit and owes it back after  
11 the \$50,000 set off to Mr. Hancock's client. Unless you can  
12 tell me why this deposit wouldn't be included in the APA.

13 MR. DEBOY: Your Honor I don't believe those are included  
14 in the asset purchase agreement.

15 THE COURT: What isn't?

16 MR. DEBOY: The, the deposits, the deposit portion of that.

17 THE COURT: The deposit portion, any deposits? Or just  
18 this one? Because ---

19 MR. DEBOY: No I'm not saying ---

20 THE COURT: --- because on page 2 of the Plaintiff's  
21 Memorandum in Support of Motion for Summary Judgment, on page  
22 2, it, it, it quotes or reprints paragraph 1.1 of the APA which  
23 is exhibit D to the Memo, purchase and purchase and sale of  
24 purchased assets. And then it says that all of the seller's  
25 assets and property of every kind, other than the excluded

1 assets, including without limitation the following, and then it  
2 goes A through I. And ---

3 MR. DEBOY: Yes Your Honor.

4 THE COURT: --- and such sub I says all sale orders they  
5 purchase, all customer orders have been purchased. All open  
6 bids have been purchased. All warranties have been purchased.  
7 Prepaid expenses have been purchased. Deposits have been  
8 purchased. Retentions and refunds have been purchased. And so  
9 I'm trying to figure out what evidence is there that this  
10 deposit was not purchased because the APA appears to say that,  
11 that all deposits were purchased. Or if I'm reading that wrong  
12 or if I'm off base, tell me.

13 MR. DEBOY: Well Your Honor I think it would be helpful if  
14 we could get a, like you were talking about earlier, if we  
15 could get a itemized list of what was purchased. Because ---

16 THE COURT: Well I thought ---

17 MR. DEBOY: --- to my knowledge ---

18 THE COURT: --- a citation to it. But essentially this  
19 one looks to, to have almost been kind of an opt out instead of  
20 you know list. It says, because the, the paragraph that I just  
21 cited, 1.1 of the APA says all sellers assets and properties of  
22 every kind other than the excluded assets. So it sounds like  
23 that there's probably, instead of a list of assets that they're  
24 purchasing. It sounds like there's a list of excluded items  
25 that, that was, that was prepared.

1           And I haven't seen that but if, if this deposit or certain  
2 deposits are on that certain list of excluded assets, that's  
3 another story. But I'm trying to simply this and y'all tell  
4 me, or you tell me if I'm, if I'm looking at it wrong. If your  
5 client purchased this asset from RECO one, then they owe that  
6 deposit back unless it's excluded. And if you've got evidence  
7 of that, I'm happy to look at it and ---

8           MR. HANCOCK: And Your Honor ---

9           THE COURT: But I don't know this case as well as y'all  
10 do.

11          MR. HANCOCK: Your Honor I've, I've, I asked for  
12 discovery. We've already been through a Motion to Compel.  
13 They tell me that they provided us everything. I mean I, I  
14 keep spinning my wheels here. My, my client's, you know, he's  
15 paying me, but he, he sure doesn't want to, you know. Nobody  
16 does.

17          And, and, and so, you know, this, this, this could get,  
18 you know, drug out if they've got a reason. If they got a  
19 reason, if they, if they've got something you know to file a  
20 Motion to, for Reconsideration on down the road because  
21 something comes out, then so be it. But they, they've already  
22 been you know, they've already had the opportunity to provide  
23 something that shows that this doesn't exist. So, so telling  
24 them to go back now would just pretty much be ---

25          THE COURT: No, well I mean, it may, it may be in, I mean

1 again, I've looked over these, all the submissions, the Motion  
2 and all these Affidavits with all these exhibits. It may be in  
3 what's before me. I just don't know.

4 MR. DEBOY: Yes Your Honor I believe it's in ---

5 THE COURT: Y'all know the, y'all know the case better  
6 than I do. And if y'all, you know, look, if y'all want me to,  
7 to allow, you know, give you seven days or till the end of the  
8 week or something like that for y'all to look through and  
9 supplement the record. But the way that I'm, that I've  
10 sketched this out, at least when I reviewed the stuff  
11 yesterday, and what I'm looking at here is, this is not a the  
12 following assets are being purchased. The building at 123 Main  
13 Street.

14 This is we're buying everything except what's on the list  
15 of exclusions and that's to include but is not limited to sub-I  
16 that says includes deposits. This is a deposit, as recognized  
17 in the Affidavit by Mr. Newbauer. And so again, if Mr. DeBoy  
18 has something, and I'll, again I'll be glad to give you till  
19 the end of the week or, or however much time you need, what's  
20 in the record to show me. But otherwise, I'm not sure that  
21 there's any evidence that I've been shown that this deposit is  
22 excluded from that Asset Purchase Agreement.

23 MR. DEBOY: Well Your Honor and I ---

24 THE COURT: (indiscernible) corrected.

25 MR. DEBOY: Your Honor it would be helpful if we could go

1 through, I believe the answer is in, is in the Asset Purchase  
2 Agreement. And obviously, I apologize for not being able to  
3 find it right now. But one question that I do have is if my  
4 client did not take over the bank accounts, and we started  
5 brand new banking accounts, and we don't have access to those,  
6 then how does that, how does that impede on my client from  
7 taking those over?

8 THE COURT: Well it paid for, it paid for that. I mean it  
9 paid for all sale orders, all customer orders. I mean it, it  
10 may or may not say anything about the bank accounts. But I  
11 mean, if it doesn't, to me that doesn't, just because it  
12 doesn't say the account ending 1234 that contains this amount.  
13 I mean I don't think it's got to show that.

14 Maybe they got a discount on the, on the payment price  
15 because they didn't take over the accounts. I have no idea.  
16 Again, all I'm looking at is, is that it says that it purchased  
17 the deposits. This is a deposit.

18 And unless there is a no refund for deposits or you can  
19 show me something that excludes or deposits like it from the  
20 Asset Purchase Agreement, I'm not sure what evidence there is  
21 that your client doesn't owe the remaining amount after set  
22 off. And again, I'm not trying to put you on the spot. If you  
23 want some time to look through it, I mean there may be a  
24 complete answer to it. I just haven't found it. And so if you  
25 want ---

1 MR. DEBOY: Yes Your Honor.

2 THE COURT: --- to me that's fine but that's kind of where  
3 I'm coming from at this point.

4 MR. DEBOY: Yes Your Honor. No I'd appreciate that, and I  
5 could have at least until next Wednesday to give you that  
6 answer.

