THE STATE OF SOUTH CAROLINA
In The Supreme Court

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S.C. SUPREME COURT

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
J. C. Nicholson., Circuit Court Judge

Opinion No.: 28126
Case No. 2015-CP-10-03038
Appellate Tracking No.: 2020-001371

Barry Clarke……Petitioner;

vs.

Fine Housing, Inc. and RRJR, L.L.C. ……Defendants,

of which Fine Housing, Inc. is the …… ……..Respondent.

PETITION FOR REHEARING

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As permitted by the *South Carolina Appellate Court Rules*, Rule 221(a), the Petitioner, Barry Clarke, submits that the Court's January 4, 2023, Opinion overlooks five material principles of fact and law, which requires that the Opinion under review be amended to be consistent with South Carolina law. Therefore, Petitioner prays for rehearing and reconsideration on the following grounds:

1. The Court misapplies well-settled principles governing the Court's review of contracts freely entered into by willing parties, and Opinion No. 28126 impairs the ability of parties to enter into contracts freely and voluntarily.

2. The Court overlooks that the recorded lease contains an exact description of the property carefully identified in ¶ 1.1 Demised Premises of the Lease (Appendix page 355) Article 7.1 defines the use permitted under the lease, and Article 5.1 provides that there are no options to renew, but Article 5.2 provides: "Lessor grants the Lessee the right of first refusal should it wish to sell."

3. The Court applies an immaterial distinction between "improper inferences," (which the Opinion says were not raised) with the standard of review governing appeals in equity cases on appeal from a non-jury trial. The standard of review permits the reviewing Court to view the evidence and draw its own conclusions: "In an action in equity, tried by the judge alone, without a reference, on appeal the appellate court has jurisdiction to find facts in accordance with its view of the preponderance of the evidence." *Townes Assocs., LTD v. City of Greenville*, 266 S.C. 81, 221 S.E.2d 773 (1976). This broad standard does not permit a reviewing court (or a trial court) to draw conclusions (or inferences) from matters not contained in the record. If reviewing courts employed a limitless standard unbounded

by the record, then the entire trial edifice collapses. Such a boundless standard implicates the logical impossibility of proving a negative, a logical impossibility made famous by Bertrand Russell's observation that no one can disprove his assertion that a teapot orbits the sun. (Warren Moise, one of South Carolina's excellent legal writers, adapts this illogical principle to numerous legal contexts, changing Russell's teapot to: "as likely as flying to Neptune in a bathtub.") Thus, when the Court of Appeals based its decision, in part, on the Robinson's absence at trial, it violated its own standard of review, a standard which governs all appeals. Moreover, the Petitioner put this issue before the Court in his Petition for *Certiorari* and stated on pages 9-10 of his Brief:

> Even though there is nothing ambiguous or complicated about the right of first refusal in the recorded lease, if it were ambiguous, then such ambiguity is subject to clarification by parol testimony. Fine Housing offered nothing, nor could it, that provides the Court with evidence to shed light on a [putative] ambiguity. On the other hand, Clarke testified in depth about the negotiations leading up to the right of first refusal, the reason for it, and in particular how it was bargained for at arm's length and beneficial for both parties, facts ignored by the Court of Appeals. (Brief at pages 9-10)

4. The Court misapplies the law of restraint on alienation because there is no evidence in the record that the Right-of-First-Refusal restrained the seller in any way.

5. After correctly concluding that the case is a case brought in equity and applying the correct standard of review governing appeals in equitable matters, the Court overlooks the conclusion that a Respondent with unclean hands obtains an unjustified windfall by his own negligence thus rewarding the guilty party and punishing the innocent party.

