

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

GRAYBAR ELECTRIC COMPANY, INC.,

Civil Division

Plaintiff,

vs.

CASE NO.

TMRW SPORTS, INC., and
PURSELL SOUTHERN, INC.,

Defendants.

COMPLAINT

Plaintiff, GRAYBAR ELECTRIC COMPANY, INC. (hereinafter "Plaintiff"), by and through its undersigned counsel, sues the Defendants, TMRW SPORTS, INC. (hereinafter "TMRW"), and PURSELL SOUTHERN, INC. (hereinafter "PURSELL"), and alleges:

1. This is an action for foreclosure of a construction lien, and for damages in excess of \$50,000.00, and within jurisdiction of this Court.
2. The Plaintiff is a foreign corporation that is duly authorized to conduct business in the above jurisdiction.
3. The Defendant, TMRW, is a foreign corporation, that conducts and has conducted business in Palm Beach County, Florida, and for purposes of this case, has at all times done business within the jurisdiction of this Court.
4. The Defendant, PURSELL, is a Florida corporation, that conducts business in Palm Beach County, Florida, and for purposes of this case, has at all times done business within the jurisdiction of this Court.
5. Jurisdiction and venue are proper with this Court because this case stems

from a construction project located in Palm Beach County, Florida.

6. All conditions precedent to the filing of this action have been performed or have occurred.
7. Plaintiff has retained the services of the undersigned law firm for the filing of this action and Plaintiff is obligated to pay said undersigned law firm for their services.
8. All payments due to the Plaintiff from the Defendants, TMRW and PURSELL were and are due and payable at Plaintiff's place of business as described in the annexed exhibits to this Complaint.
9. The Plaintiff is entitled to and hereby requests the Court to award the Plaintiff prejudgment interest on all liquidated sums found due and owing the Plaintiff.

COUNT I - LIEN FORECLOSURE

10. Plaintiff hereby realleges and incorporates the allegations contained in paragraphs 1 through 9 above.
11. This is an action to enforce a materialman's lien pursuant to Florida Statutes Chapters 713 and 85.
12. At all times material hereto Defendant, TMRW, was the owner of the following described real property whose address and legal description is as follows: 2961 RCA BOULEVARD, PALM BEACH GARDENS, FLORIDA, "TMRW SPORTS, CONSTRUCTION OF BROADCAST STUDIO AND ASSOCIATED INFRASTRUCTURE, BALL FIELD AT PALM BEACH STATE COLLEGE, GARDEN CAMPUS", Parcel Number 52-43-42-05-00-000-7030,

a portion of land lying in Sections 5 and 6 Township 42 South Range 43 East, and being more particularly described in Notice of Commencement recorded in Book 34943 Page 1256 Public Records Palm Beach County, Florida, and hereinafter described as the "real property".

13. On April 11, 2024, TMRW recorded its Notice of Commencement for improvement to the real property. A copy of such Notice of Commencement is attached hereto as Exhibit "A".
14. TMRW and BARR AND BARR, INC. (hereinafter "BARR"), entered into a prime contract ("the Contract") for improvement of the real property. Plaintiff does not have a copy of the Contract.
15. BARR is not a party to this lawsuit.
16. BARR and PURSELL entered into a Subcontract to perform electrical services and provide electrical materials to the real property. Plaintiff does not have a copy of the Subcontract.
17. PURSELL ordered materials from Plaintiff, for use in the improvement of the real property. A copy of all invoices submitted by Plaintiff to PURSELL for all of said materials that are the subject matter of this lawsuit are attached hereto as Composite Exhibit "B".
18. Plaintiff furnished said ordered materials at the real property, which materials were used in the improvements to the real property.
19. On or about July 24, 2024, Plaintiff served its Notice to Owner on TMRW, and served a copy on BARR and PURSELL. A copy of said Notice to Owner is attached hereto as Exhibit "C".

20. Defendants, TMRW and PURSELL and non-party BARR have failed to pay Plaintiff for said materials. All conditions precedent to payment have been performed or have occurred.
21. Because of non-payment, the Plaintiff recorded its Claim of Lien on September 22, 2025, in the Public Records of Palm Beach County, Florida, a copy being attached hereto as Exhibit "D".
22. Plaintiff served a copy of said Claim of Lien for the sum of \$50,527.38, on TMRW, BARR and PURSELL, pursuant to Section 713.18 within 15 days of recording.
23. The outstanding balance due Plaintiff, with accrued interest, constitutes a valid lien on the real property.