7 THE COURT: All right.

8 MR. DEBOY: Is that okay Cole?

9 MR. HANCOCK: Yeah that's, that's, that's fine by me.

10 THE COURT: And I'll tell you what you do that Mr. DeBoy.  
11 You have until close of business on a week from, let's see CO,  
12 Defendant COB -- what, what day was that July 2?

13 MR. DEBOY: I believe that's correct Your Honor. Hand on  
14 I've got my calendar right here.

15 THE COURT: July 1 I'm sorry.

16 MR DEBOY: Yes that'd be July 2nd.

17 THE COURT: Okay. And then do you want a couple days or  
18 like a day or two days Mr. Hancock if you want to respond,  
19 since you've got the burden of proof. If he puts something out  
20 there if you want to -- why don't I give you until close of  
21 business July 3rd. I know you're going to be busy doing  
22 something but at least that's a little time if you've got  
23 something to say about it.

24 MR. HANCOCK: That should be fine Your Honor.

25 THE COURT: Okay. So then I'll do close of business, and

1 you can do it the same day if, if -- you know, I just want to  
2 make sure that you have time to respond and I don't want to --  
3 if, if you, if y'all need more time than that, let me know. I  
4 know y'all are busy. This isn't your only case but this way  
5 everybody will have a full and final chance to put anything in  
6 the record they want before I make a decision.

7 MR. DEBOY: Yes Your Honor I appreciate that. Thank you.  
8 And thank you Cole.

9 THE COURT: All right so are those dates, are those dates  
10 fine or do y'all want to tinker with them? Again I'm ---

11 MR. HANCOCK: Those dates, those dates are fine with me if  
12 ---

13 THE COURT: Okay.

14 MR. HANCOCK: --- that's fine with Mr. DeBoy so.

15 MR. DEBOY: Yes sir.

16 THE COURT: All right.

17 MR. DEBOY: Thank you.

18 THE COURT: No, no that's fine. And look, I know these  
19 things are, are complicated. And Mr. DeBoy I can't tell you  
20 how many times I was the, the third, fourth or fifth person to  
21 get a case and, and the, and the nice easy ones and the high,  
22 high higher billing rate ones are never the ones that end up  
23 getting slid under the door when you're doing something else.  
24 So I completely ---

25 MR. DEBOY: Yes Your Honor.

1 THE COURT: --- understand. So why don't, why don't  
2 y'all, why don't we do that. I'll issue a Form 4 that will  
3 have those two dates in there. I obviously won't do anything  
4 until after I receive that. And it will probably be the week  
5 after that that, that I'll take a look at everything after  
6 y'all have supplemented and sent an email with anything that  
7 you have and then we'll, we'll go from there.

8 MR. DEBOY: Thank you Your Honor. Thank you Cole.

9 THE COURT: All right guys. Thank y'all so much. Have a  
10 great day.

11 MR. HANCOCK: You too.

12 MR. DEBOY: Thanks, you too.

13 THE COURT: All right, bye-bye.  
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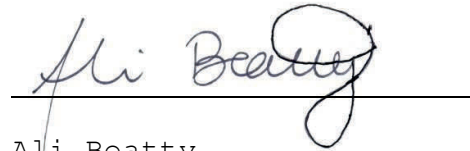
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**CERTIFICATE OF TRANSCRIBER**

I, Ali Beatty, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Circuit Court of Lexington County, South Carolina, on the 24th day of June 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 3, 2025



Ali Beatty

Transcriber

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	ELEVENTH JUDICIAL CIRCUIT
COUNTY OF LEXINGTON	)	
	)	
Limitless International Corp.,	)	Docket No.: 2024-CP-32-03591
	)	
Plaintiff,	)	
	)	
v.	)	<b>AFFIDAVIT OF</b>
	)	<b>WILLIAM E. NEWBAUER, III</b>
RECO Commercial Systems, et al.,	)	
	)	
Defendant.	)	
_____	)	

Personally appeared before me William E. Newbauer, III, who being duly sworn, deposes and says the following:

1. I, William E. Newbauer, III, am the Chief Executive Officer (“CEO”) of The Nudyne Group, LLC, which is headquartered in Stratford, Connecticut.
2. The Nudyne Group, LLC is the parent company of RECO Commercial Systems, LLC, located in West Columbia, South Carolina.
3. Upon information and belief, On October 1, 2012, American Investors, LLC, d/b/a RECO USA, a Virginia Corporation, entered into a representative’s sales agreement with Limitless International Corp. **(See Exhibit A)**.
4. Limitless International Corp., upon information and belief, entered into a sales agreement on May 31, 2018, with American Investors, LLC (Ref #: SA030/790), which required a down payment of \$94,144.37. **(See Exhibit B)**.
5. Upon information and belief, to satisfy the downpayment required for the order (Ref #: SA030/790), Limitless International Corp. provided check #1650 for \$37,657.75 to RECO USA dated May 31, 2019, and check #1652 for \$56,486.62 dated June 19, 2019, which equaled a total downpayment amount of \$94,144.37. **(See Exhibit B)**.

6. Upon information and belief, on or about October 1, 2019, Limitless International Corp., through its President/CEO, Mohammad Alkarmi, requested RECO USA place the order (Ref. #: SA030/790) “on hold” until Mr. Alkarmi received more information from his intended client. **(See Exhibit C)**.
7. Upon information and belief, on December 8, 2020, Limitless International Corp., through its President/CEO, Mohammad Alkarmi, cancelled the order (Ref. #: SA030/790) and demanded the return of the down payment of \$94,144.37 provided to RECO USA be returned to Limitless International Corp. **(See Exhibit C)**.
8. On November 1, 2021, RECO Commercial Systems, LLC was created as a Limited Liability Company through the South Carolina Secretary of State authorizing it to do business in the State of South Carolina. **(See Exhibit D)**.
9. On or about December 6, 2021, RECO Commercial Systems, LLC and Dunbar Road, LLC created checking accounts with Truist Bank to facilitate planned operations for and with RECO Commercial Systems, LLC.
  - a. RECO Commercial Systems, LLC (Checking Account #1470003886050).
  - b. Dunbar Road, LLC (Checking Account # 1470003886042).
10. On December 29, 2021, RECO Commercial Systems, LLC entered into an Asset Purchase Agreement, which was a limited transaction involving the purchase of limited assets. The Agreement did not involve the assumption of liabilities or obligations related to orders placed with or funds received by RECO USA, including the transaction referenced in this action. **(See Exhibit E)**.
11. Upon information and belief, on October 29, 2024, Limitless International Corp. through its President/CEO, Mohammad Alkarmi, provided an Affidavit stating, “The

order was placed on hold during COVID-19 and has never been cancelled.” (See **Exhibit F**).