Introduction

At the outset, Petitioner acknowledges that the Court's well-crafted Opinion 28126

demonstrates a proficiency of legal research, and Petitioner has no quarrel with the Court adopting the three Restatement factors: "We agree with the Restatement approach and hold the factors to be considered in assessing whether a right of first refusal unreasonably restrains alienation include (1) the legitimacy of the purpose of the right, (2) the price at which the right may be exercised, and (3) the procedures for exercising the right." (Opinion at page 4, discussed in detail below). In identifying 5 areas that the Opinion 28126 overlooks, Petitioner accepts the Court's endorsement of the Restatement 3d's statement of the factors necessary to draft an enforceable right of first refusal. Both the Restatement and the Court's footnote 4, citing an unpublished Iowa Court of Appeals opinion, *Franklin v. Johnston*, 899 N.W.2d 741 (Iowa Ct. App. 2017), set forth essentially the same factors courts apply in analyzing whether a Right-of-First-Refusal **"unreasonably"** restrains a seller. However, what the Court overlooks is that while the Iowa Court of Appeals' decision and the Restatement identify the pertinent factors (the Iowa factors are more restrictive), Opinion 28126 ignores the facts developed in the record. By not applying the facts of this case to the factors—and allowing the Court of Appeals to draw a negative inference from outside the record, the Court presents an ineffable Goldilocks zone for enforceability—not too restrictive and not too uncluttered—that no lawyer can meet because the Opinion does not set out the minimum factual requirements for an enforceable Right-of-First-Refusal. The lawyer who drafted the Agreement in this case carefully limited the duration of the agreement, provided that it could not be renewed, attached a precise legal description, left the selling price and the timing and mechanism of sale solely in the hands of the Robison's,

and properly recorded it.[1] It is impossible to discern how this document "unreasonably" restrained the Robinson's. (The parties in the *Franklin* case missed the Goldilocks zone in the other direction—too restrictive—because the Agreement in that case was a complex Easement/Maintenance Agreement that restrained, among other things, who could fish in a lake being created and impeded future "commercialization." The Iowa decision required the courts to resolve a property line/easement dispute between the 2nd and 3rd generation of quarreling families whose ancestors, in 1962, created a 14-acre lake that submerged both parties' property—including 4 acres of the defendants' property. The two families entered into a lengthy and detailed "Easement and Agreement" that the Court found too restrictive!) The Iowa Court of Appeals' decision turned partly on an application of Iowa statutory law—not implicated here—but in evaluating the right of first refusal, the Court identified six factors[2] in reaching its decision, but if the analysis of the Iowa court were applied here, then the trial court reached the correct decision. The six factors are:

1. The one imposing the restraint has some interest in land which he is seeking to protect;

2. The restraint is limited in duration;

3. The enforcement of the restraint accomplishes a worthwhile purpose;

[1] At oral argument, Justice Few asked if the Robinson's received an offer to purchase in 15 days whether Clarke would have to meet the 15-day deadline. Counsel replied in the affirmative. The point is that the Robinson's controlled everything, including the time for performance, which should insulate the Agreement from allegations of "unreasonable" restraint on alienation.

[2] Opinion No. 28126 adopts the Restatement's conclusion that a Right-of-First-Refusal is unenforceable if, and only if, it **unreasonably** restrains alienation. The Restatement's factors adopted by the Court are: 1. The legitimacy of the purpose of the right, 2. The price at which the right is exercised, and 3. The procedures for exercising the right. (Opinion at page 4) The Restatement's three factors are easier to meet than the six factors the *Franklin* Court identified, so Petitioner organizes his Petition around the six *Franklin* factors to provide a more thorough analysis than provided by examining the fewer Restatement factors.

4. The type of conveyances prohibited are ones not likely to be employed to any substantial degree by the one restrained;

5. The number of persons to whom alienation is prohibited is small; and finally

6. The one upon whom the restraint is imposed is a charity.

The lawyer who drafted the recorded lease in this record was in perfect synch with the first five factors, and the sixth is not applicable. (And, as discussed in more detail below, the document leaves the sales price and the timing and mechanics of sale entirely in the hands of the Seller, the opposite of a "restraint" on "alienation." Were the Court to decide this case based on the first five factors, the Petitioner easily prevails. Moreover, as discussed more fully below, many of the cases cited by the Court in concluding the Right of First Refusal is unenforceable support Petitioner's claim that it is enforceable: "If the holder of the preemption right is merely entitled to meet the offer of an open market purchaser, there is little clog on alienability." Opinion at page 6 citing *Shiver v. Benton*, 251 Ga. 284, 304 S.E.2d 903, 905 (Ga. 1983). If Petitioner's case were distilled down to a single sentence, it would be that one. The lawyer drafting the document here carefully drafted it not to offend the Rule Against Perpetuities and included an exact legal description and left the sales price, the timing, and the mechanics of execution entirely in the hands of the Robinson's and recorded the document to provide notice to the world. Thus, the purpose of the Right-of-First-Refusal is designed to insure that the Robinson's received top dollar for their property—the opposite of a restraint on alienation. As discussed below, Opinion No. 28126 parses the document into separate sections and fails to construe the document as a whole, thereby departing from its own precedent on this issue:

A contract must be read as a whole document so that one party may not create ambiguity by pointing out a single sentence or clause. *S. Atl. Fin. Servs., Inc. v. Middleton*, 356 S.C. 444, 447, 590 S.E.2d 27, 29 (2003). "Interpretation of a contract is governed by the objective manifestation of the parties' assent at the time the contract was made, rather than the subjective, after-the-fact meaning one party assigns to it." *Laser Supply & Servs., Inc. v. Orchard Park Assoc.*, 382 S.C. 326, 334, 676 S.E.2d 139, 143–144 (Ct.App.2009).

N. Am. Rescue Prods., Inc. v. Richardson, 411 S.C. 371, 769 S.E.2d 237 (S.C. 2015) (Court reversed Court of Appeals and found termination agreement unambiguous—after granting rehearing)

1. The Court misapplies well-settled principles governing the Court's review of contracts freely entered into by willing parties and impairs the ability of parties to enter into contracts freely and voluntarily.

The Court's Opinion overlooks the foundational principle of contract law that restricts a Court from substituting its view of the benefits of a voluntary agreement for that of the parties who freely entered into it. "The court's duty is to enforce the contract made by the parties regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully." *Jordan v. Security Group, Inc.*, 311 S.C. 227, 428 S.E.2d 705 (1993). The concurring Opinion in this case highlights the Court's failure to adhere to its long-established precedent. The concurrence states: "The instrument says nothing,[3] does nothing, restrains nothing." (Opinion at page 10) See also *Ecclesiastes Production Ministries v. Outparcel Associates, L.L.C.*, 374 S.C. 483, 649 S.E.2d 494 (Ct. App. 2007), a frequently cited case:

> Whether a contract's language is ambiguous is a question of law. Once the court decides the language is ambiguous, evidence may be admitted to show the intent of

[3] George Berkeley constructed a logical argument that nothing exists unless perceived. *Esse est percipi*, he said. Here, the application of the recording statute provides notice to the world of its existence, and the Court cannot declare the instrument is "nothing" because it is succinct, especially where the usual attack on a right of first refusal is that it is too restrictive. Here, the Robinson's were not restrained in the least, but that does not mean the Agreement they entered into is "nothing," especially since the recording of it made sure the whole world perceived it. Its concision means only the terms favored the Robinson's, not that they do not exist.

> the parties. ("[W]hen the written contract is ambiguous in its terms, . . . parol and other extrinsic evidence will be admitted to determine the intent of the parties.") The determination of the parties' intent is then a question of fact for the jury to determine. (numerous citations omitted)

Here, there is an unresolved question of whether this Court uses the terms "ambiguous" and "vague" synonymously—the two terms are interchangeable. Assuming the two terms are identical, the conclusions reached by the Opinion under review are refuted by the undisputed record. The record shows that willing parties voluntarily entered into an Agreement, had it reduced to writing, carefully tailoring it to avoid the Rule Against Perpetuities, included an exact legal description, and took the final, important step of recording it at the Register of Mesne Conveyances (now the "Register of Deeds") to give notice to the world of the Lease and the respective rights and obligations spelled out therein. It is likewise undisputed that the South Carolina recording statute places Fine Housing in the same legal position as the original lessee by acquiring the property from the Robinsons subject to the terms of the Lease. § 30-7-10, S. C. Code, ann. Therefore the Right of First Refusal is something; it is impossible for it to be "nothing."

