

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

BOARD OF FIELD OFFICERS
OF THE FOURTH BRIGADE,
MARK CALHOUN,
F. PRESTON WILSON,
ANDREW PICKENS CALHOUN,

CASE NO.: 2022-CP-10-05123

PETITIONERS,

VS.

MEMBERS OF CITY COUNCIL OF THE CITY
OF CHARLESTON, SOUTH CAROLINA,
CAROLINE PARKER, KEVIN SHEALY,
JASON SAKRAN, ROBERT M. MITCHELL,
KARL L. BRADY, JR., STEPHEN BOWDEN,
PETER SHAHID, JR., MICHAEL S. SEEKINGS,
PERRY K. WARING, WILLIAM DUDLEY
GREGORIE, AND ROSS A. APPEL
AND THE CITY OF CHARLESTON, SOUTH
CAROLINA, THE HONORABLE ALAN
WILSON, ATTORNEY GENERAL OF THE
STATE OF SOUTH CAROLINA, AND THE
HONORABLE JOHN TECKLENBURG,
MAYOR OF THE CITY OF CHARLESTON,
SOUTH CAROLINA,

RESPONDENTS.

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Sep 17 2025

SC Court of Appeals

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and release ("Agreement") is made as of this ^{August} ~~July~~, 2025,
between the Board of Field Officers of the Fourth Brigade; Mark Calhoun; and F. Preston Wilson;
("Appellants") and Members of City Council of the City of Charleston, South Carolina, Caroline
Parker; Kevin Shealy; Jason Sakran; Robert M. Mitchell; Karl L. Brady, Jr.; Stephen Bowden;
Peter Shahid, Jr.; Michael S. Seekings; Perry K. Waring; William Dudley Gregorie; Ross A.
Appel; the Honorable John Tecklenburg, Mayor of the City of Charleston, South Carolina; the

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City of Charleston, South Carolina (the "City Defendants" or "Respondents"). All persons above may be referred to as a "Party" or together as the "Parties."

WHEREAS, Appellants brought this action against Respondents to challenge the City of Charleston's decision to remove the statue of John C. Calhoun (the "statue") from Marion Square, which the dormant Ladies' Calhoun Monument Association transferred in trust to the City, and which the City accepted on July 18, 1898, under its custody and care.

WHEREAS, Andrew Calhoun is deceased and has been dismissed from this case for failure to file a brief on Appeal and is therefore not a party to this suit.

WHEREAS, in a unanimous decision by Charleston City Council on June 23, 2020, Respondent City of Charleston determined that the continued placement of the statue in Marion Square was contrary to the public interest and that removal of the statue from Marion Square was necessary to promote the public welfare. The City's Resolution, attached hereto as Exhibit A, and expressly incorporated herein by reference, sets forth the City's determination that "it is fitting and in the best interests and welfare of the City that the statue of John C. Calhoun no longer be a part of Marion Square[.]" In accordance with the City's Resolution and pursuant to its police powers, the City removed the statute from Marion Square on June 24, 2020.

WHEREAS, Appellants alleged, among other claims in the underlying action, that Respondents violated the terms of South Carolina Heritage Act, which Act Respondents contend does not apply.

WHEREAS, the Honorable Jennifer B. McCoy entered an Order on January 4, 2024, dismissing the Complaint against the City Defendants. Appellants moved for reconsideration, which the Court denied, and subsequently appealed.

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Page 2 of 9 *MRC*

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WHEREAS, the City Defendants deny all allegations in the Complaint and all allegations that Appellants have alleged on appeal.