12. Upon information and belief, on November 9, 2024, Limitless International Corp. entered a Stipulation of Dismissal with Prejudice related to RECO USA. (See **Exhibit G**).
13. Upon information and belief, RECO Commercial Systems, LLC, does not possess or have access to any of the bank account information, or bank records from RECO USA, including RECO USA bank account information or bank records from May 31, 2019, through September 17, 2019.
14. RECO Commercial Systems, LLC, does not have bank account information or bank records from May 31, 2019, through September 17, 2019, since the entity was not in existence.
15. RECO Commercial Systems, LLC has never used, nor has it controlled any of RECO USA’s bank accounts. No bank accounts were transferred from RECO USA to RECO Commercial Systems, LLC, and RECO Commercial Systems, LLC has operated exclusively through bank accounts established post-acquisition in its own corporate name.
16. I have no knowledge of, and RECO Commercial Systems, LLC does not possess any bank account information or bank account records, referenced in Paragraph 13 and Paragraph 14, related to the order (Ref. #: SA030/790).
17. To the best of my knowledge, neither The Nudyne Group, LLC nor RECO Commercial Systems, LLC have any banking documents in its possession, including bank statements, bank records, bank account information, ledgers, or any similar

correspondence related to the order (Ref. #: SA030/790) involving Limitless International Corp. and RECO USA.

18. I, William E. Newbauer, III, make this Affidavit solely on the basis of my personal knowledge as the CEO of The Nudyne Group, LLC, and the managing member of RECO Commercial Systems, LLC. Neither entity is the legal successor to RECO USA, and neither entity assumed or inherited any liability or obligation related to the disputed transaction initiated by Limitless International Corp.

**[Signatures on Following Page]**

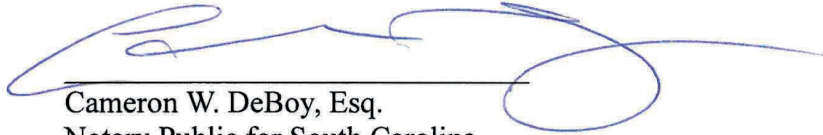
**AFFIAN FURTHER SAYETH NOT.**



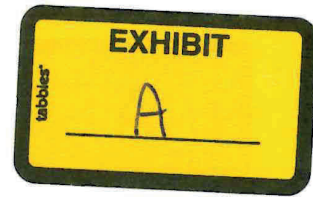
Reco Commercial Systems, LLC  
William Newbauer, III  
CEO, Nudyne Group

Sworn to before me this

23<sup>rd</sup> day of June 2025



Cameron W. DeBoy, Esq.  
Notary Public for South Carolina  
My Commission Expires: January 19, 2033



P.O. Box 4147  
 Cayce / W. Columbia, South Carolina 29171  
 Phone (803)-794 3360 FAX (803)-791-3304  
 E-MAIL: [info@recousaheaters.com](mailto:info@recousaheaters.com)

**REPRESENTATIVE'S SALES AGREEMENT**

**THIS AGREEMENT** made this 1<sup>st</sup> day of October 2012 between American Investors LLC, d.b.a. RECO USA, A Virginia Corporation, hereinafter called "Company" and Limitless International Corp. hereinafter called "Representative".

The Company is engaged in the manufacture and sale of Heat Transfer and similar mechanical equipment and the Representative desires to provide services to Company in accordance with the terms, conditions, and covenants set forth in the Agreement. Accordingly, in consideration of the mutual covenants and undertakings set forth herein, which Representative acknowledges is sufficient, the parties hereto agree as follows:

**AGREEMENTS**

**1. Appointment, Territory and Products**

The Company hereby appoints Representative as an independent sales representative and gives Representative the non-exclusive right to solicit orders in the Territory described in Exhibit "A" which is attached hereto and incorporated as a part of the Agreement. Representative has the exclusive right to solicit orders in the Territory for the Products set forth in Exhibit "B" which is attached hereto and incorporated as a part of this Agreement.

**2. Representative's Status and Duties**

A. Representative is an independent contractor and is not an employee, servant, partner or joint venturer of Company. The Representative shall not represent himself as an agent of the Company or as authorized to assume or create any obligation of any kind, express or implied, on behalf of the Company. During the life of this agreement he may identify himself as a "Sales Representative" of the Company and in soliciting orders and dealing with the customers, he shall make clear all the foregoing limitations of his authority.

B. Company is not responsible for withholding, and shall not withhold or deduct from Representative's commissions, FICA or taxes of any kind, unless such withholding becomes legally required. Representative is not entitled to receive the benefits which employees of Company are entitled to receive and shall not be entitled to workers compensation,

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unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of his or her services to Company.

C. Representative shall pay his own expenses for transportation and living while on the road. Representative is required to maintain private liability insurance covering his vehicles, and to hold the principal harmless in the event of any suit arising out of the activities of the Representative. The Representative nor the Company shall have the authority to bind the other party in any respect.

D. The Representative agrees to acquaint himself thoroughly with the operation, application and installation of the Company's products so that he can furnish prospects and customer with intelligent information and recommendations. Representative and its sales staff shall attend any and all meetings and trade shows required by Company. The Company agrees to furnish the Representative such catalogues, cuts, prints and similar advertising matter which it has available, and at the Company's sole discretion to do direct mail advertising in the Representative's Territory. Associated cost may be shared between parties.

E. The Representative agrees to follow up all inquiries and quotations and to report to the Company within a reasonable length of time the results of his follow-ups. Representative shall furnish Company, on a timely basis, such reports and other information pertinent to Representative's performance hereunder as Company may request from time to time.

F. Representative shall use only the sales contract and order forms which are approved by Company in advance for the sales of its good and services. Representatives shall not use any other form or order or contract, unless approved by Company in writing in advance. Representative shall follow and abide by all instructions, policies and procedures established by Company, orally or in writing, from time to time, for the completion, signing and processing of such contracts and orders, for the collection of down payments and other payments, for the processing of customers' copy, for the delivery of goods to customers and the collection of final payments from customers.

