

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

CIVIL ACTION NO.: 2026-CP-21-

Clayco, Inc.,

Plaintiff,

v.

AESC Florence, LLC,

Defendants.

VERIFIED SUMMONS

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Verified Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to said Verified Complaint upon the undersigned subscriber at Post Office Box 6648, Columbia, South Carolina 29260, within thirty (30) days after service upon you, exclusive of the day of such service; and if you fail to answer the Verified Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Verified Complaint.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

*s/*Everett A. Kendall, II

Everett A. Kendall II, SC Bar No. 8450

R. Cameron Stephenson, SC Bar No. 105862

Murphy & Grantland, P.A.

Post Office Box 6648

Columbia, SC 29260

(803) 782-4100

Attorneys for Clayco, Inc.,

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

CIVIL ACTION NO.: 2026-CP-21-

Clayco, Inc.,

Plaintiff,

v.

**VERIFIED COMPLAINT
(Jury Trial Demanded)**

AESC Florence, LLC,

Defendants.

Plaintiff Clayco, Inc., complaining of Defendant AESC Florence, LLC (hereinafter "AESC") would allege and show as follows:

GENERAL ALLEGATIONS

1. Clayco, Inc. (hereinafter "Clayco") is a corporation organized under the laws of the State of Missouri and with its principal place of business in Chicago, Illinois. Clayco is duly authorized to perform business in the State of South Carolina.
2. AESC Florence, LLC (hereinafter "AESC") is a limited liability company organized under the laws of the State of Delaware. Upon information and belief, AESC is a subsidiary of AESC Group, which is principally based in the State of Tennessee.
3. This matter arises from a project in Florence County, South Carolina to construct a large battery production facility, known as the AESC South Carolina Battery Plant (hereinafter the "Battery Plant").
4. On March 9, 2023, Clayco and AESC executed an AIA Document A141 – 2014, for the design and construction of the Battery Plant. A copy of the contract is attached as Exhibit A.

5. The contract between Clayco and AESC provided certain start and completion dates for the Battery Plant project, namely that substantial completion was to occur by June 1, 2025.

6. The Florence County Government (hereinafter the "County") agreed to lease premises of a certain piece of real estate, bearing address 1330 Estate Road, Florence, South Carolina (hereinafter "Subject Property"). The leased premises are described in Exhibit B to this Complaint.

7. The lease between the County and AESC was memorialized in a Memorandum of Ground Lease, dated March 22, 2024, which was recorded in Register of Deeds for Florence County at Book DMA 1093 and Pages 971-975. The Memorandum of Ground Lease is attached as Exhibit C to this Complaint.

8. The leased premises were the site of the Battery Plant project.

9. In a letter dated June 8, 2025, AESC notified Clayco of its suspension of the Battery Plant project.

10. At the time of suspension, AESC owed Clayco a significant amount of money. Additionally, Clayco was forced to expend further money to secure the Battery Plant project site, pay subcontractors, and wind down work.

11. AESC refused to compensate Clayco for any of these expenses, even though, per its contract with Clayco, it agreed to do so in the event of its unilateral suspension of the Battery Plant project.

12. Much of the Battery Plant project was completed by the time of the suspension. Clayco had performed each and every obligation under its contract with AESC prior to AESC's unilateral suspension.

13. To date, AESC owes Clayco a sum certain amount of Twenty-Six Million, Two Hundred Thirteen Thousand, Eight Hundred Seventy-Five and 80/100 (\$26,213,875.80) Dollars, plus attorney's fees and interest, which is enumerated in the Verified Statement of Account attached as Exhibit D to this Complaint.

FOR A FIRST CAUSE OF ACTION
(Foreclosure of Mechanic's Lien as to AESC's Leasehold Interest)

14. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

15. AESC holds a leasehold interest in certain real property, located 1330 Estate Road, Florence, South Carolina, and more particularly described in Exhibit B and Exhibit C.

16. Clayco provided materials, labor, and equipment as a general contractor to AESC for the Battery Plant project.

17. Clayco has not received \$26,213,875.80, which is owed.

18. Clayco last provided materials, labor, and/or equipment at the Subject Property on or about January 16, 2026.

19. AESC continues to retain the benefit of the materials, labor, and equipment furnished by Clayco because of its leasehold interest in the Subject Property.

20. Clayco is a laborer and materialman as defined in S.C. Code Ann. § 29-5-10, § 29-5-20, and/or §29-5-26.

21. Clayco properly filed a Notice of Mechanic's Lien with the Florence County Register of Deeds and/or the Florence County Clerk of Court within ninety days of last providing materials, labor, or equipment to the Subject Property. A copy of the Filed Notice of Lien is attached as Exhibit E to this Complaint.

22. Clayco has performed all conditions precedent before seeking foreclosure of its lien.

23. Clayco is not seeking foreclosure of the County's fee interest in the Subject Property, only the leasehold interest of AESC.