2. The Court overlooks that the recorded lease contains an exact description of the property carefully identified in ¶ 1.1 Demised Premises of the Lease (Appendix page 355)

Opinion 28126 acknowledges that the description of the property is precisely defined—Exhibit A—and the Petitioner does not quarrel with the obvious conclusion that the Right of First Refusal might have been better drafted. However, a criticism that a document might have been better drafted is a universal criticism applicable to every written document

in the world. Even Moses would take another crack at the *Pentateuch* if provided the opportunity, but the question before the Court is not whether the Right could have been better drafted but whether it is or is not ambiguous ("vague"), a purely binary analysis. If the document is not ambiguous, then the inquiry ends and the Court enforces it as written. "Where an agreement is clear and capable of legal interpretation, he courts only function is to interpret its lawful meaning, discover the intention of the parties as found within the agreement, and give effect to it." *Ecclesiastes Ministries, op. cit*., citing *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 594 S.E.2d 485 (Ct. App. 2004). If it is ambiguous, then the Court looks to extrinsic evidence in order to determine if the contract being examined can be enforced, and this record contains sufficient evidence to support the trial court's findings on this issue. (The trial court also required Petitioner to pay Fine Housing $350,000.00 to match Fine Housing's $150,000.00 purchase price and allow for a generous return for Fine Housing's satisfaction of encumbrances even though the record demonstrates Fine Housing paid itself substantial improper fees out of the closing. See Appendix pages 141-142 for the fees Fine Housing paid itself on the closing statement and pages 207-210 of the testimony: "Q. You told her you would pay 850 to acquire title to the property, correct? A. Correct. Q. But you didn't wire 850, did you? A. No. Q. You wired $815? A. Correct. Q. You kept $35,000 back, isn't that correct? A. Yes. Fine Housing also paid itself, its lawyer, its inspection company, *etc*., and the trial court, which was in a better position to listen to the testimony and observe the manner in which it was delivered, devised an equitable result.)

In concluding that the attachment of Exhibit A is not specific enough: "The Lease is unclear as to whether the Right encumber all of the Subject Property or only the leased

parking spaces" (Opinion at page 5), the Court can reach this conclusion if, and only if, it makes no effort to read the document as a whole. Speculation about whether the Robinson's intended to sell the entire parcel or just the parking spaces not only tortures the clear intent of the parties, but also reduces the entire Lease to an absurdity by imposing a strained interpretation of a clear agreement without a *scienter* of evidence to support such a strained reading.

Here, Petitioner should prevail even if the agreement is ambiguous because Petitioner offered uncontracted testimony about the parties' intent, the purpose of the agreement, and the Respondent cannot be heard to complain about putative ambiguity (vagueness) in a document he ignored. The recorded Right-of-First-Refusal contains an **exact legal description** of the property encumbered. On page 5 of the Opinion as quoted above, the Court holds: "The Lease is unclear as to whether the Right encumbers all of the Subject Property or only the leased parking spaces." This is an absurd conclusion that is possible if, and only if, each section is read in isolation and not as part of a whole. Section 5.2 states in its entirety. 'Right of First Refusal: Lessor grants the Lessee the right of first refusal should it wish to sell.'" (Opinion under review at page 5) Here, the Court deviates from its own long established precedents that (1) courts enforce contracts as written without inquiring into the wisdom or folly of specific agreements. *Jordan v. Security Group, Inc., op. cit*., and (2) that in construing contracts, the Court is required to examine the entire document and not provisions in isolation:

The parties' intention must be gathered from the contents of the entire agreement and not from any particular clause thereof. *Thomas-McCain, Inc. v. Siter*, 268 S.C. 193, 197, 232 S.E.2d 728, 729 (1977); see also *Barnacle Broad., Inc. v. Baker Broad., Inc.*, 343 S.C. 140, 147, 538 S.E.2d 672, 675 (Ct. App. 2000) ("The primary test as to the character of

a contract is the intention of the parties, such intention to be gathered from the whole scope and effect of the language used."). "Documents will be interpreted so as to give effect to all of their provisions, if practical." *Reyhani v. Stone Creek Cove Condominium II Horizontal Property Regime*, 329 S.C. 206, 212, 494 S.E.2d 465, 468 (Ct. App. 1997) (citing *17A Am. Jur. 2d* Contracts § 385 (1991)).

