

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

DEC 08 2016

SC Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Master in Equity

Case No. 2015-CP-07-2599

CGBS Residential, LLC,

Respondent,

v.

Christopher Briggs,

Appellant.

RECORD ON APPEAL

Benjamin T. Coppage
Post Office Box 2473
Beaufort, South Carolina 29901
(843) 694-1696
Attorney for Appellant

INDEX

Order of August 25, 2016 2

Complaint 13

Testimony

 Jeremy M. Walling 28

 Melinda A. Shuman 32

 Michael J. Thorpe 35

 Richard A. Banks 42

Respondent’s Damages Hearing Exhibits

 6 45

 7 66

Certificate of Appellant 81

Order of August 25, 2016

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
CGBS RESIDENTIAL, LLC,)
)
Plaintiff,)
)
vs.)
)
CHRISTOPHER BRIGGS,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
Case No.: 2015-CP-07-2599

FINAL ORDER

This matter came before me on the 27th day of July 2016 at the Beaufort County Courthouse on the Plaintiff's Motion for Damages Hearing. Present at the appointed place and time were the Plaintiff and his attorney, James J. Wegmann, and the Defendant's Attorney, Benjamin T. Coppage. Prior to the start of the hearing, the Defendant, through his counsel, filed a Motion to Compel Arbitration, to Dismiss and a Motion to Set Aside the Default.

PROCEDURAL HISTORY

This action was commenced on October 10th 2015 with the filing of a Summons and Complaint. The Defendant was personally served on November 11th, 2015. On or about December 4th, 2015, Defendant's prior counsel of record contacted the Plaintiff's attorney requesting an extension of time to file responsive pleadings. Plaintiff's counsel granted the Defendant an extension until January 25th, 2016. With no responsive pleadings filed, Plaintiff filed an Affidavit of Default on January 29th, 2016. The Plaintiff served the Affidavit of Default on the Defendant, by first class mail, at the same address he was originally personally served the Summons and Complaint, and on the Defendant's

prior attorney who requested the extension of time to file responsive pleadings. On March 4th, 2016, the Defendant's prior counsel filed a Notice of Motion and Motion to be Relieved as Counsel. On April 6th, 2016, the Defendant's counsel's motion was heard and the relief requested granted with the Defendant's counsel to prepare the order for the Court's signature. On June 9th, 2016, Plaintiff filed a Motion for Damages hearing. On June 15th, 2016, the Clerk of Court issued an order of Reference to the Master in Equity that further indicated the Defendant was "in default" and that, to date the Defendant had not filed any responsive pleadings, a motion to set aside the default, or a motion to enlarge the Defendant's time to answer.

The Defendant was served with the Notice of the Damages hearing by first class mail at the same address he was personally served and was subsequently served with the Affidavit of Default. On July 25th, 2016 the Defendant, through new counsel, filed a Motion to Enforce Arbitration, a Motion to Dismiss and in the alternative a Motion to Set Aside the Default. Having heard the arguments of counsel, considered the documents of record, the testimony of the witnesses, etc., I make the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On the matter of the Defendant's motions, Defendant first argues that the contract the parties signed required the parties to arbitrate their agreement and therefore, the Plaintiff's Summons and Complaint should be dismissed. I find that argument to be without merit. South Carolina Code § 15-48-10(a), and the case law interpreting it, are very clear, notice that a contract is "subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to

arbitration.” The Supreme Court of South Carolina in *Zabinski v. Bright Acres Associates*, 346 S.C. 580, 588-589, 553 S.E.2d 110 (S.C. 2001) stated the terms of section 15-48-10(a) are “clear, and those terms must be applied according to their literal meaning.” In the contract in question, the arbitration notice appears in the body of the contract on the second page. The statutory requirements of S.C. Code § 15-48-10(a) are not present on the first page of the contract and therefore the arbitration clause is not enforceable. Consequently, the Defendant’s Motion to Dismiss based on the enforcement of the arbitration clause is also without merit.

The Defendant next argues that “for good cause shown,” the Defendant should be relieved of default pursuant to Rule 55(c), SCRPC. The Defendant properly recites the factors to be considered in setting aside an “entry of default” under Rule 55(c), SCRPC, as outlined in *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 381 S.E.2d 499 (Ct. App. 1989). The Plaintiff, however, argued that a “default judgment” had already been entered and that the Defendant must seek relief pursuant to Rule 60(b), SCRPC which is a much “more rigorous than the “good cause” standard established in Rule 55(c).” *Sundown Operating Company v. Intedje Industries, Inc.* 383 S.C. 601, 608, 681 S.E.2d 885, 888 (S.C. 2009).

The Court finds that an order of default has already been entered as recited in the order of reference filed on June 15th, 2016 and as further noted in this Court’s order of July 13th, 2016. Therefore, the Court finds that the Defendant would be required to seek relief pursuant to Rule 60(b), SCRPC in order to have the “order of default” set aside. With that said, having reviewed the Defendant’s affidavit and argument of counsel, the Court finds that the Defendant has failed to meet the showing of “good cause” under Rule

55(c), SCRPC. The inability to meet the minimum standard under Rule 55(c) necessarily dictates that the Defendant has not met the rigorous burden under Rule 60(b). Consequently, the Court finds that the Defendant is not entitled to relief under either Rule 55(c) or Rule 60(b). The Defendant, through counsel argues that the first time the Defendant realized that he was in default was when he received the Notice of Hearing, etc. for the July 27th, 2016 damages hearing. The Court finds that argument to be without merit and that argument alone, even if accurate, would not rise to the level required by either standard to set aside the default.