WHEREFORE, the Plaintiff prays that this Court:

1. Recognize Plaintiff's lien claim in the amount found to be due as of the Notice of Commencement, plus interest, costs, and attorney's fees.
2. Render personal money judgment against Defendants, TMRW and PURSELL.
3. Order the property sold free and clear of the interests of any parties in interest including the Defendants, TMRW and PURSELL.
4. Award legal fees to Plaintiff pursuant to F.S. 713.29 as a result of having to file this action.
5. Order for such other and further relief as may be just and proper.

COUNT II - ACCOUNT STATED VERSUS PURSELL

24. Plaintiff hereby realleges and incorporates the allegations contained in Paragraphs 1 through 23 above.
25. On or about October 31, 2023, PURSELL completed a credit application to obtain Equipment from Plaintiff. See Exhibit "E" attached hereto and incorporated herein.
26. From that time forward, Plaintiff and PURSELL had an on going business relationship whereby PURSELL would order Equipment from Plaintiff, and Plaintiff would supply PURSELL with this Equipment ordered.
27. PURSELL refuses to maintain payments for the equipment supplied, as evidenced by the invoices submitted by Plaintiff to PURSELL, and attached hereto as Exhibit "B".
28. Plaintiff has agreed to pay its counsel a reasonable fee for their services. Plaintiff is entitled to be paid attorney's fees in accordance with the terms in the credit application.
29. Before the institution of this action, Plaintiff and PURSELL had certain business transactions between them and on August 13, 2025, they agreed to the resulting balance.
30. PURSELL owes Plaintiff the sum of \$50,527.38, that is due with interest thereon since August 13, 2025, according to the attached invoices (Exhibit "B").

WHEREFORE, Plaintiff demands judgment against PURSELL for damages, plus interest, costs and reasonable attorney's fees.

COUNT III- OPEN ACCOUNT VERSUS PURSELL

31. Plaintiff reasserts and realleges each of the allegations contained in paragraphs 1 through 30 above.
32. PURSELL owes Plaintiff the sum of \$50,527.38, that is due with interest thereon since August 13, 2025, according to the attached invoices. (Exhibit "B").

WHEREFORE, Plaintiff demands judgment against PURSELL for damages, plus interest, costs and reasonable attorney's fees.

COUNT IV - GOODS SOLD VERSUS PURSELL

33. Plaintiff reasserts and realleges each of the allegations contained in Paragraphs 1 through 30 above.
34. Plaintiff sold and delivered to PURSELL goods as set forth on the invoices evidenced by Exhibit "B" attached hereto and made a part hereof.
35. PURSELL has failed and refused to pay the Plaintiff the amount due and bargained for as to the goods furnished and delivered to PURSELL, by the Plaintiff, despite repeated demands and requests.
36. PURSELL now owes Plaintiff the sum of \$50,527.38, plus interest since August 13, 2025.

WHEREFORE, Plaintiff demands judgment against the Defendant, PURSELL, for damages, plus interest, costs and reasonable attorney's fees.

COUNT V - EQUITABLE RELIEF - UNJUST ENRICHMENT VERSUS TMRW

37. Plaintiff reasserts and realleges each of the allegations contained in Paragraphs 1 through 23 above.
38. Plaintiff conferred upon TMRW a benefit which was in fact appreciated by TMRW.
39. TMRW accepted the benefits bestowed upon same by Plaintiff which would lead a reasonable man to believe that TMRW not only accepted the benefits conferred upon same, but that under the circumstances TMRW assented to re-pay the Plaintiff as a result.
40. By virtue of the circumstances surrounding the request for equipment made upon the Plaintiff, and Plaintiff's having delivered the equipment requested, TMRW, knowingly received the equipment from the Plaintiff and knowingly and voluntarily accepted the benefits bestowed upon same by Plaintiff.
41. It would be inequitable for this Court to allow TMRW to retain the benefits of the equipment or to be unjustly enriched at the expense of the Plaintiff or allow TMRW to retain the value of the equipment in issue without paying the Plaintiff the value of same.

WHEREFORE, all premises considered, the Plaintiff herein demands that this Honorable Court enter a judgment against TMRW in the amount of \$50,527.38, all accrued interest and court costs, on each cause of action asserted herein above for the reasons set forth in each cause of action.