WHEREAS, Appellants and Respondents agree to enter into this Agreement to settle, compromise, resolve, and release finally and forever all controversies, disputes, and claims that may exist between them related to the underlying lawsuit and appeal.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The terms of this Agreement shall be a contract between the undersigned parties. The parties agree that the Circuit Court shall retain jurisdiction over this matter as needed to enforce the terms of the settlement.
2. The Appellants, which include members of the Calhoun family, have created a non-profit entity called The Calhoun Monument Society, in order to receive the statue from the city and to raise the significant funds needed to both transport and re-erect it. Respondent City of Charleston agrees to transfer the statue, granite pedestal, three (3) bronze plaques, four (4) bronze palm trees, the granite stone displaying "CALHOUN", bronze adornments, the key to the enclosure, time capsule and its contents, to the Calhoun Monument Society within thirty (30) days, or as soon as practicable, after the execution of this Settlement Agreement, approval of said settlement by the Court, and dismissal of the appeal. The Calhoun Monument Society may store the above enumerated items where they are currently located for up to one year while funds are raised and arrangements are made to relocate the monument, and accoutrements; however, sixty (60) days following the execution of this document, approval of said settlement by the Court, and dismissal of the

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appeal, should the Calhoun Monument Society not take physical possession of the statue, the statue will be held pursuant to the terms of a separate lease agreement, which shall bind the parties until the term of the lease or physical removal of the statue and related items. With notice, and during regular business hours, the City will make the stored items available to the Calhoun Monument Society for inspection and planning purposes. While in storage, the Calhoun Monument Society releases the City from liability for any accidental, but excluding gross negligence and willful, damage or loss to the property exceeding any insurance coverages.

3. The Calhoun Monument Society will take ownership of and shall be responsible for the following items located in the time capsule removed from the base of the statue:
- a. Three (3) pound cannon ball;
 - b. metal tin believed to contain a lock of Calhoun's hair;
 - c. metal tin containing a funeral banner carried at Calhoun's funeral;
 - d. empty lead box and removed lid;
 - e. business card of the "plumber" who constructed the lead box noted in (d);
 - f. rust encrustment removed from the three (3) pound cannon ball;
 - g. hand blown glass jar sealed with plaster containing approximately fifteen (15) documents handwritten by Calhoun and colonial currency;
 - h. three (3) brass hooks and hardware previously attached to the time capsule;
 - i. five hundred (500) pound limestone time capsule box;
 - j. Charleston newspapers from approximately 1856;
 - k. marble time capsule lid;
 - l. seven (7) large pieces of broken tabby; and



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m. approximately twenty-three (23) pieces of broken marble from the time capsule lid.

4. The Calhoun Monument Society shall be responsible for all costs associated with the statue's transport and relocation and agrees to arrange delivery by a suitable moving service to pick up and deliver the statue to the Calhoun Monument Society. Upon taking possession of the monument from the city, the Calhoun Monument Society will forever release the City of Charleston from any damages known or unknown, future or existing, relating to the statute in any way including but not limited to the transportation of the statue from the City of Charleston to the statue's resting place. The Calhoun Monument Society agrees to keep and maintain the statue subject to the terms of the original trust under which it was given.
5. To the extent the original transfer to the City of Charleston by the Ladies Calhoun Monument Association may qualify as a charitable trust, the Parties agree to modify its terms only as expressly set forth herein. This modification allows the City to transfer possession and ownership of the statue to the Calhoun Monument Society in recognition that its display in Marion Square is no longer possible.
6. The Calhoun Monument Society agrees to watch over and keep the statue as "a priceless treasure and sacred trust" in accordance with the terms of the original trust.
7. The Calhoun Monument Society will transfer and re-erect the monument, and the parties agree that in no event will the statue be placed on public or private property within the current boundaries of the City of Charleston now or in the future.



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8. Petitioners expressly and irrevocably waive and voluntarily relinquish any right of redress as set forth in the underlying lawsuit and appeal, including those related to attorney's fees. Each of the parties shall be responsible for their own attorney fees.
9. In the event that one or more of the individual Petitioners does not execute this agreement, the executing Petitioners will take all action necessary to dismiss their appeal, and the transfer required by Section 2 will occur upon resolution of the appeal and the claims of the non-executing Petitioner(s).
10. The terms, provisions, and conditions of this Agreement, which were negotiated at arms' length and in good faith, shall be interpreted and construed in accordance with their plain and ordinary meaning, without application of any rule of interpretation or construction requiring that ambiguous or conflicting terms conditions, or provisions be interpreted or construed against the Party whose legal counsel prepared the executed or any prior drafts of the Agreement. Accordingly, no claimed ambiguity in this Settlement Agreement and Release shall be construed against any party.
11. The Parties agree that no promises, representations, or agreements have been made in connection with this Agreement, other than those set forth herein, and that they intend this to be a final and binding settlement and release of all claims, whether or not they have been previously asserted or articulated.
12. The Parties agree that if any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.
13. The Parties acknowledge that in exchange for this agreement with the Respondents, Petitioners are dismissing the said appeal they have filed in reliance upon the Respondents



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upholding the promise of this agreement, and said dismissal constitutes good and valuable consideration, and said promise of transfer shall be enforceable by specific performance.