The Defendant was personally served on November 22nd, 2016 with the Summons and Complaint at 27 Lady's Walk, Beaufort, SC 29907. Thereafter the Defendant was served with the Affidavit of Default on February 3rd, 2016 by first class mail at the same 27 Lady's Walk address. Finally, the Plaintiff served the Defendant by first class mail at the same 27 Lady's Walk address with a copy of the Court's July 13th, 2016 Order of Continuance and the Notice of Hearing for the July 27th, 2016 Damages Hearing. Clearly the Defendant received the Summons and Complaint and the Notice of Hearing at the 27 Lady's Walk address. The personal service of the Summons and Complaint promoted the Defendant to have his prior counsel call the Plaintiff's attorney. Likewise, the service of the Notice of Damages Hearing gave rise to the Defendant hiring a second counsel to file the motions for arbitration, dismissal and to set aside the default. Consequently, the Court finds the Defendant had notice of the entry of default on or about February 3rd, 2016 which is over five (5) months from the point that the Defendant finally filed some responsive pleading in the form of the motion to enforce arbitration, dismiss and to set aside the default.

Additionally, given the Defendant has: (1) a law enforcement background; (2) has had the benefit of counsel in this matter since approximately early December of 2015; and (3) nearly six (6) months have passed since the expiration of the extension granted to Defendant to file responsive pleadings, it is incomprehensible that the Defendant didn't know he was in default. For all the reasons stated above, the Court is not persuaded that the Defendant has met the minimal standards of Rule 55(c) or the rigorous standards of Rule 60(b) and therefore the Defendant's motions are denied and the Court proceeded with the damages hearing.

As such, the allegations contained within the Plaintiff's Complaint are deemed admitted. The Court will not fully recite them verbatim in this order but any of the allegations contained in the Complaint not recited herein, are hereby incorporated by reference in this order as if fully recited herein. Now therefore, the Court finds as follows on the matter of damages:

1. The Court has jurisdiction over the subject matter and individuals in this case. Venue is appropriate in this matter and the matter was properly referred to this Court.

2. On or about March 26, 2015, for valuable consideration, the Plaintiff and Defendant entered into the Agreement wherein Plaintiff agreed to act as a construction manager and perform the duties of a construction manager in accordance and as enumerated in their written Agreement.

3. The Agreement concerned the construction of a residence located at 6 Governor Blake Ct., Beaufort, SC 29907, the ("Project") in which the Defendant was acting as his own builder/contractor as evidenced by the "Unlicensed Residential

Builder's Disclosure Statement" recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3387 at Page 1908.

4. The Agreement required the Plaintiff to perform certain duties on behalf of Defendant and for the Defendant to compensate the Plaintiff the sum of 8% of the total cost of the Project as a Construction Management Fee. Said fee was to be paid in monthly draws at a rate of \$2,000.00 per month for a period not to exceed ten (10) months with a final payment based on 8% of the total construction cost minus the monthly draws taken to date.

5. The Plaintiff testified that the total cost to build the project, based on his years of building custom residential homes, was between \$475,000.00 and \$525,000.00. The Defendant applied for a building permit with Beaufort County and stated to the County that the "valuation of construction" was \$376,710.00. Given that this is a damages hearing, the Court is persuaded that the proper amount to be used in calculating the 8% fee is the Defendant's own valuation of construction cost, or \$376,710.00 8% of that amount results in a management fee under the contract of \$30,136.80. The Plaintiff testified that the Defendant had made monthly payments toward the 8% fee of \$7,300.00. Therefore, the Plaintiff is due and owing under the contract as a management fee, \$22,836.80.

6. During the course of the parties' contract, materials used in the construction of the Defendant's home were purchased by various parties at Grayco a local building supply company on the Plaintiff's business account pursuant to an oral agreement between the Plaintiff and the Defendant. The Plaintiff presented, through several Grayco employees, numerous invoices that fall into two categories, those

materials that were "delivered" by Grayco employees to the Defendant's job site and those materials that were physically picked up at the building center for the Defendant's job site.

7. The total amount presented as due and owing by Grayco for materials either delivered to the Defendant's job site or picked up for use at the Defendant's job site, on the Plaintiff's account, plus interest to the date of the hearing, was \$46,438.47. In arriving at that number, the Grayco employees testified that all credits for any returned items, etc. had been applied and that Grayco had, for the time being, suspended the interest charges that apply on this type of account. There was further testimony by several witnesses that they believed all the invoices entered into evidence represented amounts still due and owing to Grayco and that those materials were actually delivered and/or picked up and used in the construction of the Defendant's home.

8. The parties' contract requires the Defendant to indemnify, defend and hold the Plaintiff harmless from and against all claims, damages, losses and expenses. The Grayco employees testified that, although they understand the Plaintiff's predicament, they expect the Plaintiff's account to be paid in full regardless of whether or not said amount is paid by the Defendant or the Plaintiff. In addition to the parties' contract, the parties made an oral agreement allowing the Defendant to order materials on CGBS's account at Grayco Building Center so long as he made timely payments for those materials ordered on CGBS's account. Pursuant to this agreement, Defendant purchased or caused to be purchased those items and materials referred to in Paragraphs 6 and 7, *supra*. Plaintiff failed to pay for the items ordered on CGBS's account and, therefore, the

Court finds that the Plaintiff is entitled to a judgment against the Defendant for the total amount of the outstanding Grayco bill of \$46,438.47.

