THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

S. Bryan Doby, Circuit Court Judge

Appellate Case No. 2026-000197

Grand Bay, L.L.C., ... Respondent,

vs.

Burgess Brogdon Building Supply and
Subsidiary and Burgess-Brogdon, L.L.C., ... Appellants.

INITIAL BRIEF OF APPELLANT EXHIBITS

Dwight C. Moore, SC Bar No. 63008
Moore Law Firm, L.L.C.
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Sumter, South Carolina 29150
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Attorney for Appellants

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APPELLANTS' EXHIBITS

A ppellants Exhibit NO. 2

PENGAD 800-631-6989

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 24th day of May 2022

BETWEEN:

Grand Bay LLC "on behalf of Bruno Raschio" of 3401 NW 82nd Ave, Doral, FL 33122, USA

Telephone: (786) 441-5994

(the "Landlord")

OF THE FIRST PART

- AND -

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Tenant")

OF THE SECOND PART

- AND -

Burgess-Brogdon, LLC of 220 Dingle St, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Tenant")

- AND -

Robert A Burgess III of 2751 Creek Side Dr, Sumter, SC 29150, USA

Telephone: (803) 840-4649

(the "Guarantor")

- AND -

Eugene K Weston, Jr of 505 W Hampton Avenue, Sumter, SC 29150

Telephone: (803) 840-4649

(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

   a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease.

   b. "Building" means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.

   c. "Lands" means the land legally described as: Map 227-04, Block 3:

   d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements:

   e. "Premises" means the industrial premises at 220 Dingle St. Sumter, SC 29150, USA and comprises a Leasable Area of 26,608.00 square feet.

   f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

2. The Landlord agrees to rent to the Tenant the industrial premises municipally described as 220 Dingle St. Sumter, SC 29150, USA (the "Premises") and comprises a Leasable Area of 26,608.00 square feet.

3. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.

4. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

6. The term of the Lease commences at 12:00 noon on July 5, 2022 and ends at 12:00 noon on July 5, 2027 (the "Term").

7. Notwithstanding that the Term commences on July 5, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on May 20, 2022.

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of $ 4,933.48 plus the prorated portion of the property taxes, payable per month, for the Premises (the "Base Rent"), without setoff, abatement, or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 3401 NW 82nd Ave, Doral, FL 33122, USA, or at such other place as the Landlord may later designate.

11. The Tenant will be charged an additional amount of 5.00% of the Base Rent for any late payment of Base Rent. 5% of 4933.48=

$246.67

"after 5 days"

12. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.

13. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

14. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay Taxes, Water, Electricity, Internet, etc.

15. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

16. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of

Additional Rent. the Landlord will compute the actual amount of such item of Additional Rent. and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent. as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case. any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest. provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Guarantees

17. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.

18. The Guarantor's obligations remain fully effective even if this Lease is disclaimed. the Landlord gives the Tenant extra time to comply with any obligation. the Landlord previously waives a default of the Tenant under this Lease. or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

19. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes. bylaws. rules. and regulations of any federal, state. municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute. including any subordinate legislation. which is in force now or in the future and taking into account any amendment or reenactment. or any government department. local authority. other public

or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

22. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

23. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

24. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

31. If the Landlord reenters the Premises or terminates this Lease, then:

a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon:

c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass:

d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises:

f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant:

g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease:

h. the Tenant will pay to the Landlord on demand:

i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later:

  ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized: including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting: and

  iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:

    i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

    ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

32. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Landlord Chattels

33. The Landlord will not supply any chattels.

Governing Law

44. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of South Carolina, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

45. If there is a conflict between any provision of this Lease and the applicable legislation of the State of South Carolina (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

46. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

47. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.

48. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

49. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.

50. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

51. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

52. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

53. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

54. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

55. The Tenant will not engage in any illegal trade or activity on or about the Premises.

56. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

57. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

Rules and Regulations

58. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

60. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

63. Time is of the essence in this Lease.

64. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 11th day of July, 2022

REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT ("Option") is made and entered into on 05/24/2022

BETWEEN:

<u>Bruno Raschio</u> **of 3401 NW 82nd Avenue, Suite 232, Doral, FL 33122**
Telephone: (786) 441-5994. Fax: 305-805-4778

(the "Seller/Landlord")

OF THE FIRST PART

- AND –

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

- AND –

Burgess-Brogdon, LLC of 220 Dingle St, Sumter, SC 29150, USA

(Collectively and individually the "Buyer/Tenant")

OF THE SECOND PART

WHEREAS Seller/Landlord is the fee owner of certain real property being. lying and located at **220 Dingle St, Sumter, SC 29150** (the "Property"). NOW. THEREFORE. for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement")signed between the parties and dated this same date of 05/24/2022 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. The Buyer/Tenant shall notify the Seller/Landlord in writing of the exercise of this option at least ten

(10) days prior to the expiration of the initial term of this Lease or the expiration of any extension thereof. by mail to the last-provided address of Seller/Landlord.
The parties hereto hereby agree as follows:

Seller/Landlord grants to Buyer/Tenant an option to purchase the leased property, together with all buildings and improvements on said real property, on terms and conditions as follow:

i. **Should the tenant/buyer choose to exercise this purchase option, the tenant/buyer will be responsible for all closing costs.**

ii. The Buyer/Tenant agrees to pay for said property the net price of **$493,348.00**

iii. **The Buyer/Tenant may exercise the purchase option after 2 years of payments.**

iv. The property shall also include all land. together with all improvements thereon. all appurtenant rights. privileges. and easements.

v. The Seller/Landlord shall convey marketable title to the property with the above-described inclusions, by good and sufficient General Warranty Deed in fee simple absolute. on or before closing: said title to be free. clear. and unencumbered except existing mortgages restrictions and easements of record. if any. Title to be conveyed to the Buyer/Tenant and/or assigns.

The Option will be exercised by mailing or delivering written notice to the Seller/Landlord prior to the expiration of this Option. Notice. if mailed will be by certified mail. postage prepaid. to the Seller/Landlord at the following address: **Bruno Raschio, 3401 NW 82nd Avenue. Suite 232. Doral. FL 33122: (786) 441-5994** and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

The Buyer/Tenant may not assign any rights under this Option separately from all of the Buyer/Tenant's other rights under this Lease. No assignment may be made without the Seller/Landlord's prior written consent.

The Seller/Landlord warrants to the Buyer/Tenant that the Seller/Landlord is the legal owner of the Premises and has the legal right to sell the Premises under the terms and conditions of this Lease.

If the Option is exercised. the following provisions will be applicable:

a. The Buyer/Tenant will take title to the Premises subject to any of the following exceptions (the "Permitted Exceptions"):

   i. real estate taxes not yet due at the time of closing.

   ii. covenants. conditions. zoning laws and ordinances. reservations. rights. public and private easements then on record. if any: and

iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Seller/Landlord upon the closing of this purchase.

b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 90 calendar days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Seller/Landlord.

c. Rents, real estate taxes and other expenses of the Premises will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Buyer/Tenant.

d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.

e. No later than 30 days from the exercise of this Option, the Seller/Landlord will provide the Buyer/Tenant the following documents (the "Seller Disclosure"):

   i. a property condition disclosure signed and dated by the Seller/Landlord.

   ii. a commitment for the policy of title insurance: and

   iii. written notice of any claims and/or conditions known to the Seller/Landlord relating to environmental problems or building or zoning code violations.

The Buyer/Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Premises and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Buyer/Tenant objects to any exceptions to the title, the Seller/Landlord will use all due diligence to remove such exceptions at the Seller/Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed all rights and obligations under this Option may, at the election of the Buyer/Tenant, terminate and end unless the Buyer/Tenant elects to purchase the Premises subject to such exceptions.

Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on ______________________________

Bruno Raschio (SELLER/LANDLORD)

____

TENANTS/BUYERS

____

Burgess Brogdon Building Supply & Subsidiary
Robert A Burgess, III

Appellants Exhibit No. 2

PENGAD 800-631-6989

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BETWEEN:

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Telephone: (786) 441-5994, Fax: 305-805-4778

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OF THE FIRST PART

- AND –

Burgess Brogdon Building Supply & Subsidiary of 220 Dingle St, Sumter, SC 29150, USA

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(10) days prior to the expiration of the initial term of this Lease or the expiration of any extension thereof. by mail to the last-provided address of Seller/Landlord.
The parties hereto hereby agree as follows:

Seller/Landlord grants to Buyer/Tenant an option to purchase the leased property, together with all buildings and improvements on said real property, on terms and conditions as follow:

i. **Should the tenant/buyer choose to exercise this purchase option, the tenant/buyer will be responsible for all closing costs.**

ii. The Buyer/Tenant agrees to pay for said property the net price of **$493,348.00**

iii. **The Buyer/Tenant may exercise the purchase option after 2 years of payments.**

iv. The property shall also include all land. together with all improvements thereon. all appurtenant rights. privileges. and easements.

v. The Seller/Landlord shall convey marketable title to the property with the above-described inclusions, by good and sufficient General Warranty Deed in fee simple absolute. on or before closing: said title to be free. clear. and unencumbered except existing mortgages restrictions and easements of record. if any. Title to be conveyed to the Buyer/Tenant and/or assigns.