COUNT VI - EQUITABLE RELIEF - UNJUST ENRICHMENT VERSUS PURSELL

42. Plaintiff reasserts and realleges each of the allegations contained in Paragraphs 1 through 30 above.
43. Plaintiff conferred upon PURSELL a benefit which was in fact appreciated by PURSELL.
44. PURSELL accepted the benefits bestowed upon same by Plaintiff which would lead a reasonable man to believe that PURSELL not only accepted the benefits conferred upon same, but that under the circumstances PURSELL assented to re-pay the Plaintiff as a result.
45. By virtue of the circumstances surrounding the request for equipment made upon the Plaintiff by PURSELL, and Plaintiff's having delivered the equipment requested, PURSELL, knowingly received the equipment from the Plaintiff and knowingly and voluntarily accepted the benefits bestowed upon same by Plaintiff.
46. It would be inequitable for this Court to allow PURSELL to retain the benefits of the equipment or to be unjustly enriched at the expense of the Plaintiff or allow PURSELL to retain the value of the equipment in issue without paying the Plaintiff the value of same.

WHEREFORE, all premises considered, the Plaintiff herein demands that this Honorable Court enter a judgment against TMRW in the amount of \$50,527.38, all accrued interest and court costs, on each cause of action asserted herein above for the reasons set forth in each cause of action.

RESPECTFULLY SUBMITTED,

LAW OFFICE OF PERRY D. MONIOUDIS, P.A.
1398 S.W. 160th Avenue, Suite 102
Weston, Florida 33326
Phone: (754) 206-6100

BY: /s/ Perry D. Monioudis, Esq.
PERRY D. MONIOUDIS, ESQ.
FLORIDA BAR NO. 868930
perry@monioudislaw.com

NOT A CERTIFIED COPY

EXHIBIT “A”

NOT A CERTIFIED COPY

Instrument Prepared By:
Name: Katie Fitzpatrick
Address: 807 S Orlando Ave Ste J
Winter Park FL 32789

CFN 20240127333
OR BK 34943 PG 1256
RECORDED 4/11/2024 8:44 AM
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pg. 1256 - 1257 (2pgs)

PERMIT NUMBER: 04-0300-NEW-2023

STATE OF: Florida

NOTICE OF COMMENCEMENT

TAX ID/ID NO: 52-43-42-05-00-000-7030

COUNTY OF: Palm Beach

The undersigned hereby gives notice that improvements will be made to certain real property and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. DESCRIPTION OF PROPERTY (Legal description of the property & street address, if available) Legal Description: _____
See attached labeled Exhibit A

2. GENERAL DESCRIPTION OF IMPROVEMENT: Construction of broadcast studio and associated infrastructure

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:

a. Name and address: TMRW SPORTS, INC., 807 S Orlando Ave STE J, Winter Park, FL 32789

b. Interest in property: Lessee

c. Name and address of the single direct holder (if different from Owner listed above): NA

4. a. CONTRACTOR: Name & Address Barr and Barr Inc 2002 North Lois Ave Ste 270 Tampa, FL 30839

b. Phone number: 813-591-4545

5. SURETY (if applicable, a copy of the payment bond is attached) a. Name and address: NA

b. Phone number: _____ c. Amount of bond: \$ _____

6. a. LENDER: Name and address: NA

b. Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(4), Florida Statutes:

a. Name and address: Katie Fitzpatrick, 807 S Orlando Ave Ste J, Winter Park, FL 32789

b. Phone numbers of designated persons: 352-400-2159

8. a. In addition to himself or herself, Owner designates Maria O'Donnell of PuraPM to receive a copy of the Lender's Notice as provided in Section 713.13(1)(b), Florida Statutes

b. Phone number of person or entity designated by Owner: 312-919-2173

9. Expiration date of notice of commencement (the expiration date will be 1 year after the date of recording, unless a different date is specified) _____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORRING YOUR NOTICE OF COMMENCEMENT.