9. Additionally, there was testimony that the Plaintiff had routinely paid subcontractors and for other materials and that the Defendant had thereafter reimbursed the Plaintiff for those invoices. As of the date of the hearing, the Plaintiff testified that the Defendant had not reimbursed the Plaintiff for the following invoices:

- a. \$150.00 to Collins Pest Control for the required pre-termite treatment; and
- b. \$512.32 to Pro Disposal Dumpster for dumpster rental;

The total amount of the two (2) invoices being \$662.32. The Court finds the Plaintiff is entitled to recover from the Plaintiff \$662.32 for the repayment of these invoices.

10. The parties' contract, both in the indemnity paragraph and in a separate attorney's fees and costs paragraph allows the Plaintiff to recover from the Defendant its reasonable attorney's fees and costs. The Plaintiff's counsel filed an affidavit of attorney's fees and costs calculating attorney's fees and costs up to the date of the hearing in the amount of \$8,113.31. The amount did not include hearing prep and hearing time on the day of trial or the time anticipated to draft the order, etc. When awarding attorney's fees, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the legal services rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Baron Data Sys., Inc., v. Loter*, 297 S.C. 382, 384-85, 377 S.E.2d 296, 297 (S.C. 1989). The Court, in considering the factors delineated in the *Baron Data Sys., Inc.* case, the Court finds the amount claimed to be appropriate and reasonable. In addition, the final amount in the order shall reflect the addition of hearing prep and hearing time on the day of trial and the time to draft this order. The attorney's fee amount claimed includes the attorney's time prior to filing the suit in which the attorney attempted to resolve the issues with

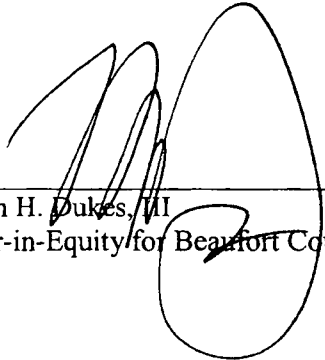
both the Defendant and Grayco Building Center.¹ The matter in general is not an overly difficult matter but the matter spanned several areas of law to include contracts, mechanic's liens, conversion, etc. The Court finds the time devoted to attempting to resolve multiple issues with several parties was reasonable and the Plaintiff's attorney has been practicing in these areas of the law for a considerable amount of time appearing regularly in this Court on such matters. This matter was not a contingency case but I find the fee charged to be customary for the type of matter charged by attorneys with similar backgrounds and experience. Finally, the Plaintiff's attorney has obtained a favorable outcome for his client and the total final judgment reflects a sum that makes the Plaintiff whole or as near whole as possible as if the contract had not been breached by the Defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows, to wit:

- A. The Plaintiff shall have judgement in this matter against the Defendant in the sum of \$80,771.30 broken down as follows:
- a. Remaining 8% Management Fee - \$22,836.80
 - b. Grayco Materials Bill - \$46,438.47
 - c. Collins Pest Control Bill - \$150.00
 - d. Pro Disposal, LLC Bill - \$512.32
 - e. Attorney's Fees and Costs - \$10,833.71

¹ The attorney's fee affidavit reflects that prior to drafting and filing the Summons and Complaint there was considerable effort to resolve the matter that included attempting to resolve the Mechanic's Lien in which the Plaintiff was named as a Defendant with Grayco's attorney as well as attempting to resolve the ultimate matter with the Defendant.

AND IT IS SO ORDERED.



Marvin H. Dukes, III
Master-in-Equity for Beaufort County

August 25, 2016
Beaufort, South Carolina

15-2595

Complaint

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)
)
 CGBS RESIDENTIAL, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 CHRISTOPHER BRIGGS,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 Case No.: 2015-CP-07-2599

COMPLAINT
 (Jury Trial Demanded)

2015 OCT 29 PM 4:26
 JERRI ANN ROSENEAU
 BEAUFORT COUNTY, S.C.
 CLERK OF COURT

Plaintiff, CGBS Residential, LLC (“CGBS”), complaining of Defendant, Christopher Briggs (“Briggs”), alleges the following:

JURISDICTIONAL MATTERS

1. CGBS is a South Carolina Limited Liability Company engaged in the residential construction business in Beaufort County, South Carolina.
2. Upon information and belief, Briggs is a resident of Beaufort County, South Carolina.
3. This action concerns a construction management agreement (“Agreement”) entered into by the parties in which Briggs hired CGBS to “render general management services” to Briggs in the building of a custom home located in Beaufort County, South Carolina on Lot 34, Vivian’s Island, the (“Property”).
4. Upon information and belief, this Court has jurisdiction over the parties hereto and the subject matter thereof.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

1. On or about March 26, 2015, for valuable consideration, Briggs and CGBS entered into the Agreement wherein CGBS agreed to act as a construction manager and perform the duties of a construction manager in accordance and as enumerated in the Agreement. Agreement attached hereto as Exhibit “A”.

2. The Agreement concerned the construction of a residence located at 6 Governor Blake Ct., Beaufort, SC 29907, the ("Project") in which Briggs was acting as his own builder/contractor as evidenced by the "Unlicensed Residential Builder's Disclosure Statement" recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3387 at Page 1908, a copy of which is attached hereto as Exhibit "B".