G. The Representative agrees that he will not at any time solicit business from outside of his own Territory, but that he will fully cooperate with other representatives by referring all inquiries received from other territories to the representative to whom the territory is allotted and by forwarding to the Company or to the proper representative, all orders received by him from outside his Territory and cooperate fully in all other respects in promoting the Company's business.

H. The Representative agrees to promote the sale and uses of Products to the best of his abilities, and agrees not to represent competitive product lines.

I. In the event that Representative becomes aware of any actual or potential claim against Company by any person or entity, Representative shall notify Company immediately.

J. Representative and its staff shall refrain from any activities which may reflect adversely upon the reputation or credibility of Company or the Products.

### 3. Commissions

A. The Representative is to receive credit for and payment of commissions as herein set out for all orders for Products received from Territory and accepted by the Company during the term of this Agreement, whether orders are forwarded by the Representative or by customers located in the Territory except that the Company in its absolute discretion may withdraw at any time from the scope of this Agreement any Product or any part of the Territory by giving written notice to the Representative.

B. The Company reserves the right to designate OEM accounts within the Territory. OEM accounts are accounts for which Company produces component parts for another manufacturer.

The Company also reserves the right to manufacture, design and distribute private labeled products. Private label products are Company manufactured equipment sold through another manufacturer under a different name. The Representative will not be responsible for these accounts and will not be entitled to a commission there from.

C. The Company agrees to refer all inquiries received from the Representative's Territory to the Representative for solicitation.

D. The Company reserves the right to quote directly to customers in the Territory and to send correspondence to parties in the Territory. However, the Company will provide Representative with copies of the quotations and correspondence.

E. The Company will pay to the Representative as commissions on Products sold and collected in accordance with the terms herein and policies of the Company. The following is the current commission formula. The formula is subject to change by the Company. The Company will pay Representative: (a) an amount equal to the full excess of the net selling price over the net Representatives' cost, up to but not exceeding 15% of the net Representatives' cost, plus (b) an amount equal to 50% of the excess of the net selling price over 115% of the net Representatives' cost.

F. Commissions due will be paid on the fifteenth of each month. One-half (2) of the commission will be due and payable on the first commission payment date following the month of shipment of the Products in question to the customer, and the remaining one-half (2) of the commission will be due on the first commission payment date following the month of receipt by the Company of the customer's full settlement for such products.

G. Notwithstanding the foregoing provision as to compensation, where two or more Representatives are involved in a sale the commission will be divided among them in the following manner:

1) The representative in whose territory the customer resides, or has his principal place of business or in which his purchasing office issuing the order is located, will receive one third (1/3) of the commission payable;

2) the representative of the territory of ultimate destination of the Product sold will receive one-third (1/3) of the commission payable; and,

3) the representative who solicited the order will receive one-third (1/3) of the commission payable, all as set out in the schedule below; provided, however, that the Representative shall not solicit orders outside his Territory and shall cooperate with other representatives as herein set out. A representative who solicits an order from a customer not located in his territory, for a Product to be delivered to another territory will not receive any part of the commissions unless he files with the Company, before the order is placed, a Notice in writing or other written evidence of his right to a part of the commission. If no such written Notice or evidence is filed, commissions will be paid based on the information available to the Company.

#### H. SCHEDULE OF DIVISION OF COMMISSIONS

Class of Sale	Sold or Flat Specifications	Origin of Order by Territory	Ultimate Destination Territory	% Commission Payable		
1	A	A	A	100		
2	A	A	B	66 2/3	33 1/3	
3	A	B	B	33 1/3	66 2/3	
4	A	B	C	33 1/3	33 1/3	33 1/3

I. The Representative agrees that in the event any Product is returned or repossessed, or in the event of non-payment by the customer for any Product, he will reimburse the Company for all commissions paid him.

J. In cases of disputes on commission, the Company will have final word on settlement. The Company reserves the right to alter the commission payment schedule. The Company reserves the right to decide all questions of division of commissions on all such inter-territorial sales, and the decision of the Company shall be final.

#### 4. Product Pricing

A. All orders solicited by the Representative are subject to acceptance or rejection by the Company and all quotations of the Representative shall contain a statement to that effect. The Representative shall have no authority to contract for the Company, to pledge the Company's

credit, nor any right or power to enter into any contract on the Company's behalf or to bind the Company in any way.

B. Price lists and cost multiplier sheets will be issued by the Company to the Representative, which will be used by the Representative in quoting prices unless the Company quotes otherwise. Although it is not the policy of the Company to make frequent revisions of prices, all price and discount sheets are subject to change without notice. When possible, prior notice of price changes will be given to the Representative.

C. Representative agrees to supply all required credit information in accordance with Company's credit policies. The Company reserves the right to examine customer's credit information for credit approval, invoice the customer, collect the price of products sold and pay the commissions to the Representative as provided herein for commission sales.

D. Where possible, the company will supply the representative with price list, to which he will apply a cost multiplier specified by the company to arrive at a net representative's cost, F.O.B. factory site. Any product not covered by a price list, hereinafter "non-standard products", the company will provide a price quotation. The quotation will be the net representative's cost, F.O.B. factory. The representative will then add to the net representative's cost: (1) his commission, and (2) actual freight cost, to arrive at the net selling price to the customer. The representative will bear the full cost of problems due to his failure to supply complete information, plans, or specifications.

#### 5. Buy/Sell

A. Upon mutual agreement between both parties, Representative may utilize a buy/sell program, provided the Representative complies with Company's policies pertaining to credit, quotations, and business practices.

B. Representative must provide a tax exemption certificate for each state to which the Representative ships. Tax exemption certificates for the Representative's customer are not acceptable.

If the Representative cannot provide a proper tax exemption certificate, then the Representative will be responsible for payment of the appropriate sales tax.

#### 6. Assignment

This agreement may not be assigned by the Representative without the prior written consent of the Company.

#### 7. Duration of Agreement/Termination

A. This agreement is to be effective from date hereof until terminated by one of the parties.

It may be terminated for any reason by either party hereto by giving thirty (30) days prior written Notice of Termination to the other, except that in case of a breach of the agreement, it may be terminated at once by either party giving written Notice of Termination to the other.

B. Any and all literature, price books, submittals, binders and other company supplied materials must be returned to Company before final settlement of the Representative's account.