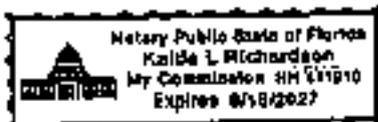
Katie Fitzpatrick
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

Katie Fitzpatrick, CFO
(Print Name and Provide Signatory's Title/Office)

The foregoing instrument was acknowledged before me by means of physical presence or (or all) (med) by online notarization.

this 8th day of April, 2024 by Katie Fitzpatrick
(name of person)

as CFO for TMRW SPORTS, Inc
(type of authority, e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)



Kaitie L. Richardson
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification Type of Identification Produced _____

EXHIBIT "A"

**LEGAL DESCRIPTION
OF
10.672-ACRE LEASE IN BALL FIELD AT
PALM BEACH STATE COLLEGE - GARDENS CAMPUS**

Being a parcel of land located in the south half of Sections 5 and 6, Township 42 South, Range 43 East, Palm Beach Gardens, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the southwest corner of said Section 5; thence North $01^{\circ}24'50''$ East (State Plane Grid Bearing Datum), along the west line of Section 5, a distance of 200.00 feet to the POINT OF BEGINNING; thence South $88^{\circ}35'10''$ East, perpendicular to the previous course, 180 feet; thence North 80° East, 125.00 feet; thence North 85° East, 130.00 feet; thence North 54° East, 71.25 feet; thence North 10° East, 78.33 feet; thence North $01^{\circ}24'50''$ East parallel with the west line of Section 5, a distance of 580.00 feet; thence North $88^{\circ}35'10''$ West, perpendicular to the previous course, 670.00 feet; thence South $01^{\circ}24'50''$ West parallel with the west line of Section 5, a distance of 480.00 feet; thence South $45^{\circ}08'03''$ East, 130.86 feet; thence South $01^{\circ}24'50''$ West, parallel with the west line of Section 5, a distance of 170.00 feet; thence South $88^{\circ}35'10''$ East, perpendicular to the previous course, 75.00 feet to the POINT OF BEGINNING.

Described parcel contains 10.672 acres, more or less.

**COMPOSITE
EXHIBIT “B”**

NOT A CERTIFIED COPY



INVOICE

Invoice Conditions Please Call
561-472-3800

Remit to:
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403082
ATLANTA GA 30384-3082

Invoice No: 9342004153
Invoice Date: 05/12/2025
Account Number: JPB084425
Account Name: PURSELL SOUTHERN/TMRW

Bill To:
PURSELL SOUTHERN
13824 70TH TRL N
WEST PALM BEACH FL 33418-7401
USA

Ship To:
PURSELL SOUTHERN/TMRW SPORTS
TMRW SPORTS
2961 RCA BLVD
PALM BEACH GARDENS FL 33410
USA

PO # : TMRW POLES SO#: 387871118

Del. Doc. #:	PRQ #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
387871118			05/08/2025	FACTORY		
Ordered By: Dreonna McKay						
Quantity	Catalog # / Description	Unit Price / Unit			Amount	
4	348/25# POLE UTILITIES STRUCTURES INC - FLORIDA	1,678.83	/	1	0	6,707.32
Inbound Freight					#	1,184.78

- Indicates Taxable Item

Terms of Payment 15 days from net 15th day As a condition of the sales agreement, a monthly service charge of the amount of 1.5% on the amount permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at points of purchase only.	Sub Total:	7,892.08
	Freight:	0.00
	Handling:	0.00
	Tax:	523.52
	Total Due:	8,415.60
	Cash Discount(If paid within terms):	67.07-



INVOICE

Invoice (Optional) Please Call
561-472-3900

Remit to
GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403082
ATLANTA GA 30384-3062

Invoice No: 9342253164
Invoice Date: 05/30/2025
Account Number: JPS084425
Account Name: PURSELL SOUTHERN/TMRW

Bill To:
PURSELL SOUTHERN
15924 70TH TRL N
WEST PALM BEACH FL 33418-7401
USA

Ship To:
PURSELL SOUTHERN/TMRW SPORTS
TMRW SPORTS
Kerwin Mckoy 561-566-4254
2961 RCA BLVD
PALM BEACH GARDENS FL 33410
USA

PO #: TMRW WORLD MTS SO#: 388316293

Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
388316293			05/17/2025	FACTORY		

Ordered By: Dreonna Mckoy

Quantity	Catalog # / Description	Unit Price / Unit	Amount
1	INV 1827807 ASCO POWER TECHNOLOGIES	19,135.80 / 1 #	19,135.80
Consisting of:			
1	J03MTSA30400000M S300 D-FR ATS MANUAL OPN 3P 400A 3R		
1	J03MTSA30400000M S300 D-FR ATS MANUAL OPN 3P 400A 3R		

- Indicates Taxable Item

Terms of Payment 15 days from net 15th from. As a condition of the sales agreement, a monthly service charge of the lesser of 1.5% or one percent permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	19,135.80
	Freight:	0.00
	Handling:	0.00
	Tax:	1,198.15
	Total Due:	20,333.95
	Cash Discount (if paid within terms):	191.36-