3. The Agreement required CGBS to perform certain duties on behalf of Briggs and for Briggs to compensate CGBS the sum of 8% of the total cost of the Project as a Construction Management Fee. Said fee was to be paid in monthly draws at a rate of \$2,000.00 per month for a period not to exceed ten (10) months with a final payment based on 8% of the total construction cost minus the monthly draws taken to date. Final payment was due and owing upon the issuance of a Certificate of Occupancy.

4. As part of the Agreement, Briggs requested and CGBS agreed to allow Briggs to order materials on CGBS's account at Grayco Building Center, ("Grayco"), 20 Sam's Point Road, Beaufort, SC 29907.

5. As part of the Agreement and in furtherance of their Agreement, Briggs began to order materials from Grayco on CGBS's account. Thereafter, Grayco delivered the materials and the materials were used by various subcontractors in the construction of the Project. In accordance with the parties' Agreement, Briggs initially made timely payments on CGBS's account for the materials he ordered and incorporated into the Project.

6. Briggs continued to order materials from Grayco through approximately July 7th, 2015 and upon information and belief, all materials ordered were delivered and incorporated into the Project. However, Briggs failed to make any further payments for materials ordered and delivered to the Project from approximately June 3rd, 2015 until the

last charge invoice on July 7th, 2015. The total amount due and owing under the CGBS account for materials ordered and delivered by Grayco at Briggs request being approximately \$42,611.75.

7. On or about July 7th, 2015, Briggs notified CGBS that he was cancelling the Agreement, cancellation attached hereto as Exhibit "C", due to:

- a. Problems with subcontractors;
- b. Not managing the days to day [construction] up to standards; and
- c. Not properly bidding the job.

8. CGBS is informed and believes that Briggs is required by the parties' Agreement to indemnify, defend and hold harmless CGBS from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance or non-performance of Briggs duties to CGBS.

9. CGBS is informed and believes that Briggs, without sufficient cause, breached the parties' Agreement in the following particulars, to include but not limited to:

- a. By failing to provide CGBS with sufficient detail of the subcontractor problems, the construction standards that were deficient, or how the Project was improperly bid by CGBS, such that CGBS could, within the ten (10) day period allowed in the Agreement, cure the alleged defaults, remedy the alleged issues and continue with the project;
- b. By failing to compensate CGBS in accordance with the parties agreement;
- c. By failing to indemnify, defend and hold CGBS harmless from Grayco's claim for \$42,611.75 on CGBS's account with Grayco for materials ordered by Briggs for use in the construction of the Project; and

d. By such further and additional actions or inactions on the part of Briggs as may be shown by CGBS at the trial in this matter.

10. On or about July 31st, 2015, Grayco notified Briggs and CGBS that \$42,611.75 was due and owing under the CGBS account and that if not paid, Grayco intended to file mechanic's lien in accordance with the applicable statute.

11. In the hopes of resolving the matter, CGBS, on or about August 11th, 2015, through its attorney, notified Briggs in writing that the balance owed Grayco under CGBS's account needed to be rectified.

12. On or about September 16th, 2015, Grayco filed a Notice and Certificate of Mechanic's Lien in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 110 at Page 2429, naming both CGBS and Briggs and demanding the payment of \$41,761.83 in accordance with the Verified Statement of Account attached to the Notice.

13. To date, CGBS is informed and believes that Briggs has willfully and maliciously refused to pay the balance due and owing under CGBS's account with Grayco for the materials ordered by Briggs and used by Briggs in construction of the Project.

14. As the direct and proximate result of Briggs' breach and repudiation of the parties' Agreement, CGBS has been damaged in the following particulars:

- a. \$150.00 for required pre-termite treatment;
- b. \$806.23 for Pro Disposal Dumpster;
- c. \$905.46 remaining on contract as of 7/5/15;
- d. Expectation interest in the amount of 8% of the remaining construction price of the total cost of the house as contractually agreed upon; and

e. \$42,711.75 for failing to pay as agreed for the materials ordered by Briggs from Grayco for the construction of the Project on CGBS's account for which Grayco has been demanding payment.

15. As a direct and proximate result of Briggs' actions, CGBS has been denied credit by Builder's First Source due to the lien filed by Grayco, which upon information and belief, Briggs knew would be filed in the event the account was not properly and timely paid.

16. Additionally, as a direct and proximate result of Briggs failure to make a timely payment on the Grayco account, CGBS has lost, to date, an additional project totaling in excess of \$550,000.00 to which CGBS's profit would have exceeded \$68,100.00.

17. CGBS is informed and believes it is entitled to a judgment against Briggs as follows:

- a. in an amount sufficient to compensate CGBS for its actual, incidental and consequential damages under the parties' Agreement, the exact amount to be determined at trial;
- b. the total amount due and owing on the Grayco account attributable to the purchases made by Briggs on the account;
- c. for its lost profit on the job lost due to Briggs' willful and intentional failure to make payment on the Grayco account; and
- d. for reasonable attorney's fees and costs incurred by CGBS in this matter as allowed by the parties' Agreement.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract Accompanied by Fraudulent and Deceptive Acts and Conduct)

18. CGBS repeats, realleges, and incorporates herein by reference all the foregoing allegations hereof.

19. CGBS is informed Briggs breached the parties' Agreement and that Briggs' breach of the Agreement was done with fraudulent intent, that intent being to cause CGBS to be responsible for the unpaid invoices ordered and used by Briggs on CGBS's account at Grayco.