Ecclesiastes Production Ministries v. Outparcel Associates, L.L.C., 374 S.C. 483, 649 S.E.2d 494 (Ct. App. 2007)

It is a forced absurdity unsupported by the record to speculate the Robinson's were selling the parking lot and not the entire parcel, and if there were an ambiguity about what property is covered, then the Court is required to evaluate the evidence in the record to enforce the agreement of the parties. The trial court did this and found: "There is no question that Group Investment Company and/or RRJR, L.L.C. had fee simple title and the right to sell the property to any person in the world for the highest obtainable price. The Clarke lease in no way attempts to cut down the fee simple ownership." Instead, the Opinion under review takes the opposite view and vacates a contract between willing parties because it imposes a strained interpretation of the document and substitutes its wisdom for that of the parties without any supporting evidence that the parties intended, or even contemplated, selling the parking places but not the entire parcel. Courts cannot substitute their view of the sagacity of a contract for that of the parties. This is a power that courts do not possess. See U.S. Constitution, Article I, § 10: "No state shall . . . pass any . . . Law impairing the Obligation of Contracts." See South Carolina Constitution, Article I, § 4: "No . . . law impairing the obligation of contracts . . . shall be passed."

3. The Court applies an improper distinction between "improper inferences," which the Court says was not properly plead and standard of review.

On page 4, in footnote 3, Opinion 28126, suggests Petitioner based his appeal on improper inferences from John and Robin Robinson's absence at trial. First, when the circuit court tried the case on July 26, 2017, it considered the evidence, including the testimony of the parties. After examining the evidence and evaluating the testimony, the trial Court entered its written Order on September 28, 2017. In July, 2017, John Robinson was no longer alive. Robin Robinson was, and is, alive (and she is the one who signed the Lease that is the subject of this case, Appendix at page 364), and was available to either party to call as a witness. Neither party called her. Neither party "controlled" her. Petitioner relied on the recorded Lease for obvious reasons, and asserted at trial, before the Court of Appeals, and here, that the Lease is not ambiguous and is enforceable as written because the intent of the parties is clear. The Petitioner did not appeal the trial court; the Respondent did. In petitioning this Court for *certiorari*, Petitioner asserted, and still asserts, that the Court of Appeals applied an erroneous standard of review because the Court of Appeals grounded its decision on speculation about testimony not in the record. Moreover, this case is in equity, and the plaintiff (Petitioner) carefully tailored his pleadings to keep the case in equity. An action for specific performance is one in equity. *Lewis v. Premium Inv. Corp.*, 351 S.C. 167, 170 n.2, 568 S.E.2d 361, 362 n.2 (2002); *Wright v. Trask*, 329 S.C. 170, 176, 495 S.E.2d 222, 225 (Ct. App. 1997). In an action in equity, tried by the judge alone, without a reference, on appeal the appellate court has jurisdiction to find facts in accordance with its views of the preponderance of the evidence. *Townes Assocs., LTD v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976). This standard of review does not allow a reviewing court to speculate about what an absent witness might

have said, and because the case is in equity, the Respondent's conduct as a predatory lender is a pertinent fact because the purpose of equity is not to reward unclean hands. Thus, when the Court of Appeals relied on the absence of John Robinson (who was no longer alive) and Robin Robinson (who was available to either party) to draw any conclusion, it departed from the proper standard of review because while the appellate courts are free to examine the record and take their own view of the preponderance of the evidence, they are not free to enter the fray as a proxy litigant and speculate for either party because he or she is absent. ("Further, John Robinson was unavailable to testify as to his intent of the Right of First Refusal, and Robin Robinson defaulted and was not a party to the action." App. at page 494.) As hundreds of appellate case say, appellate judges make decisions on a "cold record," and frequently recognize that the trial court's findings cannot be disregarded as he or she had a better opportunity to evaluate the testimony and manner in which it was given, but even trial courts do not evaluate absent testimony.

In sum, it is impossible to view this record and find support for a forced ambiguity where none exists. Obviously the **Lease** provided Clarke's customers the right to park on Robinson's lot, and the **Right-of-First-Refusal** provided Clarke with an opportunity to match or beat an offer for the entire parcel as defined in Exhibit A. However, the Right-of-First-Refusal left the price, the timing, and the mechanics of the sale entirely in the hands of the Robinson's—the opposite of a "restraint" on alienation. It is an absurdity and a forced construction to conclude that the use of the parking lot is equivalent to the sale of the parcel, and the Court cannot overlook the obvious definition provided in § 1.1

"Demised Premises" and the precise legal description contained in the plat attached as Exhibit A.

4. The type of conveyances prohibited are ones not likely to be employed to any substantial degree by the one restrained.