Remit To:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 403082
 ATLANTA GA 30384-3062

CREDIT MEMO

Invoice Question Please call
561-472-3800

Invoice No: 9300329623
 Invoice date: 07/23/2025
 Account Number: XXXXXXXXXX
 Account Name: PURSELL SOUTHERN

Bill To:
 PURSELL SOUTHERN
 15824 70TH TRL N
 WEST PALM BEACH FL 33418-7401
 USA

Ship To:
 PURSELL SOUTHERN
 15824 70TH TRL N
 WEST PALM BEACH FL 33418-7401
 USA

PO #: TMRW SPORTS SO#: 6000014650

Del. Doc.	PRO	Routing	Date Shipped	Shipped from	F.O.B	Rt.To
8900015039		WHSE CUST RETURN	07/22/2025	POMPANO BEACH, FL		

Signed/Ordered By: Kerwin Mckoy

Quantity	Catalog # / Descriptions	Unit Price / unit	Amount
1	LT300 COOPER CROUSE-HINDS DIVISION 3-IN STR L/T CONN Restocking Fee 0.00 %	15,366.83 / 100	153.67 0.00
1	LT200 COOPER CROUSE-HINDS DIVISION 2-IN STR L/T CONN Restocking Fee 0.00 %	2,542.11 / 100	25.42 0.00
1	CPR7 COOPER CROUSE-HINDS DIVISION 2 1/2 RGD CMP CONN Restocking Fee 0.00 %	9,591.46 / 100	95.91 0.00
11	LT250 COOPER CROUSE-HINDS DIVISION 2-1/2 STR L/T CONN Restocking Fee 0.00 %	9,530.15 / 100	1,048.32 0.00

Terms of payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	1,323.32-
	Freight :	0.00
	Handling :	0.00
	Tax:	0.00
	Total Credit DO NOT PAY:	1,323.32-
	Cash Discount(if paid within terms):	13.23



Remit To:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 403062
 ATLANTA GA 30384-3062

CREDIT MEMO

Invoice Question Please call 561-472-3800
--

Invoice No: 9300421482
 Invoice date: 07/30/2025
 Account Number: JP9084425
 Account Name: PURSELL SOUTHERN/
 TMRW SPORTS

Bill To:
 PURSELL SOUTHERN
 15824 70TH TRL N
 WEST PALM BEACH FL 33418-7401
 USA

Ship To:
 PURSELL SOUTHERN/TMRW SPORTS
 TMRW SPORTS
 2961 RCA BLVD
 PALM BEACH GARDENS FL 33410
 USA

PO #: TMRW WORLD MTS						SO#: 6000019889	
Del. Doc.	PRO	Routing	Date Shipped	Shipped from	F.O.B	Rt.To	
8900021409		CUST. RETURN	07/30/2025	WEST PALM BEACH, FL			
Signed/Ordered By: LAYKIN							
Quantity	Catalog # / Descriptions			Unit Price / unit	Amount		
1	J03MTSA30400000M ASCO POWER TECHNOLOGIES S300 D-FR ATS MANUAL OPN 3P 400A 3R			9,396.05 / 1	9,396.05		
	Restocking Fee 25.00 -%				2349.01 -		
Terms of payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.				Sub Total:		7,047.04-	
				Freight :		0.00	
				Handling :		0.00	
				Tax:		0.00	
				Total Credit DO NOT PAY:		7,047.04-	
				Cash Discount(if paid within terms):		70.47	

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Remit To:
 GRAYBAR ELECTRIC COMPANY, INC.
 PO BOX 403062
 ATLANTA GA 30384-3062

INVOICE

Invoice Question Please call
 561-472-3800

Invoice No: **9300614094**
 Invoice date: 08/13/2025
 Account Number: JP9084425
 Account Name: PURSELL SOUTHERN/
 TMRW SPORTS

Bill To:
 PURSELL SOUTHERN
 15824 70TH TRL N
 WEST PALM BEACH FL 33418-7401
 USA

Ship To:
 PURSELL SOUTHERN/TMRW SPORTS
 TMRW SPORTS
 2981 RCA BLVD
 PALM BEACH GARDENS FL 33410
 USA

PO #: TMRW SPORTS #E3Q ASCO SO#: 387530481

Del. Doc.	PRO	Routing	Date Shipped	Shipped from	F.O.B	Rt.To
387530481			07/23/2025	FACTORY		