20. CGBS is informed and believes that Briggs purchased the materials for the construction of the Project on CGBS's account with the intent to not make payment on their account and thereby unlawfully and wrongly appropriated materials for the construction of his home and that Briggs did in fact order and incorporate materials in the Project for which he intentionally, willfully and wrongfully failed to make payment on.

21. CGBS is informed and believes that as a result of Briggs' dishonesty in fact, unfair dealing and unlawful appropriation of property, CGBS is entitled to its actual damages as illustrated above, punitive damages, and reasonable attorney's fees and costs, the amounts to be determined at trial.

FOR A THIRD CAUSE OF ACTION
(Conversion)

22. CGBS repeats, realleges, and incorporates herein by reference all the foregoing allegations hereof.

23. By virtue of the parties' construction management agreement, CGBS is informed and believes that CGBS had an interest in the construction products and/or materials ordered by Briggs directly from CGBS Grayco account that has an outstanding balance in the amount of \$42,611.75, which was to be paid by Briggs to Grayco under the terms and conditions of the agreement and/or contract.

24. CGBS is informed and believes that Briggs falsely and fraudulently converted the construction products and/or materials that were ordered by Briggs through CGBS Grayco account and used in the construction of the project.

25. CGBS is informed and believes that Briggs' illegal and fraudulent conversion of the construction products and/materials was done without CGBS' permission.

26. CGBS is informed and believes Briggs has wrongfully refused to pay CGBS' Grayco outstanding balance in the amount of \$42,611.75.

27. CGBS is informed and believes that Brigg's conversion of construction products and/or materials was accomplished recklessly and with conscious indifference to CGBS' interest or rights to them.

28. As a result of Briggs' conversion of construction products and/or materials and the refusal to pay for them and to make CGBS Grayco account current, in addition to actual damages, CGBS is informed and believes that CGBS is entitled to interest from the date of conversion and is entitled to recover punitive damages in such amount as to be determined at trial.

WHEREFORE, CGBS prays for the judgement, order and decree of the Court providing the following:

- a. Granting judgement in favor of CGBS and against Briggs for actual, incidental, consequential and punitive damages in such amounts as to be determined at trial, on account of Briggs' breach of contract; breach of contract accompanied by fraudulent acts; and for the wrongful conversion of property;
- b. Granting judgement in favor of CGBS and against Briggs for the value of the expectation interest CGBS would have made in the lost opportunity due to the actions of Briggs in failing to make the required payment to Grayco.
- c. Providing to CGBS such other and further relief as the Court may determine to be just and proper.

WEIDNER, WEGMANN & HARPER, LLC

By: 

James J. Wegmann, Esquire
6 Professional Village Circle
Beaufort, South Carolina 29907
(843) 521-0004
Attorney for the Plaintiff

Beaufort, South Carolina
10/28, 2015



CONSTRUCTION MANAGEMENT AGREEMENT

THE BRIGGS RESIDENCE
LOT 34, VIVIAN'S ISLAND
BEAUFORT, S.C. 29907

THIS CONSTRUCTION MANAGEMENT AGREEMENT is entered into on March 25, 2015, by and between Mr. and Mrs. Chris Briggs, Lot 34, Vivian's Island, Beaufort, South Carolina, 29907 (hereinafter referred to as the Owner), and CGBS Residential, LLC, P.O. Box 875, Beaufort, South Carolina 29901 (hereinafter referred to as the Manager)

RECITALS:

WHEREAS, Owner intends to construct the Briggs Residence (hereinafter referred to as the Project) and desires to engage Manager to render general management services with respect thereto; and

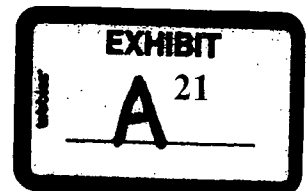
WHEREAS, Manager has significant expertise in connection with the management of construction projects and desires to manage the Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties agree as follows:

MANAGEMENT OF PROJECT: In connection with the construction of the Briggs Residence located at Lot 34, Vivian's Island, Beaufort, South Carolina 29907, Owner hereby employs Manager and Manager does hereby agree to undertake all construction management obligations and services with respect to the project.

DUTIES OF THE MANAGER: Manager's duties shall include, without limitation, the following:

- a. Consult and advise Owner on all aspects of the Project including the consideration of green alternatives proposed by the architect in the schematic design phase;
- b. Review agreements which Owner may desire to enter into with respect to the Project;
- c. Consult with Owner in connection with the preparation of budgets, reports, scheduling, evaluations, cost estimates, bid packages in connection with the selection of contractors, materials, and issuance of permits;
- d. Approve invoices for payments for contractors, subcontractors, material men and other ordinary expenses related to the Project;
- e. Advise Owner in obtaining necessary permits, complying with applicable laws, and making sure that all necessary safety precautions have been obtained; and
- f. Advise Owner as to the types and amounts of insurance that Owner should carry with respect to the Project.



WORKING HOURS: Time is of the essence for this Agreement. The parties acknowledge that Manager will devote sufficient time each week during the planning and development phase of the project as well as the construction phase to accomplish all of Manager's duties to Owner.

COMPENSATION: Owner agrees to pay Manager the sum of 8% of the total cost of the Project as a Construction Management Fee. Said Construction Management Fee will be paid in monthly draws at a rate of \$2,000.00 per month, in advance, for a period not to exceed ten (10) monthly payments. A final payment based on the total cost of construction less the monthly draws paid will be due and payable in full at the time that the Certificate of Occupancy is received for the Project.