24. Therefore, Clayco hereby moves this Court for an order directing AESC's leasehold in the Subject Property described in Exhibit B and Exhibit C to be sold according to law and practice of this Court, with such proceeds of the sale applied as follows:

- a. First, to the costs and expenses of this action and said sale;
- b. Second, to the payment and discharge amount due to Clayco in the amount of **Twenty-Six Million, Two Hundred Thirteen Thousand, Eight Hundred Seventy-Five and 80/100 (\$26,213,875.80);**
- c. Third, payment of all associated and/or reasonable attorneys' fees and costs incurred by Clayco with the filing and prosecution of this action; and,
- d. For such other and further relief as may be just and proper.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

25. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

26. There is a valid contract between Clayco and AESC. The contract was for the design and construction of the Battery Plant project, to include manufacturing, office and storage space, related site utilities, on-site infrastructure, parking and paving.

27. All the conditions precedent to Clayco's enforcement of its contract with AESC have been satisfied.

28. AESC materially breached the contract by failing to render payment to Clayco for its work, labor, materials, and equipment at the Battery Plant project, for its payment to subcontractors, its costs associated with AESC's unilateral suspension of the contract, and other breaches to be shown.

29. AESC's breaches caused Clayco damages in a sum certain amount of **Twenty-Six Million, Two Hundred Thirteen Thousand, Eight Hundred Seventy-Five and 80/100 (\$26,213,875.80)**. Per its contract with Clayco, AESC is also liable for reasonable attorneys' fees and costs incurred by Clayco in this action.

30. Clayco is entitled to a judgment for the sum certain amount of \$26,213,875.80, pre-judgment interest, post-judgment interest, and reasonable attorneys' fees and costs.

FOR A THIRD CAUSE OF ACTION
(Unjust Enrichment/Quantum Meruit)

31. Each and every allegation set forth above is realleged and reasserted as if set forth verbatim herein.

32. Clayco provided materials, labor, and equipment as required by its agreement with AESC. Clayco also incurred costs in payment to its subcontractors and other costs associated with securing the Battery Project site after AESC's unilateral suspension of its contract with Clayco.

33. AESC has received the economic benefits of the materials, labor, equipment, and other costs from Clayco.

34. AESC has been unjustly enriched and should pay restitution in such an amount which returns Clayco to the status quo.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. Entry of an award of damages in favor of Plaintiff Clayco, Inc. against Defendant AESC Florence, LLC for a sum certain amount of \$26,213,875.80;

2. Entry of an award of damages in favor of Plaintiff Clayco, Inc. against Defendant AESC Florence, LLC for actual and consequential damages for its provision of the replacement door per its contractual terms;

3. Alternatively, entry of an award in favor of Plaintiff Clayco, Inc. and against Defendant AESC Florence, LLC in an amount necessary to prevent Defendant AESC Florence, LLC from being unjustly enriched;

4. That Plaintiff Clayco, Inc. be awarded the costs of this action, including reasonable attorneys' fees, incurred in fully pursuing this action permitted by law and its contract with Defendant AESC Florence, LLC;

5. That the Court enforce the Mechanic's Lien in the amount of \$26,213,875.80 and direct a sale Defendant AESC Florence, LLC's leasehold for the Subject Property subject to the Mechanic's Lien (not to include Florence County's fee interest in the Subject Property), such that the proceeds from the sale be used to satisfy the debt due Plaintiff Clayco, Inc. for the unpaid labor and materials provided to the Subject Property;

6. The Court award Plaintiff Clayco, Inc. statutory pre-judgment interest of 8.75% per annum on a sum certain amount \$26,213,875.80;

7. The Court award post-judgment interest at the statutory rate;

8. For trial by jury on all issues so triable; and,

9. That Plaintiff Clayco, Inc. be granted such other and further relief as the Court deems just and equitable.

Signature Page to Follow

Respectfully submitted,

MURPHY & GRANTLAND, P.A.

s/Everett A. Kendall, II

Everett A. Kendall II, SC Bar No. 8450

R. Cameron Stephenson, SC Bar No. 105862

Murphy & Grantland, P.A.

Post Office Box 6648

Columbia, SC 29260

(803) 782-4100

Attorneys for Clayco, Inc.,

VERIFICATION OF COMPLAINT

PERSONALLY APPEARED before me, Anthony Johnson, who being duly sworn,
deposes and says:

1. I am over the age of 18 and freely make this Verification.
2. I am the Chief Executive Officer of Clayco, Inc., the Plaintiff, in the foregoing action.
3. I have read the within Complaint, and that the facts are true of my own knowledge, except those matters and things therein alleged upon information and belief, and as to those, I believe them to be true.

Signature: _____

Anthony Johnson

SWORN to before me this 14th day
of July 2026

Irma L. Castaneda (SEAL)

Notary Public for Illinois

Printed Name of Notary: Irma Castaneda

My Commission Expires: 3.27.2030