Signed/Ordered By: Kerwin Mckoy

Quantity	Catalog # / Descriptions	Unit Price / unit	Amount
1	LOT ASCO 1840830 ASCO POWER TECHNOLOGIES	36,725.00 / 1 #	36,725.00
3	3QCNCNA31200N0XF 171QC ASCO POWER SERVICES INC		

Terms of payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	36,725.00
	Freight :	0.00
	Handling :	0.00
	Tax:	2,253.50
	Total Due:	38,978.50
	Cash Discount(if paid within terms):	367.25-

NOT A CERTIFIED COPY



Remit To:

GRAYBAR ELECTRIC COMPANY, INC.
PO BOX 403062
ATLANTA GA 30384-3062

CREDIT MEMO

Bill To:

PURSELL SOUTHERN
15824 70TH TRL N
WEST PALM BEACH FL 33418-7401
USA

Invoice Question Please call
561-472-3800

Invoice No: 9300760265
Invoice date: 08/25/2025
Account Number: [REDACTED]
Account Name: PURSELL SOUTHERN

Ship To:
PURSELL SOUTHERN/TMRW SPORTS
TMRW SPORTS
2981 RCA BLVD
PALM BEACH GARDENS FL 33410
USA

PO #: TMRW SPORTS #E3Q SO#: 6000033486

Del. Doc.	PRO	Routing	Date Shipped	Shipped from	F.O.B	Rt.To
8900036700		GBTRUCK PICKUP	08/25/2025	WEST PALM BEACH, FL		

Signed/Ordered By: Breann Gonzalez scha

Quantity	Catalog # / Descriptions	Unit Price / unit	Amount
1	3QCNCAA31200N0XF 171QC ASCO POWER SERVICES INC	11,773.75 / 1	11,773.75
	Restocking Fee 25.00 -%		2943.44 -

Terms of payment 1% 10th Prox., net 15th Prox. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Sub Total:	8,830.31-
	Freight :	0.00
	Handling :	0.00
	Tax:	0.00
	Total Credit DO NOT PAY:	8,830.31-
	Cash Discount(if paid within terms):	88.30

NOT A CERTIFIED COPY

EXHIBIT “C”

NOT A CERTIFIED COPY

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

JULY 24, 2024

**NOTICE TO OWNER
NOTICE TO CONTRACTOR**

9407109206017008937454

9407109206017008937454
9407109206017008937471

TO: (Owner)

9407109206017008937454
TMRW SPORTS INC
/KATIE FITZPATRICK
807 S ORLANDO AVE STE J
WINTER PARK FL 32789

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

ELECTRICAL AND COMMUNICATION MATERIALS

for the improvement of real property identified as:

2961 RCA BOULEVARD, PALM BEACH GARDENS, FLORIDA, "TMRW SPORTS, CONSTRUCTION OF BROADCAST STUDIO AND ASSOCIATED INFRASTRUCTURE, BALL FIELD AT PALM BEACH STATE COLLEGE, GARDENS CAMPUS", PARCEL NUMBER 52-43-42-05-00-000-7030, A PORTION OF LAND LYING IN SECTIONS 5 AND 6 TOWNSHIP 42 SOUTH RANGE 43 EAST, AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 34943 PAGE 1256 PUBLIC RECORDS PALM BEACH COUNTY, FLORIDA. NOC EXPIRES ON 04/11/25.

under an order given by: PURSELL SOUTHERN

Florida law prescribes the serving of this notice and restricts your rights to make payment under your contract in accordance with Section 713.06, Florida Statutes. In the event that the contract for improvements is bonded pursuant to Section 255.05, 713.23, 713.245 or 337.18 Florida Statutes, Title 40 U.S.C. Section 3131, et seq., or any other form of bond, the undersigned intends to look to that bond for protection and payment. The undersigned requests a copy of the payment bond and a copy of any direct contracts pertaining to the improvements for this project and agrees to pay reasonable copy costs for such copy.