C. This agreement shall terminate immediately, without Notice, upon the institution by or against the Representative of proceedings in bankruptcy or any other procedure for the settlement of debts, upon his making an assignment for the benefit of creditors, or upon his dissolution or death.

D. The Company or its representative shall not be liable to Representative in any matter whatsoever for completing a sale after this Agreement terminates on an account in which Representative may have originally undertaken the negotiations.

E. If Representative defaults in the performance of this Agreement or violates any of the terms or provisions of this Agreement or otherwise breaches this Agreement in any way, Company shall not be restricted to any single remedy but shall instead be entitled to pursue all legal remedies concurrently.

8. Modifications in Territory, Products and Commissions

Company shall have the right, from time to time, in its sole discretion, to change the Territory set forth in Exhibit "A", the Products set forth in Exhibit "B" and the Schedule of Divisions of Commission set forth herein. In any such cases, Company shall issue a modified Exhibit or Schedule to Representative which shall be executed by Representative. Any such modified Exhibit shall be deemed to supersede the prior Exhibit or Schedule as of the effective date set forth on the modified Exhibit or Schedule.

A. This agreement shall be governed, construed and interpreted in accordance with the laws of the State of South Carolina.

B. This agreement supersedes and cancels any and all previous understandings, agreements and commitments between the parties relating to the Products covered hereby. It expresses the complete and final understanding of the parties hereto and may not be changed in any way except by an instrument in writing signed by both parties.

C. The waiver by failure of the Company of any of its rights under this Agreement in a particular instance shall not be construed as a waiver of the same or different rights or breaches in subsequent instances. All remedies, rights, undertakings and obligations hereunder shall be cumulative, and none shall operate as a limitation of any other remedy, right, undertaking or obligation hereunder.

D. In the event that any of the provisions of this Agreement or the application of any such provisions to the parties hereto with respect to their obligations hereunder shall be held by a court

or other tribunal of competent jurisdiction to be unlawful or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

E. All Notices provided for in the Agreement shall be in writing and shall be either personally delivered or sent by first class certified mail, return receipt requested, to the recipient at the address indicated:

To the Company:

RECO USA  
PO Box 4147  
West Columbia, SC 29171

To the Representative:


Limitless International  
8801 Fast Park Drive, Suite 301  
Raleigh, NC 27617

or such other address as the recipient shall have specified by prior written notice to the sending party. Any Notice under this Agreement will be deemed to have been so given when delivered or mailed.


This Agreement is executed in duplicate, each party retaining a copy.

WITNESS the following signatures on the date first herein above mentioned.

REPRESENTATIVE: *Limitless International Corp.*

 Mohammad Alkarmi (President)

American Investors LLC, d.b.a. RECO USA,

By:  \_\_\_\_\_  
Tim Lawton

**Exhibit A**

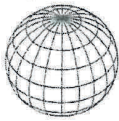
**REPRESENTATIVES TERRITORY**

Saudia Arabia  
Egypt  
Kuwait  
Syria  
Qatar  
United Arab Emirates  
Jordan  
West Bank

**Exhibit B**

**RECO COMMERCIAL PRODUCTS**

1. Electric Packaged Water Heaters
2. Steam Packaged Water Heaters
3. Boiler Water Packaged Water Heaters
4. Packaged Steam Generators
5. Fire Protection Tanks
6. H.T.H.W. Heat Exchanger
7. Hot Water Storage Tanks
8. Expansion Tanks
9. Hot Water Generators
10. Air Receivers
11. Boiler Blowdown Tanks
12. Flash Tanks
13. Steam & Electric Instantaneous Heaters



**LIMITLESS**  
INTERNATIONAL CORP.  
Supplying Engineered Products You Can Trust

8801 Fast Park Drive, Suite 301  
Raleigh, NC 27617 USA  
Tel : 919-747-8783  
Fax: 919-870-9045  
Email: Sales@limitlessintlcorp.com  
www.limitlessintlcorp.com



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## Purchase Order

CALLER FILED - 2024 Aug 27 9:31 AM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591

<p>To: RECO USA 1839 Dunbar Road Cayce, SC 29033 Tel: (803) 794-3360 Attn: Andy Butcher</p> <p>Invoice to: Limitless International Corp. 8801 Fast Park Drive, Suite 301 Raleigh, NC 27617</p> <p>Ship to: Please contact us once the shipment is ready.</p>	<p>Date: May 31, 2018</p> <p>Ref #: SA030/790 <b>REVISED</b></p> <p>Freight Term: FOB Columbia, SC Delivery Period: 2 units in 10 weeks and then 2 units each week until complete. Packing: For sea freight. Shipment Route: Sea Freight to Jeddah Port, Saudi Arabia</p> <p>Payment Term: 25% Down Payment to start production, 75% for shipping.</p>
--	--

Item #	Product Description	Qty	Unit Price \$	Total Price \$
1	<p>B12b-DCWC-01 (Four) 1320 Gallon RECO USA model <b>TMV150-54144PK-12054-DELW</b> vertical Quick Recovery Thermomaster storage heaters. Vessel will be 54" OD x 144" oal, constructed of SA-516-70 carbon steel in accordance with section VIII of the ASME code for <b>150 PSI</b>. Vessel will be complete Pre-Krete cement lining for potable water, stainless steel fittings and supports. The exterior of the tank will be insulated &amp; jacketed.</p> <p>Heater will have the capacity to heat 198 GPM of water from 42 to 54 degrees F in the tank when supplied with 132 GPM of boiler water 95 to 77 degrees in the tubes. Heating element will be a 120542 with double wall copper tubes.</p> <p>Water heater will be packaged with the following controls and accessories: <b>2 ½" 3-Way Electric</b> operated control valve with PID controller, tank pump, temperature gauges, LED lights and a T &amp; P relief valve.</p>	4	37,855.33	151,421.32
2	<p>B12a-DCWC-01 (Five) 1320 Gallon RECO USA model <b>TMV150-54144PK-14054-DELW</b> vertical Quick Recovery Thermomaster storage heaters. Vessel will be 54" OD x 144" oal, constructed of SA-516-70 carbon steel in accordance with section VIII of the ASME code for <b>150 PSI</b>. Vessel will be complete Pre-Krete cement lining for potable water, stainless steel fittings and supports. The exterior of the tank will be insulated &amp; jacketed.</p> <p>Heater will have the capacity to heat 291 GPM of water from 42 to 54 degrees F in the tank when supplied with 194 GPM of boiler water 95 to 77 degrees in the tubes. Heating element will be a 140542 with double wall copper tubes.</p> <p>Water heater will be packaged with the following controls and accessories: <b>3" 3-Way Electric</b> operated control valve with PID controller, tank pump, temperature gauges, LED lights and a T &amp; P relief valve.</p>	5	45,031.23	225,156.15
<p><b>Total Amount FOB Columbia, SC</b></p>				<p><b>\$376,577.47</b></p>