The Option will be exercised by mailing or delivering written notice to the Seller/Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail. postage prepaid. to the Seller/Landlord at the following address: **Bruno Raschio, 3401 NW 82nd Avenue. Suite 232. Doral. FL 33122: (786) 441-5994** and will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

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The Seller/Landlord warrants to the Buyer/Tenant that the Seller/Landlord is the legal owner of the Premises and has the legal right to sell the Premises under the terms and conditions of this Lease.

If the Option is exercised. the following provisions will be applicable:

a. The Buyer/Tenant will take title to the Premises subject to any of the following exceptions (the "Permitted Exceptions"):

i. real estate taxes not yet due at the time of closing.

ii. covenants. conditions. zoning laws and ordinances. reservations. rights. public and private easements then on record. if any: and

iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Seller/Landlord upon the closing of this purchase.

b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 90 calendar days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Seller/Landlord.

c. Rents, real estate taxes and other expenses of the Premises will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Buyer/Tenant.

d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.

e. No later than 30 days from the exercise of this Option, the Seller/Landlord will provide the Buyer/Tenant the following documents (the "Seller Disclosure"):

   i. a property condition disclosure signed and dated by the Seller/Landlord.

   ii. a commitment for the policy of title insurance: and

   iii. written notice of any claims and/or conditions known to the Seller/Landlord relating to environmental problems or building or zoning code violations.

The Buyer/Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Premises and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Buyer/Tenant objects to any exceptions to the title, the Seller/Landlord will use all due diligence to remove such exceptions at the Seller/Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed all rights and obligations under this Option may, at the election of the Buyer/Tenant, terminate and end unless the Buyer/Tenant elects to purchase the Premises subject to such exceptions.

Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on ______________________________

Bruno Raschio (SELLER/LANDLORD)

____

TENANTS/BUYERS

____
Burgess Brogdon Building Supply & Subsidiary
Robert A Burgess, III

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE COURT OF THE
COUNTY OF SUMTER	)	Civil Case No.: 2023-CV-40 10103666
Grand Bay, LLC,	)	
Plaintiff,	)	
vs.	)	**AFFIDAVIT OF EUGENE WESTON**
Burgess Brogdon Building Supply and Subsidiary Burgess-Brogdon, LLC,	)	Appellants Exhibit NO. 3
Defendants.	)	PENGAD 800-631-6989

Personally appeared Eugene Weston who, upon being first duly sworn, deposes and says as follows:

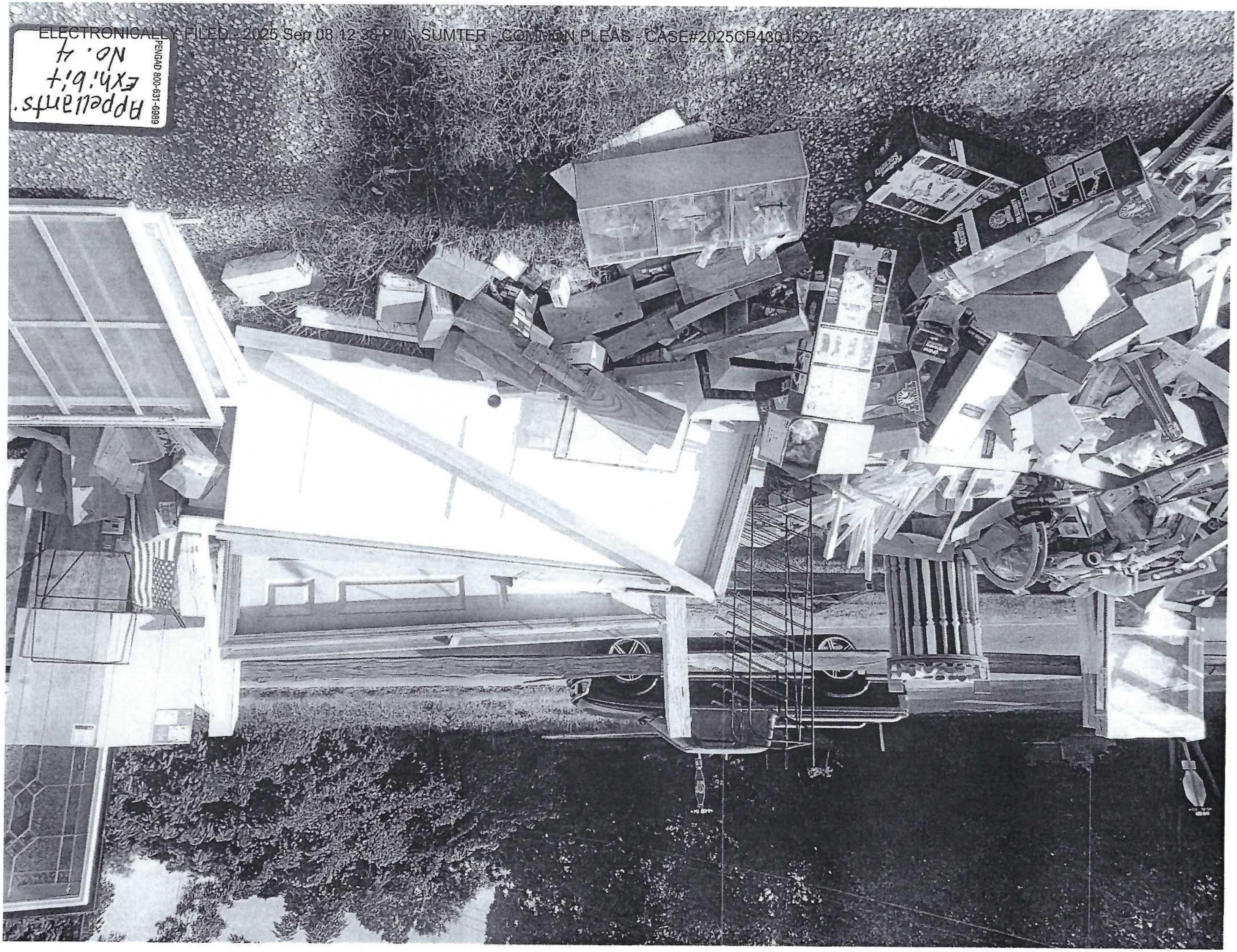
- My name is Eugene Weston, and I am the son-in-law of Robert (Bobby) Burgess, III.
- This company, Burgess Brogdon, began operations in 1945 with my grandfather being a founder.
- It has been in operation since that time here in Sumter, South Carolina.
- In 2022, we entered into a Lease with the Option to Buy Agreement with Grand Bay,
- LLC.
- The lease started on May 24, 2022 with payments being $4,933.48.
- In 2023, we were taken to Magistrate Court because we were behind two (2) payments.
- This Court ordered a bond. The bond was for two (2) times the rent with the option to buy payment. The monthly payments were $4,933.48. The bond doubled this amount to $9,866.96.
- The $9,866.96 payment amount was made from October 5, 2023 through June 9, 2025.
- From May, 2023 until June 2024 the amount paid was approximately $54,263.00.

- The total amount paid from the Agreement through June, 2025 is $261,449.00.
- The Lease with the Option to Buy is approximately $490,000.00.
- Because the payments were doubled from October 2023 to June 2025, an overage of approximately $55,000.00 was paid.
- On Friday, September 7, 2025, the alarm went off at 3:45 p.m., I was informed that the locks were being torn off of the building and that items from inside of the business were being placed on Dingle Street. This went on for several hours. Needless to say, that by Saturday morning, these items were gone.
- This continued on Saturday and by Sunday morning, all items were gone.
- Inside of the building were client information, credit card information, computers, displays, construction merchandise and other goods.
- I am unable to determine the damage done because of this.

Eugene Weston

Sworn to before me this 8th
Day of September, 2025.

_______________________________(L.S.)
Notary Public for South Carolina
My commission expires 7/21/30



PENGAD 800-631-6989
Appellants'
Exhibit
No. 4

PENGAD 800-631-6989

Apellants"
Exhibit
No. 5