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your property or provide Materials and are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or materials suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment. **EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.**

PROTECT YOURSELF:

→RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

→LEARN more about the Construction Lien Law, Chapter 713, Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

COPIES TO:

9407109206017008937478 (GenCont)
BARR & BARR INC
2002 N LOIS AVE STE 270
TAMPA FL 33607

(Under Order Given by)
PURSELL SOUTHERN
15824 70TH TRL N
WEST PALM BEACH FL 33418

9407109206017008937461 (DESIGNATED)
PUREPM
/MIKE O'DONNELL
539 5TH AVE S STE 426
NAPLES FL 34102

BY: SABRINA BUCKLEY

ZoomLien (813)289-8894

Any demand made pursuant to Section 713.16, Florida's Statutes,
must be directed to the attention of the Lienor's representative
at the address listed below.

As Authorized Agent for Lienor:

GRAYBAR ELECTRIC COMPANY INC
8132594203 Jeremy.Silverman@Graybar.com
ATTN: CUSTOMER FINANCIAL SERVICES
4507 Oak Fair Boulevard
Tampa FL 33610
(REF #:JP9084425)

2988757

Resend# 1

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EXHIBIT “D”

NOT A CERTIFIED COPY

This document prepared by
and should be returned to:
GRAYBAR ELECTRIC CO INC
C/O Patrick Dreistadt
2400 S. DIVISION AVE
ORLANDO, FL 32805
407-941-4820

WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

AMENDED CONSTRUCTION LIEN

STATE OF FLORIDA
COUNTY OF ORANGE
RECORDED IN PALM BEACH COUNTY

BEFORE ME, the undersigned notary public personally appeared PATRICK DREISTATT, who, was duly sworn and says that he is the Financial Manager of GRAYBAR ELECTRIC CO, INC, Lienor, whose address is 2400 South Division Avenue, Orlando, Florida 32805, and that in accordance with a contract with PURSELL SOUTHERN, Lienor furnished construction materials consisting of **electrical and communication materials** on the following described real property in PALM BEACH COUNTY, FLORIDA, to wit:

2961 RCA BOULEVARD, PALM BEACH GARDENS, FLORIDA, "TMRW SPORTS, CONSTRUCTION OF BROADCAST STUDIO AND ASSOCIATED INFRASTRUCTURE, BALL FIELD AT PALM BEACH STATE COLLEGE, GARDENS CAMPUS", PARCEL NUMBER 52-43-42-05-00-000-7030, A PORTION OF LAND LYING IN SECTIONS 5 AND 6 TOWNSHIP 42 SOUTH RANGE 43 EAST, AND BEING MORE PARTICULARLY DESCRIBED IN NOTICE OF COMMENCEMENT RECORDED IN OR BOOK 34943 PAGE 1256 PUBLIC RECORDS PALM BEACH COUNTY, FLORIDA.

Owned by:

TMRW SPORTS INC
/KATIE FITZPATRICK
807 S ORLANDO AVE STE J
WINTER PARK FL 32789

For a total value of \$1,175,450.90 of which there remains unpaid \$50,527.38 and furnished the first of the items on August 30, 2024 and the last of the items on August 13, 2025 and that the Lienor served its Notice to Owner TMRW SPORTS INC /KATIE FITZPATRICK on September 3, 2024 by United States Postal Service Certified Mail, and that the lienor served a copy of the

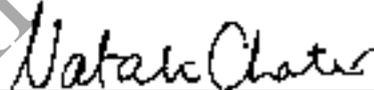
This document prepared by
and should be returned to:
GRAYBAR ELECTRIC CO INC
C/O Patrick Dreistadt
2400 E. DIVISION AVE
ORLANDO, FL 32805
407-841-4810

notice on the contractor on July 29, 2024 by United States
Postal Service Certified Mail.
Signed, sealed and delivered GRAYBAR ELECTRIC COMPANY, INC.
In the presence of:



Print Name: Patrick Dreistadt, FINANCIAL MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME, by Patrick Dreistadt as
Financial Manager of Graybar Electric Company, Inc., a New York
corporation, on behalf of the corporation, who is personally
known to me or produced _____ as
identification, and who did take an oath, this 22 day of
September, ~~2022~~
2023.


Notary Public-State of Florida
My Commission Expires:

Copy provided to:

TMRW SPORTS INC
/KATIE FITZPATRICK
807 S ORLANDO AVE STE J
WINTER PARK FL 32789

BARR & BARR INC
2002 N LOIS AVE STE 270
TAMPA FL 33607

FOREPM
/MIKE O'DONNELL
539 5TH AVE S STE 426
NAPLES FL 34102

FURSELL SOUTHERN
15024 70TH TRL N
WEST PALM BEACH FL 33410

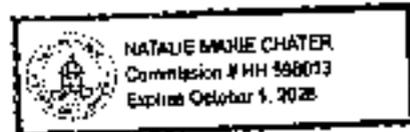


EXHIBIT “E”

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CREDIT APPLICATION (WHOLESALE ONLY)

Return Fax (407) 841 - 9901

ELECTRIC COMPANY, INC.