**LIMITLESS**

**INTERNATIONAL CORP.**  
Supplying Engineered Products You Can Trust

8801 Fast Park Drive, Suite 301  
Raleigh, NC 27617 USA  
Tel : 919-747-8783  
Fax: 919-870-9045  
Email: Sales@limitlessintlcorp.com  
www.limitlessintlcorp.com

P.O. # SA030/790 REVISED

Manufacturer: RECO USA  
**\*\*Goods are of USA origin\*\***

All products supplied must be of USA origin, and marked "Made in USA"

RECO will provide a (5) Year lining warranty on Materials Only for this order. Also, RECO will supply (2) bags of Pre-Krete shipping loose with the order, for any possible field repairs that may come up.

**Shipment must fit in a total of FIVE 40'H (High Cube) Containers, TWO tanks in each container and ONE Container will have one Tank.**

**Required Documentation:**

- 1- Commercial Invoice.
- 2- Packing List: Please provide weight and dimensions for each piece along with description of content (Skid, Carton, etc...)
- 3- Certificate of origin stating that goods are of U.S.A. origin.

**ABSOLUTELY NO PRICING/INVOICING TO BE INCLUDED WITH THE SHIPMENT. PLEASE SEND YOUR INVOICE TO OUR OFFICE FOR PAYMENT.**

Best regards,

Mohammad Alkarmi  
President

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RECO USA  
 1839 Dunbar Road  
 Cayce  
 SC 29033  
 (803) 794-3360

**QUOTATION**

Date	5/8/2019
Valid until	6/7/2019
Quote #	029-TL18HS1-R3
Ref.	TB 3374-Sharma

Quote To
Mohammad Alkarmi 8801 Fast Park Drive, Suite 301 Raleigh NC 27617
Phone 919-747-8783 Email <a href="mailto:malkarmi@limitlessintlcorp.com">malkarmi@limitlessintlcorp.com</a>

Ship To
Phone Email

Prepared by	Phone	Email	FOB	Terms	
Andy Butcher	803-794-3360	<a href="mailto:abutcher@recousaheaters.com">abutcher@recousaheaters.com</a>	Factory	See below	
Item	Qty	Part Number	Description	Unit Price	Ext. Price
1	4	TMV150-54144PK-12054-DELW (Tag: B12b-DCWC-01)	Vertical Quick Recovery Thermomaster storage heater. 54" OD x 144" oal storage vessel, constructed of SA-516-70 carbon steel in accordance with ASME VIII for 150 psig. Pre-Krete cement lining for potable water, stainless steel fittings and supports. Insulated & jacketed.  Heater capacity to heat 198 GPM of water from 42 to 54 °F in the tank when supplied with 132 GPM of boiler water 95 - 77 °F in the tubes. Double-wall, copper heating element tubes.  Packaged with the following controls and accessories: 2-1/2" 3-Way Electrically operated control valve with PID controller, tank pump, temperature gauges, LED lights and a T & P relief valve.  Weight: 7,055 lb each	\$37,855.33	\$151,421.32
2	5	TMV150-54144PK-14054-DELW (Tag: B12a-DCWC-01)	Vertical Quick Recovery Thermomaster storage heater. 54" OD x 144" oal storage vessel, constructed of SA-516-70 carbon steel in accordance with ASME VIII for 150 psig. Pre-Krete cement lining for potable water, stainless steel fittings and supports. Insulated & jacketed.  Heater capacity to heat 291 GPM of water from 42 to 54 °F in the tank when supplied with 194 GPM of boiler water 95 - 77 °F in the tubes. Double-wall, copper heating element tubes.  Packaged with the following controls and accessories: 3" 3-Way Electrically operated control valve with PID controller, tank pump, temperature gauges, LED lights and a T & P relief valve.  Weight: 7,500 lb each	\$45,031.23	\$225,156.15
<b>Total</b>				<b>\$376,577.47</b>	

**Delivery and Payment Terms**

- It will take us 3 weeks to finalize drawings after receiving a purchase order. We can have (2) units ready, 10 weeks after a release to begin production. After that an additional (2) units each week will be ready, until complete. As there are nine units in total, the last week will be one unit.
- A payment of 25% of the total order value will be due with the purchase order.
- A payment of the remaining 75% of the unit(s) value will be due prior to shipment.

**Notes**

- This Quotation is an offer to sell, only valid based on the specifications and materials described herein, and is expressly conditioned on the RECO USA Standard Terms and Conditions of Sale.
- All installation, start-up, training, export documentation, fees, duties and crating, etc. are NOT included.

ELECTRONICALLY FILED - 2025 Jun 23 2:27 PM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591  
 ELECTRONICALLY FILED - 2024 Aug 27 9:31 AM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591

1650

66-112/531

LIMITLESS INTERNATIONAL CORP.  
8801 EAST PARK DR, STE 301  
RALEIGH, NC 27617

DATE 05/31/2019

PAY TO THE ORDER OF RECO USA

\$ 37,657.75

Thirty Seven Thousand Six Hundred Fifty Seven & 75/100 DOLLARS



BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

*[Handwritten Signature]*

FOR PO # SA0301790



LIMITLESS INTERNATIONAL CORP.  
8801 FAST PARK DR STE 301  
RALEIGH, NC 27617

1652

66-112/531

DATE 06/19/2019

PAY TO THE ORDER OF RECO USA

\$ 56,486.62

Fifty six Thousand Four Hundred Eighty six & 62/100 — DOLLARS



BRANCH BANKING AND TRUST COMPANY  
1-800-BANK BBT BBT.com

FOR PO# SA0301790





**From:** Mohammad Alkarmi  
**To:** asharpe@reco-usa.com; "Bob Platt"  
**Subject:** RE: Open invoices  
**Date:** Wednesday, December 9, 2020 11:11:10 AM

---

Bob,

As per our phone conversation today, we will disregard these Invoices. I will keep you posted if we hear anything from the client regarding this Purchase Order.