TERM: This contract will terminate automatically upon completion by CGBS Residential, LLC of the Services required by this Contract or receipt of the Certificate of Occupancy, whichever comes sooner.

INDEMNITY: To the fullest extent permitted by law, Manager and Owner will mutually indemnify, defend and hold each other harmless from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance or non-performance of each other's duties during the period of the Project.

DEBRIS: Manager agrees that at all times Manager shall keep the premises free from accumulation of waste materials or rubbish caused by any contractors operations.

DEFAULT: The occurrence of any of the following shall constitute a material default under this Agreement.

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of the party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the

reasonable control of the party in committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party shall select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of South Carolina.

WAIVER OF CONTRACTURAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT: This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the Agreement.

BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of Owner and Owner's successors or assigns, and shall be binding upon and inure to the benefit of Manager and Manager's heirs, personal representatives, successors or permitted assigned.

ATTORNEY'S FEE: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.


THE PARTIES have hereunto set their hands the day and year first above written.

OWNER:


CHRIS BRIGGS

DATE: 3/26/15

MANAGER:


MIKE THORPE-PRESIDENT
CGBS RESIDENTIAL, LLC

DATE: 3/26/15

2/15 PW
Brianna



BEAUFORT COUNTY SC - ROD
BK 3387 Pgs 1908-1909
FILE NUM 2015014115
03/25/2015 01:10:29 PM
REC'D BY rwebb RCPT# 769838
RECORDING FEES \$15.00

COUNTY OF BEAUFORT, SOUTH CAROLINA
Unlicensed Residential Builder's Disclosure Statement

Leave above space Blank for Recording

HOMEOWNERS ACKNOWLEDGEMENT UNDER SC CODE, SECT 40-59-260(E):

I am the property owner of the property described on the attached. This structure has been constructed or modified by the owners as an unlicensed builder. (NOTE: You must attach the legal Property Description and District-Map-Parcel No. information from Property Owner's Deed to this document, and file this document & attachment with the County Register of Deeds. Filing fee is \$15.)

Street Address: 6 Governor Blake Ct.

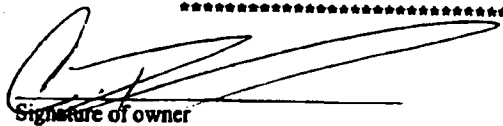
State law requires construction to be performed by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property to act as your own contractor with certain restrictions even though you do not have a license.

You may build or improve a one-family or two-family residence or a farm outbuilding.

The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved within 2 years after the construction is complete, the law presumes that you built or substantially improved it for sale or lease, which is in violation of this exemption.

You must provide direct, onsite supervision of the construction yourself. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that persons employed by you have licenses required by state law or municipal licensing ordinances or both. You may not delegate the responsibility for supervising work to an unlicensed contractor or to a licensed contractor who is not licensed to perform such work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you.

Your construction must comply with all applicable laws, ordinances, building codes and zoning regulations.



Signature of owner

Date 03-25-2015

Christopher Briggs
Print owner's name as appears on Deed

The foregoing instrument was acknowledged before me by Christopher Briggs
who is personally known to me, or has produced personally known as identification.

WITNESS my hand and official seal this 25 day of March, A.D., 2015.


Notary Public Signature

My Commission expires: 10/2/2023



Cancellation of Contract

Christopher Briggs
6 Governor Blake Ct
Beaufort, SC 29907

07/07/2015

Mike Thorpe
CGBS
P. O. Box 875
Beaufort, SC 29901

Dear Mike Thorpe,

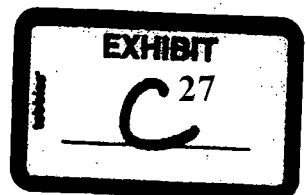
I am writing you today to cancel our contract for the construction management of: 6 Governor Blake Ct, Beaufort SC 29907

Our contract is being cancelled for the following reasons: Problems with subcontractors, not managing the day to day conduction up to standards, not properly bidding the job.

Cancellation of the above referenced contract is effective immediately for violating the terms and conditions that were stated in our contract as stated above. Please call me at the phone number found above if you have any questions regarding this contract cancellation.

Best regards,

Christopher Briggs



Testimony of Jeremy M. Walling

1 weeks.

2 Q. Okay. And were those materials either
3 truck delivered or customer picked up?

4 A. Yes.

5 Q. All right. Were all of those materials
6 paid for?

7 A. Paid for by check.

8 Q. Okay. And no problems with the check?

9 A. No problems with the check.

10 MR. WEGMANN: All right. Please
11 answer any questions that Mr. Coppage may have of
12 you.

13 MR. COPPAGE: Thank you.

14 CROSS EXAMINATION

15 BY MR. COPPAGE:

16 Q. Mr. Walling, what is Grayco's policy on
17 the acceptance of an invoice? My question comes
18 basically from -- I'm looking at these invoices,
19 but -- Plaintiff's Exhibit 6 and 7 at the bottom
20 they have a signature line with a name under the
21 line and sometimes a signature above, sometimes no
22 signature.

23 A. Uh-huh.

24 Q. How does that name get there and what does
25 that mean?

1 A. On a call-in delivery it is almost
2 impossible to get a signature because they are
3 usually calling from the job site.

4 Q. Uh-huh.

5 A. Customer pick up, they are actually at a
6 terminal face-to-face. And then that is when they
7 sign.

8 Q. Okay. And who is the -- so it's the
9 person making the order who is the person that is
10 reflected --

11 A. Correct.

12 Q. -- at the bottom of these invoices? On
13 any of these invoices we've looked over is Chris
14 Briggs' name present?