Sales # _____

etm 10/31/23

APPLICANT'S NAME AND ADDRESS

Business Name PURSELL SOUTHERN Telephone 561 [REDACTED]

Street Address 15824 70TH TRAIL N Fax _____

City, State and Zip Code WEST PALM BEACH Website _____ Pay Tax Yes No (Attach Cert.)

Requested Credit Line 50,000.00 *If more than \$10,000 is requested, please forward a copy of your most recent financial statement*

GENERAL INFORMATION

Nature of Your Business GC, ELECT., PLUMBING Proprietorship Partnership Corporation Years in Business 1

Please specify which type of account you are interested in Electrical Communications/Data Number of Employees 25

Accounts Payable Contact PENNY BICKEL Phone 561 [REDACTED] Fax _____

If incorporated, Date 5-18-22 State FL Duns # _____ Invoices / statements emailed? Yes No

If yes, email address for billing: _____ COM Principal's email: _____ N/COM

PERSONAL INFORMATION ON OFFICERS, PARTNERS, PROPRIETOR

Name JAMES E PURSELL Title OWNER Social Security No. _____

Home Address 600 XANADU PLACE City/State JUPITER FL Home Telephone No. 561 [REDACTED]

Name _____ Title _____ Social Security No. _____

Home Address _____ City/State _____ Home Telephone No. _____

TRADE REFERENCES

Name of Supplier GRAYBAR Telephone 561 [REDACTED] Fax # _____

Name of Supplier FERGUSON SUPPLY Telephone 56 [REDACTED] Fax # _____

Name of Supplier CORE AND MAIN Telephone 561 [REDACTED] Fax # _____

COMPANY BANK REFERENCES

Name of Bank/Address TD Bank _____ Act No. _____ Telephone 561 [REDACTED]

Name of Bank/Address _____ Act No. _____ Telephone _____

TERMS OF SALE

- Payment terms as well as cash discount offerings, if applicable, will be identified on each invoice. A 1 1/2% monthly finance charge, or maximum amount permitted by law, will be added to all accounts that remain unpaid 30 days from due date.
- Regarding venue: Applicant and Personal Guarantor(s) agree that any action brought on this account will occur in the county and state of the applicant's place of business or Graybar Electric Company's place of business, or the jobsite, at the discretion of Graybar Electric Company, Inc.
- Applicant and Personal Guarantor(s) certify and warrant that the above information is true and correct and unconditionally guarantee all obligations incurred by Applicant and further promise to pay reasonable attorney's fees and any and all expenses which may be incurred in collection of this account.
- Applicant and Personal Guarantor(s) understand and agree that if any invoice is not paid in full within the time stated herein, Seller may, at its discretion, refuse to release any further materials until the account is brought current, regardless of whether additional material has been previously ordered. Credit may be restricted or removed if Applicant and Personal Guarantor(s) fail to meet Graybar's Credit Policy.
- Applicant and Personal Guarantor(s) authorize and consent to allow (1) verification of information supplied by the applicant and, (2) to obtain credit reports, including personal credit reports of Personal Guarantor(s), and conduct credit investigation, including obtaining bank and financial institution information.
- Graybar's standard terms and conditions of sale, a copy of which will be provided upon request, shall apply to all purchases, including, but not limited to: 1) Warranties - All goods sold are free of any security interest and Seller will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE; and 2) Limitation of Liability - In no case shall Seller be liable for incidental or consequential damages.
- Note: by signing as Personal Guarantors, all individuals agree to be held jointly and severally liable for debts incurred by the Applicant listed above. This guarantee shall be binding until written notice of revocation is delivered to Graybar via registered mail. The Personal Guarantor(s) shall remain liable until all amounts owing by the debtor to Graybar at the time of delivery of such notice have been paid in full.

BY [Signature] DATE 10/31/23 DATE _____

APPLICANT'S SIGNATURE (Title - Must be Officer, Owner, or Partner)

BY _____ DATE _____ BY _____ DATE _____

PERSONAL GUARANTOR'S SIGNATURE (No Title) PERSONAL GUARANTOR'S SIGNATURE (No Title)