14. If any Party is required to initiate legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and fees, including reasonable attorney fees, from the non-prevailing party.

15. The Parties warrant that the signatories below have authority to execute this Agreement, have reviewed its terms, and executed it voluntarily and without duress.

16. This Agreement shall not be altered or amended except by an instrument in writing signed by each of the Parties.

17. The Parties' attorneys are signatories to this Agreement only for the purposes of SCRCF 43(k).

18. This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

[REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto executed this Agreement after all Parties have signed.

ACCEPTED & AGREED:

APPELLANTS

Mark R. Calhoun
Mark R. Calhoun

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Page 7 of 9

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F. Preston Wilson

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Counsel for Board of Field Officers of the
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RESPONDENTS

The City of Charleston (on behalf of all City of Charleston Parties)
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Attorneys for the Respondents:

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Corporation Counsel
The City of Charleston

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RESPONDENTS

The City of Charleston (on behalf of all City of Charleston Parties)

Attorneys for the Respondents:

FOR THE CITY DEFENDANTS:

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Corporation Counsel
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Page 8 of 9

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F. Preston Wilson
F. Preston Wilson

Dale L. Thelling for the
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Attorneys for Appellants:

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Fourth Brigade

RESPONDENTS

The City of Charleston (on behalf of all City of Charleston Parties)

Attorneys for the Respondents:

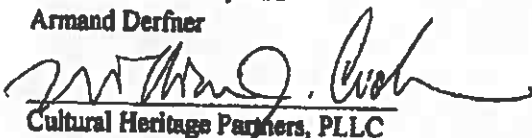
FOR THE CITY DEFENDANTS:

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Armand Derfner 8-22-2025

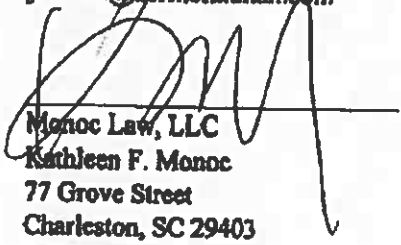
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Page 9 of 9 *MRC*



STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

NINTH JUDICIAL CIRCUIT

BOARD OF FIELD OFFICERS
OF THE FOURTH BRIGADE,
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CAROLINE PARKER, KEVIN SHEALY,
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AND THE CITY OF CHARLESTON, SOUTH
CAROLINA, THE HONORABLE ALAN
WILSON, ATTORNEY GENERAL OF THE
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HONORABLE JOHN TECKLENBURG,
MAYOR OF THE CITY OF CHARLESTON,
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RESPONDENTS.

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and release (“**Agreement**”) is made as of this July ____, 2025, between the Board of Field Officers of the Fourth Brigade; Mark Calhoun; and F. Preston Wilson; (“**Appellants**”) and Members of City Council of the City of Charleston, South Carolina, Caroline Parker; Kevin Shealy; Jason Sakran; Robert M. Mitchell; Karl L. Brady, Jr.; Stephen Bowden; Peter Shahid, Jr.; Michael S. Seekings; Perry K. Waring; William Dudley Gregorie; Ross A. Appel; the Honorable John Tecklenburg, Mayor of the City of Charleston,

South Carolina; the City of Charleston, South Carolina (the “City Defendants” or “Respondents”). All persons above may be referred to as a “Party” or together as the “Parties.”

WHEREAS, Appellants brought this action against Respondents to challenge the City of Charleston’s decision to remove the statue of John C. Calhoun (the “statue”) from Marion Square, which the dormant Ladies’ Calhoun Monument Association transferred in trust to the City, and which the City accepted on July 18, 1898, under its custody and care.