15 A. I would be happy to go back through them.
16 I do not see a Chris Briggs' signature.

17 Q. And is his name below any of those
18 signature lines?

19 A. No.

20 Q. And does it appear that he has signed
21 above any of those signature lines?

22 A. No.

23 Q. Do you know whose signature is above the
24 signature lines?

25 A. I know several.

1 Q. Could you tell us who those are?

2 A. I see Clyde Padgett who was a
3 subcontractor. I see Mike Thorpe. I see Ernest
4 Black, Mike Thorpe, Clyde Padgett, Clyde Padgett. A
5 lot of Clyde Padgetts.

6 Q. Did you ever have a conversation with
7 Chris Briggs in which he said or he represented that
8 he was -- had permission to buy things on CGBS
9 Residential's account?

10 A. Chris and I never had that conversation
11 directly.

12 Q. Did you ever have that conversation with
13 anybody from CGBS Residential?

14 A. In terms of Christopher Briggs being able
15 to charge?

16 Q. Yes, sir.

17 A. No, I did not.

18 Q. All right. And earlier on in your
19 testimony you said that Grayco started delivering
20 items to the site in June -- around June 15th or
21 early July. Was that of 2015?

22 A. 2015.

23 Q. Okay. And those items are all of those
24 items that are listed here on these invoices?

25 A. Yes.

Testimony of Melinda A. Shuman

1 becomes overdue?

2 A. Yes, sir.

3 Q. You inspect the records and keep those
4 records?

5 A. Yes, sir.

6 Q. And the outstanding amount due as shown on
7 Plaintiff's Exhibit 6 and Plaintiff's Exhibit 7
8 shows that those were sold to CGBS; is that correct?

9 A. Yes, sir.

10 Q. All right. And CGBS Residential is the
11 party who has an outstanding balance with Grayco,
12 correct?

13 A. Yes, sir.

14 Q. Do you have any reason to believe that
15 CGBS Residential gave Mr. Briggs permission to order
16 things on its line of credit at Grayco?

17 A. That would not be something I would be
18 aware of.

19 Q. Has a bill for any of the items shown in
20 Plaintiff's Exhibit 6 and Plaintiff's Exhibit 7 ever
21 been sent to Mr. Briggs?

22 A. They were delivered -- according to the
23 records, they were delivered to the job site or
24 picked up by CGBS.

25 Q. They were delivered to the job site

1 addressed to CGBS?

2 A. Six Governor Blake Court.

3 Q. And you have no way of knowing whether or
4 not any of these items was actually used on the
5 Briggs' residence, do you? You just --

6 A. I would have no knowledge of that.

7 MR. COPPAGE: Okay. No further
8 questions, Your Honor.

9 JUDGE DUKES: All right. Any other
10 questions, Mr. Wegmann?

11 MR. WEGMANN: No.

12 JUDGE DUKES: Thank you so much.

13 THE WITNESS: Thank you.

14 MR. WEGMANN: Call Mr. Thorpe.

15 COURT REPORTER: Mr.?

16 MR. WEGMANN: Thorpe.

17 JUDGE DUKES: Sir, please hold your
18 right hand up. Do you wear or affirm to tell the
19 truth, the whole truth, and nothing but the truth so
20 help you God?

21 MR. THORPE: I do.

22 JUDGE DUKES: State your whole name
23 for the record, please.

24 MR. THORPE: Michael J. Thorpe.

25 JUDGE DUKES: Go ahead, Mr. Wegmann.

Testimony of Michael J. Thorpe

1 WHEREUPON:

2 MIKE THORPE, being duly sworn and
3 cautioned to speak the truth, the whole truth and
4 nothing but the truth, testifies as follows:

5 DIRECT EXAMINATION

6 BY MR. WEGMANN:

7 Q. Mr. Thorpe, what do you do for a living?

8 A. General contractor, residential builder.

9 Q. Okay. You are affiliated with CGBS?

10 A. Yes, I own it.

11 Q. Okay. And how long have you owned it?

12 A. Since '06.

13 Q. At some point in time you became involved
14 with Mr. Briggs, the Defendant?

15 A. Yes.

16 Q. How did you become involved with Mr.
17 Briggs?

18 A. I was referred to Mr. Briggs by the
19 designer that was designing his house. And two
20 people referred my company to Mr. Briggs, also.

21 Q. Okay. I want to make clear we earlier had
22 put into the record that Mr. Briggs served as his
23 own builder. Was your license used to build this
24 house?

25 A. No.

1 it? What was the cost of the project at that point?

2 A. Roughly close to a hundred thousand
3 dollars. Between 80 -- let's see. Twenty-four on
4 the foundation, 23 on the piles. And then the 40 --
5 close to a hundred.

6 Q. So -- and you've estimated that the whole
7 project was about \$400,000?

8 A. I would say 475 to five and a quarter.

9 Q. And that would just be based on an
10 estimate -- a guess of what happened --

11 A. That's correct.

12 Q. -- subsequent to your --

13 A. That's correct.

14 Q. And now can you tell me -- to go back to
15 your construction management agreement, is there
16 anywhere in the agreement that points out that Mr.
17 Briggs can order items on your Grayco account?