Thanks,

Best Regards,

Mohammad Alkarmi  
President/CEO  
Limitless International Corp.  
8801 Fast Park Drive, Suite 301  
Raleigh, NC 27617 USA  
Tel: 919-747-8783  
Fax: 919-870-9045  
Cell: 301-237-2447  
malkarmi@limitlessintlcorp.com  
www.limitlessintlcorp.com

-----Original Message-----

From: Mohammad Alkarmi <malkarmi@limitlessintlcorp.com>  
Sent: Tuesday, December 8, 2020 5:35 PM  
To: 'asharpe@reco-usa.com' <asharpe@reco-usa.com>; 'Bob Platt' <BPlatt@recousaheaters.com>  
Subject: FW: Open invoices

Angela/Bob,

I am not sure what are these invoices for, we had requested you to put this PO on hold on 10/01/19 and we never requested you to release it back to production. This project has been on hold due to the COVID-19 Pandemic and the work at site had completely stopped due to the Pandemic.

For now, please consider this order CANCELLED and we demand the 25% Down Payment that was paid to you last year with two checks to be returned back to us (Check # 1650 \$37,657.75 + Check # 1652 \$56,486.62 = \$94,144.37). Kindly note that this cancellation is totally beyond our control as this is a Force Majeure due to the COVID-19 Pandemic.

Thanks,

Best Regards,

Mohammad Alkarmi  
President/CEO  
Limitless International Corp.  
8801 Fast Park Drive, Suite 301  
Raleigh, NC 27617 USA

Tel: 919-747-8783  
Fax: 919-870-9045  
Cell: 301-237-2447  
malkarmi@limitlessintlcorp.com  
www.limitlessintlcorp.com

-----Original Message-----

From: Angela Sharpe <asharpe@reco-usa.com>  
Sent: Tuesday, December 8, 2020 4:28 PM  
To: sales@limitlessintlcorp.com  
Subject: Open invoices

Angela Sharpe | Office Manager  
Reco USA | 1839 Dunbar Road | Cayce, SC 29033 Phone 803-454-2573  
www.reco-usa.com

ELECTRONICALLY FILED - 2025 Jun 23 2:27 PM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591  
ELECTRONICALLY FILED - 2025 Apr 14 10:51 AM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591

# Business Entities Online

File, Search, and Retrieve Documents Electronically



ELECTRONICALLY FILED - 2025 Jun 23 2:27 PM - LEXINGTON - COMMON PLEAS - CASE#2024CP3403591

## RECO Commercial Systems LLC

### Corporate Information

**Entity Id:** 01170133

**Entity Type:** Limited Liability Company

**Status:** Good Standing

**Domestic/Foreign:** Domestic

**Incorporated State:** South Carolina

### Important Dates

**Effective Date:** 11/01/2021

**Expiration Date:** N/A

**Term End Date:** N/A

**Dissolved Date:** N/A

### Registered Agent

**Agent:** William E. Newbauer III

**Address:** 1839 Dunbar Rd  
Cayce , South Carolina 29033

### Official Documents On File

Filing Type	Filing Date
Notice of Change of Designated Office, Agent or Address of Registered Agent	07/24/2024
Notice of Change of Designated Office, Agent or Address of Registered Agent	11/14/2022
Articles of Organization	11/01/2021



STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
 COUNTY OF LEXINGTON ) FOR THE ELEVENTH JUDICIAL CIRCUIT  
 )  
 Limitless International Corp., )  
 )  
 Plaintiff, )  
 v. ) **AFFIDAVIT OF MOHAMMAD ALKARMI**  
 )  
 RECO Commercial Systems, LLC f/k/a )  
 RECO USA, Dunbar Road LLC, )  
 American Investors, LLC f/k/a RECO )  
 USA, Michael D. Schleinkofer, James C. )  
 Foster, Jr. )  
 )  
 Defendant.

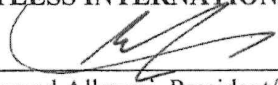
PERSONALLY APPEARED BEFORE ME, Mohammad Alkarmi, who, being first duly sworn, deposes and says:

1. I am an Owner and the President/CEO of Limitless International Corp. ("Limitless"), the Plaintiff in the above-captioned case.
2. I am over the age of 18 years old and am competent to give this affidavit.
3. I have personal knowledge of the information contained in this Affidavit.
4. I have worked with RECO for numerous years.
5. I paid RECO \$94,144.37 in regards to the order that is at issue in this lawsuit.
6. The order was placed on hold during COVID-19 and has never been cancelled.
7. Upon good information and belief, RECO Commercial Systems, LLC f/k/a RECO USA and Dunbar Road LLC purchased the assets from American Investors, LLC f/k/a RECO USA.
8. This information was relayed to me or my attorney by HEH Holdings LLC, the owner/parent company of RECO and John B. Buckman who stated that the company would continue doing business as RECO Commercial Systems, LLC and that assets were purchased from RECO USA.
9. RECO Commercial Systems welcomed RECO employees and [existing] customers after purchase.
10. I have received emails from RECO Commercial Systems, LLC f/k/a RECO USA with RECO USA email address as late as May 15, 2023, over a year after purchase.

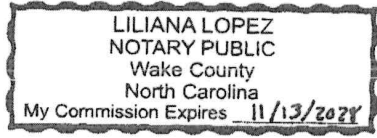
ELECTRONICALLY FILED - 2025 Jun 23 2:27 PM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591  
 ELECTRONICALLY FILED - 2025 Jan 16 11:48 AM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591

- 11. RECO Commercial Systems, LLC f/k/a RECO USA continued engaging in business with Limitless after the purchase.
- 12. RECO Commercial Systems, LLC f/k/a RECO USA has never once attempted to return my deposit in the amount of \$94,144.37.
- 13. RECO Commercial Systems, LLC f/k/a RECO USA continues to refer to my funds as a debt of the previous owner however, my funds were to be placed in trust and returned to me if the order was not fulfilled.
- 14. The order was not fulfilled and the funds were never returned.
- 15. The Defendants are currently indebted to Limitless, as of July 2, 2024, the date our business relationship was terminated by the Defendants, in the amount of \$94,144.37 for funds paid to the Defendant for goods and materials to be held in trust, plus interest accruing thereon at the pre-judgment interest rate, plus attorney's fees and costs.
- 16. Although duly demanded, no part of the same has been paid by cash, discount, or otherwise.