WHEREAS, Andrew Calhoun is deceased and has been dismissed from this case for failure to file a brief on Appeal and is therefore not a party to this suit.

WHEREAS, in a unanimous decision by Charleston City Council on June 23, 2020, Respondent City of Charleston determined that the continued placement of the statue in Marion Square was contrary to the public interest and that removal of the statue from Marion Square was necessary to promote the public welfare. The City’s Resolution, attached hereto as **Exhibit A**, and expressly incorporated herein by reference, sets forth the City’s determination that “it is fitting and in the best interests and welfare of the City that the statue of John C. Calhoun no longer be a part of Marion Square[.]” In accordance with the City’s Resolution and pursuant to its police powers, the City removed the statute from Marion Square on June 24, 2020.

WHEREAS, Appellants alleged, among other claims in the underlying action, that Respondents violated the terms of South Carolina Heritage Act, which Act Respondents contend does not apply.

WHEREAS, the Honorable Jennifer B. McCoy entered an Order on January 4, 2024, dismissing the Complaint against the City Defendants. Appellants moved for reconsideration, which the Court denied, and subsequently appealed.

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WHEREAS, the City Defendants deny all allegations in the Complaint and all allegations that Appellants have alleged on appeal.

WHEREAS, Appellants and Respondents agree to enter into this Agreement to settle, compromise, resolve, and release finally and forever all controversies, disputes, and claims that may exist between them related to the underlying lawsuit and appeal.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The terms of this Agreement shall be a contract between the undersigned parties. The parties agree that the Circuit Court shall retain jurisdiction over this matter as needed to enforce the terms of the settlement.
2. The Appellants, which include members of the Calhoun family, have created a non-profit entity called The Calhoun Monument Society, in order to receive the statue from the city and to raise the significant funds needed to both transport and re-erect it. Respondent City of Charleston agrees to transfer the statue, granite pedestal, three (3) bronze plaques, four (4) bronze palm trees, the granite stone displaying "CALHOUN", bronze adornments, the key to the enclosure, time capsule and its contents, to the Calhoun Monument Society within thirty (30) days, or as soon as practicable, after the execution of this Settlement Agreement, approval of said settlement by the Court, and dismissal of the appeal. The Calhoun Monument Society may store the above enumerated items where they are currently located for up to one year while funds are raised and arrangements are made to relocate the monument and accoutrements; however, sixty (60) days following the execution of this document, approval of said

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 - k. marble time capsule lid;

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- l. seven (7) large pieces of broken tabby; and
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5. To the extent the original transfer to the City of Charleston by the Ladies Calhoun Monument Association may qualify as a charitable trust, the Parties agree to modify its terms only as expressly set forth herein. This modification allows the City to transfer possession and ownership of the statue to the Calhoun Monument Society in recognition that its display in Marion Square is no longer possible.
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7. The Calhoun Monument Society will transfer and re-erect the monument, and the parties agree that in no event will the statue be placed on public or private property within the current boundaries of the City of Charleston now or in the future.

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8. Petitioners expressly and irrevocably waive and voluntarily relinquish any right of redress as set forth in the underlying lawsuit and appeal, including those related to attorney's fees. Each of the parties shall be responsible for their own attorney fees.
9. In the event that one or more of the individual Petitioners does not execute this agreement, the executing Petitioners will take all action necessary to dismiss their appeal, and the transfer required by Section 2 will occur upon resolution of the appeal and the claims of the non-executing Petitioner(s).
10. The terms, provisions, and conditions of this Agreement, which were negotiated at arms' length and in good faith, shall be interpreted and construed in accordance with their plain and ordinary meaning, without application of any rule of interpretation or construction requiring that ambiguous or conflicting terms conditions, or provisions be interpreted or construed against the Party whose legal counsel prepared the executed or any prior drafts of the Agreement. Accordingly, no claimed ambiguity in this Settlement Agreement and Release shall be construed against any party.
11. The Parties agree that no promises, representations, or agreements have been made in connection with this Agreement, other than those set forth herein, and that they intend this to be a final and binding settlement and release of all claims, whether or not they have been previously asserted or articulated.
12. The Parties agree that if any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.
13. The Parties acknowledge that in exchange for this agreement with the Respondents, Petitioners are dismissing the said appeal they have filed in reliance upon the

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Respondents upholding the promise of this agreement, and said dismissal constitutes good and valuable consideration, and said promise of transfer shall be enforceable by specific performance.