This factor is a non-issue in the present case. The Right-of-First-Refusal is in the sole control of the Seller, and is triggered by the Seller's unrestricted decision to sell or not sell. It does not prevent the Seller from encumbering the property by pledging it as collateral, making improvements, demolishing the building, or exercising any other right of ownership. (This freedom is an important factor in all cases dealing with this subject, and it was an important factor in the Iowa case, *Franklin*, because the detailed easement/right-of-first-refusal contained numerous requirements for maintenance and use of the dominant and servient estates. None of these concerns are implicated here.) The record shows that Robin Robinson would have been much better served by having options that could have kept her from **losing everything she owned** for $10,057.80. (Appendix at page 373) Once again, the Respondent's conduct looms significantly because without granting the parties a rehearing and altering the Opinion under review, this Court provides a windfall for a litigant with unclean hands.

5. The number of persons to whom alienation is prohibited is small.

This was an important factor in the *Franklin* case because the parties in the dispute were the second and third generations of the original signatories to the Easement, and it imposed affirmative obligations regarding maintenance and access to the lake as well as

curtailing “commercial” development. Here, the Agreement is limited in time and no one was affected by the document other than the original signatories, and it did not restrict the Robinson’s in the slightest. Therefore, the application of this factor favors Petitioner and is a sufficient reason on its own to justify rehearing and reconsideration.

6. The one upon whom the restraint is imposed is a charity.

This factor is not implicated.

Conclusion

For the reasons set forth above, Petitioner respectfully submits that Opinion No. 28126 overlooks and misapplies material facts and legal principles and requests that the Court allow the parties to re-argue and if necessary re-brief the case (See *Appellate Court Rules* 243(j): “If the petition is granted, the Clerk shall notify each party or his attorney , specifying the question or questions to be considered, and the parties shall prepare briefs addressing the question(s).” Because the agreement, read as a whole, provides an exact description of the property encumbered and leaves the pricing, timing, and mechanics of any sale solely in the hands of the Sellers, it **promotes** alienability. For any and all of these reasons, Opinion No. 28126 should be reargued, and if desired, re-briefed, in order to conform to the law protecting the right to contract. As the Court says in its Opinion, a restraint is unenforceable if, and only if, it is an **unreasonable** restraint on alienation, or, as the Supreme Court of Georgia said: “Since the first refusal right is not tied to a fixed price method or some method of pricing which may not reflect true market value, but is

conditioned upon meeting a sale price which the seller is willing to accept, the Agreement encourages the development of the property to its fullest potential." *Shiver v. Benton*, 251 Ga. 284, 304 S.E.2d 903 (1983) (The Georgia Supreme Court's formulation is exactly what Petitioner testified at trial: "Q. . . . does the right of first refusal inhibit the ability to sell the property or does it promote the ability to sell the property? A. It promotes it. Well, it doesn't inhibit it, but it gives the owner of the property a better shot at getting more money." App. at page 303, lines 3-8) The Agreement here involved only the parties to the litigation (although Robinson defaulted), was limited in time, contained an exact legal description of the property encumbered, did not impede the Robinson's in the slightest, as the decision to sell or not sell and at what price and in what manner remained entirely in the discretion of the Robinson's. There may be a Goldilocks template for Rights-of-First-Refusal, but the Opinion under review is silent as to what it includes and why this Agreement fails. In voiding the document before the Court, it was required to fragment portions of the agreement and read them in isolation to contort the plain meaning of the document. When read as a whole, it is clear what the parties intended, and there is no ambiguity. While the Right here may be succinct, it must be read in conjunction with the rest of the Agreement and together they contain all the elements for enforceability without restricting the Robinson's in the slightest, and it is inequitable to allow a third party, predatory lender exploit its own negligence into a windfall. An unbroken chain of cases for over a hundred years requires the Court to read the contract as a whole, not as isolated parts. Finally, unless the Opinion under review is modified, it rewards sharp practice and unclean hands and punishes the innocent party.

For these reasons, the Petitioner respectfully requests that the case be scheduled

for re-argument, and, should the Court desire additional briefing on particular points, additional briefing as directed by the Court so the Opinion can be amended to conform to many years of historical precedent defining the courts' role in enforcing contracts.

Respectfully submitted,

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