**LIMITLESS INTERNATIONAL CORP.**

  
 \_\_\_\_\_  
 Mohammad Alkarmi, President/CEO

SWORN TO and subscribed before me  
 This 29 day of October, 2024  
 \_\_\_\_\_ (L.S.)  
*Liliana Lopez*  
 Notary Public for North Carolina  
 Printed Name: Liliana Lopez  
 My Commission Expires: 11 / 13 / 28





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ELECTRONICALLY FILED - 2024 Nov 09 6:55 AM - LEXINGTON - COMMON PLEAS - CASE#2024CP3203591

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )  
 )  
Limitless International Corp., )  
 )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
RECO Commercial Systems, LLC f/k/a )  
RECO USA, Dunbar Road LLC, )  
American Investors, LLC f/k/a RECO )  
USA, Michael D. Schleinkofer, James C. )  
Foster, Jr. )  
 )  
 )  
Defendant.

IN THE COURT OF COMMON PLEAS  
FOR THE ELEVENTH JUDICIAL CIRCUIT  
CA No. 2024-CP-32-023591

**STIPULATION OF DISMISSAL  
WITH PREJUDICE  
(Does Not End Case)**

**WHEREAS**, Plaintiff Limitless International Corp. (“Plaintiff”) and Defendant American Investors, LLC f/k/a RECO USA, Defendant Michael D. Schleinkofer, and Defendant James C. Foster, Jr. (collectively referred to as “American Defendants”) enter into this stipulation of dismissal.

**NOW, THEREFORE**, Plaintiff and American Defendants (the “Settling Parties”), by and through their undersigned counsel, hereby stipulate to the dismissal of the of the above captioned action as against the American Defendants, with prejudice, pursuant to Rules 41(a)(1)(B) of South Carolina Rules of Civil Procedure. The parties further stipulate that this dismissal ***does not*** apply to Defendant RECO Commercial Systems, LLC f/k/a RECO USA and Defendant Dunbar Road LLC and Plaintiff’s claims against Defendant RECO Commercial Systems, LLC f/k/a RECO USA and Defendant Dunbar Road LLC.

*[signatures on following page]*

**WE SO STIPULATE:**

**BRUNER, POWELL, WALL & MULLINS, LLC**

s/J. Cole Hancock

Joey R. Floyd, SC Bar No.: 68491  
J. Cole Hancock, SC Bar No.: 104658  
Post Office Box 61110  
Columbia, South Carolina 29260  
(803) 252-7693  
*Attorneys for the Plaintiff*

**WILLIAMS MULLEN**

s/John G. Tamasitis

John G. Tamasitis, SC Bar No.: 101875  
1230 Main Street, Suite 330  
Columbia, South Carolina 29201  
(803) 567-4617  
*Attorneys for the American Defendants*

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Limitless International Corp.

PLAINTIFF,

vs.

RECO Commercial Systems, et al.

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A NO: 2024-CP-32-03591

**AFFIDVAIT**

William E. Newbauer III, of full age and being duly sworn, deposes and says:

1. I, William E. Newbauer III, am over the age of 18 years, am of sound mind, and under no legal disability.
2. I am Chief Executive Officer of The Nudyne Group LLC, which was renamed from HEH Holdings, LLC, headquartered in Stratford Connecticut.
3. The Nudyne Group LLC is the parent company of RECO Commercial Systems, LLC ("RECO #2"), located in Cayce, South Carolina.
4. RECO #2 has been named a defendant in case number 2024-CP-32-03591, Limitless International Corp. vs RECO Commercial Systems, LLC, Dunbar Road LLC, American Investors, LLC f/k/a RECO USA, Michael D. Schleinkofer, James C. Foster Jr.
5. Upon information and belief, Limitless International Corp., ("Limitless") placed a purchase order with American Investors, LLC f/k/a RECO USA (RECO #1), totaling \$94,144.37, on or around June 19, 2019.
6. On or around December 29, 2021, RECO #2 acquired business assets from RECO #1.
7. After RECO #2 acquired the business assets of RECO #1, Limitless claim their \$94,144.37 deposit with RECO #1 was held in trust and never returned.
8. I have no knowledge regarding the existence or location of any such claimed amounts, nor has The Nudyne Group LLC f/ka HEH Holdings, LLC, or any of its affiliated entities ever received any funds from Limitless.
9. To my knowledge, neither The Nudyne Group LLC f/ka HEH Holdings, LLC, nor any of its affiliated entities has in its possession any documents, including bank statements, bank accounts, ledgers, or correspondence between Limitless and RECO #1, relating to the

purchase order or the alleged funds held in trust, except those already disclosed to Plaintiff's counsel in connection with this matter. I have no knowledge of orders accepted by any entity prior to RECO#2 acquiring certain assets of RECO #1 on or about December 29, 2021.

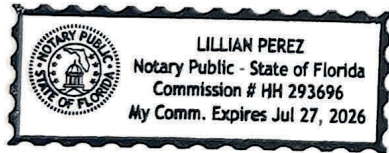
- 10. RECO #2, has limited files, documents, and correspondence from the prior owner. RECO #2 has provided all documents and files we are aware of relating to the purchase order between Limitless and RECO #1.

William E. Newbauer III  
William E. Newbauer III,  
CEO of The Nudyne Group LLC

Acknowledged, sworn to and subscribed before me )

This, the 14<sup>th</sup> day of April, 2025 )

Lillian Perez )  
Notary Public for the State of Florida )  
My commission expires July 27, 2026 )



**RECEIVED**

**Apr 23 2026**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas

The Honorable Thomas W. McGee III, Circuit Court Judge

Appellate Case No. 2025-001912  
Civil Action No. 2024-CP-32-03591

Limitless International Corp., .....Respondent,

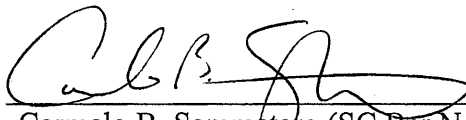
v.

RECO Commercial Systems, LLC f/k/a RECO USA and Dunbar Road, LLC, ..... Appellants.

**CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

April 16, 2026

By: 

Carmelo B. Sammataro (SC Bar No. 69746)  
Turner, Padget, Graham & Laney, P.A.  
Post Office Box 1473  
Columbia, SC 29202  
Phone: (803) 254-2200  
Fax: (803) 799-3957  
SSammataro@TurnerPadget.com

ATTORNEYS FOR APPELLANTS