14. If any Party is required to initiate legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and fees, including reasonable attorney fees, from the non-prevailing party.
15. The Parties warrant that the signatories below have authority to execute this Agreement, have reviewed its terms, and executed it voluntarily and without duress.
16. This Agreement shall not be altered or amended except by an instrument in writing signed by each of the Parties.
17. The Parties' attorneys are signatories to this Agreement only for the purposes of SCRC 43(k).
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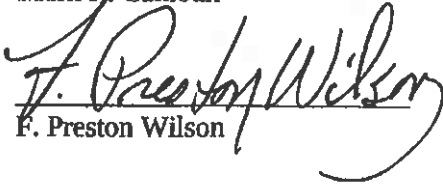
IN WITNESS WHEREOF, the Parties hereto executed this Agreement after all Parties have signed.

ACCEPTED & AGREED:

APPELLANTS

JPW
8/18/21

Mark R. Calhoun


F. Preston Wilson

Dale L. Theiling for the
Board of Field Officers of the
Fourth Brigade

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Counsel for Board of Field Officers of the
Fourth Brigade

RESPONDENTS

The City of Charleston (on behalf of all City of Charleston Parties)

Attorneys for the Respondents:

FOR THE CITY DEFENDANTS:


F.P.W.
8/18/21

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Jpw
8/18/21

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

NINTH JUDICIAL CIRCUIT

BOARD OF FIELD OFFICERS
OF THE FOURTH BRIGADE,
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RLM

City of Charleston, South Carolina (the “City Defendants” or “Respondents”). All persons above may be referred to as a “Party” or together as the “Parties.”

WHEREAS, Appellants brought this action against Respondents to challenge the City of Charleston’s decision to remove the statue of John C. Calhoun (the “statue”) from Marion Square, which the dormant Ladies’ Calhoun Monument Association transferred in trust to the City, and which the City accepted on July 18, 1898, under its custody and care.

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NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. The terms of this Agreement shall be a contract between the undersigned parties. The parties agree that the Circuit Court shall retain jurisdiction over this matter as needed to enforce the terms of the settlement.
2. The Appellants, which include members of the Calhoun family, have created a non-profit entity called The Calhoun Monument Society, in order to receive the statue from the city and to raise the significant funds needed to both transport and re-erect it. Respondent City of Charleston agrees to transfer the statue, granite pedestal, three (3) bronze plaques, four (4) bronze palm trees, the granite stone displaying "CALHOUN", bronze adornments, the key to the enclosure, time capsule and its contents, to the Calhoun Monument Society within thirty (30) days, or as soon as practicable, after the execution of this Settlement Agreement, approval of said settlement by the Court, and dismissal of the appeal. The Calhoun Monument Society may store the above enumerated items where they are currently located for up to one year while funds are raised and arrangements are made to relocate the monument and accoutrements; however, sixty (60) days following the execution of this document, approval of said settlement by the Court, and dismissal of the

appeal, should the Calhoun Monument Society not take physical possession of the statue, the statue will be held pursuant to the terms of a separate lease agreement, which shall bind the parties until the term of the lease or physical removal of the statue and related items. With notice, and during regular business hours, the City will make the stored items available to the Calhoun Monument Society for inspection and planning purposes. While in storage, the Calhoun Monument Society releases the City from liability for any accidental, but excluding gross negligence and willful, damage or loss to the property exceeding any insurance coverages.

3. The Calhoun Monument Society will take ownership of and shall be responsible for the following items located in the time capsule removed from the base of the statue:
 - a. Three (3) pound cannon ball;
 - b. metal tin believed to contain a lock of Calhoun's hair;
 - c. metal tin containing a funeral banner carried at Calhoun's funeral;
 - d. empty lead box and removed lid;
 - e. business card of the "plumber" who constructed the lead box noted in (d);
 - f. rust encrustment removed from the three (3) pound cannon ball;
 - g. hand blown glass jar sealed with plaster containing approximately fifteen (15) documents handwritten by Calhoun and colonial currency;
 - h. three (3) brass hooks and hardware previously attached to the time capsule;
 - i. five hundred (500) pound limestone time capsule box;
 - j. Charleston newspapers from approximately 1856;
 - k. marble time capsule lid;
 - l. seven (7) large pieces of broken tabby; and

m. approximately twenty-three (23) pieces of broken marble from the time capsule lid.

4. The Calhoun Monument Society shall be responsible for all costs associated with the statue's transport and relocation and agrees to arrange delivery by a suitable moving service to pick up and deliver the statue to the Calhoun Monument Society. Upon taking possession of the monument from the city, the Calhoun Monument Society will forever release the City of Charleston from any damages known or unknown, future or existing, relating to the statute in any way including but not limited to the transportation of the statue from the City of Charleston to the statue's resting place. The Calhoun Monument Society agrees to keep and maintain the statue subject to the terms of the original trust under which it was given.
5. To the extent the original transfer to the City of Charleston by the Ladies Calhoun Monument Association may qualify as a charitable trust, the Parties agree to modify its terms only as expressly set forth herein. This modification allows the City to transfer possession and ownership of the statue to the Calhoun Monument Society in recognition that its display in Marion Square is no longer possible.
6. The Calhoun Monument Society agrees to watch over and keep the statue as "a priceless treasure and sacred trust" in accordance with the terms of the original trust.
7. The Calhoun Monument Society will transfer and re-erect the monument, and the parties agree that in no event will the statue be placed on public or private property within the current boundaries of the City of Charleston now or in the future.

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8. Petitioners expressly and irrevocably waive and voluntarily relinquish any right of redress as set forth in the underlying lawsuit and appeal, including those related to attorney's fees. Each of the parties shall be responsible for their own attorney fees.
9. In the event that one or more of the individual Petitioners does not execute this agreement, the executing Petitioners will take all action necessary to dismiss their appeal, and the transfer required by Section 2 will occur upon resolution of the appeal and the claims of the non-executing Petitioner(s).
10. The terms, provisions, and conditions of this Agreement, which were negotiated at arms' length and in good faith, shall be interpreted and construed in accordance with their plain and ordinary meaning, without application of any rule of interpretation or construction requiring that ambiguous or conflicting terms, conditions, or provisions be interpreted or construed against the Party whose legal counsel prepared the executed or any prior drafts of the Agreement. Accordingly, no claimed ambiguity in this Settlement Agreement and Release shall be construed against any party.
11. The Parties agree that no promises, representations, or agreements have been made in connection with this Agreement, other than those set forth herein, and that they intend this to be a final and binding settlement and release of all claims, whether or not they have been previously asserted or articulated.
12. The Parties agree that if any section or part of this Agreement is held to be invalid by a court of law, the remaining portions of this Agreement shall continue to be in full force and effect.
13. The Parties acknowledge that in exchange for this agreement with the Respondents, Petitioners are dismissing the said appeal they have filed in reliance upon the Respondents

upholding the promise of this agreement, and said dismissal constitutes good and valuable consideration, and said promise of transfer shall be enforceable by specific performance.

14. If any Party is required to initiate legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and fees, including reasonable attorney fees, from the non-prevailing party.
15. The Parties warrant that the signatories below have authority to execute this Agreement, have reviewed its terms, and executed it voluntarily and without duress.
16. This Agreement shall not be altered or amended except by an instrument in writing signed by each of the Parties.
17. The Parties' attorneys are signatories to this Agreement only for the purposes of SCRC 43(k).
18. This Agreement contains the entire understanding of the Parties and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

[REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto executed this Agreement after all Parties have signed.

ACCEPTED & AGREED:

APPELLANTS

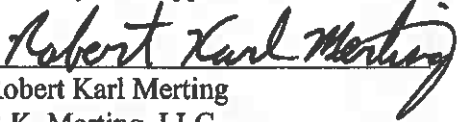
Mark R. Calhoun

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