18 A. That he had permission to do so?

19 Q. Yes.

20 A. No.

21 Q. And you testified that you had an
22 agreement for him to order items?

23 A. No, I didn't.

24 Q. Did you have an agreement like that?

25 A. Mr. Briggs and I had an agreement that we

1 were going to purchase the materials to build his
2 house on my Grayco account. And he was going in
3 weekly to pay that bill. That was the agreement.

4 Q. When did you make that agreement?

5 A. When we signed the management agreement.
6 I think it states in here that he is to pay all the
7 bills.

8 Q. Do you have a copy of the complaint handy?
9 Number 4 -- let's see if that is -- everything is
10 just numbered right on through. Number four
11 under -- four, first cause of action, breach of
12 contract?

13 A. Uh-huh.

14 Q. That says as part of the agreement Briggs
15 requested and CGBS agreed to allow Briggs to order
16 materials on CGBS's account at Grayco Building
17 Center?

18 A. Correct.

19 Q. But you are saying that that is not
20 accurate?

21 A. No, that is accurate.

22 Q. I understood that what you just told me
23 was that you would order materials for the job and
24 he would reimburse you?

25 A. No. We would order the materials for the

1 job and he would go in and pay Grayco for them.

2 Q. All right. So there was no agreement to
3 allow him to order materials?

4 A. Well, we were building his house. So I'm
5 assuming that if he needed something he could go in
6 and order it. He was paying the bill.

7 Q. But there was no agreement as Number 4
8 here says to allow him to order materials on your
9 account at Grayco?

10 A. Well, I will have to sit here and read
11 this and see if it's in here somewhere.

12 MR. WEGMANN: At this point, Your
13 Honor, I would just object a little bit. Everything
14 within the complaint is already deemed admitted.

15 JUDGE DUKES: Yeah, true enough.
16 I'll let him finish his answer though.

17 MR. WEGMANN: I understand, Your
18 Honor, but everything that is in the complaint is
19 already deemed admitted.

20 MR. COPPAGE: Your Honor, I'm asking
21 questions not to show whether or not the contract
22 existed or this agreement existed between them, but
23 to show whether or not Mr. Briggs was actually the
24 one making these purchases. I believe that is what
25 we are here to show that -- or specifically this

1 cause of action that whereby the damages that arose
2 from his purchasing these things on CGBS's account.
3 So, if he wasn't purchasing these things on CGBS's
4 account there are no damages there.

5 MR. WEGMANN: Well, I can appreciate
6 that, but in failing -- the breach of contract claim
7 says by failing to indemnify Defendant hold harmless
8 Grayco's claim for which materials were ordered for
9 use in construction of the project. I mean, there
10 is an indemnity clause within the contract. It's
11 deemed admitted. It's deemed it's in breach. And
12 he had an obligation to indemnify and hold him
13 harmless from it.

14 JUDGE DUKES: Tell you what, I'll
15 certainly allow the witness to answer the question
16 that was asked. And that was -- I think it had to
17 do with whether or not Mr. Briggs himself ordered
18 materials and whether or not there was an agreement
19 to allow him to do so. So was that your question,
20 Mr. Coppage?

21 MR. COPPAGE: It was.

22 JUDGE DUKES: Okay. So if you could
23 answer that question, sir.

24 THE WITNESS: Whether he ever ordered
25 any material himself I can't answer that. I don't

1 know. He may have. He may not. As far as it being
2 written in here that he could or could not, I mean,
3 this is what it is.

4 BY MR. COPPAGE:

5 Q. And Mr. Thorpe, if you have Plaintiff's
6 Exhibits 6 and 7 handy?

7 A. I have 6. There it is. Okay.

8 Q. Did you hear earlier Mr. Walling testify
9 that it was the policy of Grayco to put the name of
10 the person who ordered materials at the bottom of
11 their invoices?

12 A. Yes.

13 Q. And do you see Mr. Briggs' name at the
14 bottom of any of these invoices?

15 A. No.

16 Q. Mr. Thorpe, were all of the items shown on
17 Exhibit 6 and 7 all used for Mr. Briggs' project?

18 A. Yes.

19 Q. Do you know why Mr. Briggs chose end his
20 relationship with CGBS?

21 A. He no longer needed us. We got him
22 through the hard part.

23 Q. Hired somebody else for the rest of it?

24 A. He -- his father or stepfather or
25 something is a builder in New York. I think Briggs

Testimony of Richard A. Banks

1 A. About three years now.

2 Q. Okay. I'll cut to the chase. During the
3 time period that CGBS was working under the
4 construction management agreement at the Briggs'
5 residence on Vivians Island, were you employed by
6 CGBS?

7 A. Yes.

8 Q. Did you have any personal dealings with
9 the Vivians Island build?

10 A. Yes.

11 Q. All right. You heard the testimony.
12 You've seen the invoices and et cetera. Do you have
13 any reason to believe that those materials that
14 Grayco said delivered and/or were picked up were not
15 used in the Briggs' residence?

16 A. No. They were used there.

17 Q. Okay. Were you part of any discussions as
18 to whether or not some of them could have not been
19 delivered or were delivered?

20 A. Only hearing after the fact.

21 Q. Okay. So I don't want to go there with
22 you. Did you do any of the onsite management out
23 there on a day-to-day basis?

24 A. Yes.

25 Q. Okay. Did you see Grayco trucks deliver

1 materials?

2 A. Yes.

3 Q. All right. Did you yourself go pick up
4 any materials as it relates to this job?

5 A. Not for that job.

6 Q. Okay. And we heard earlier that some of
7 the names mentioned, Mr. Padgett and that, those
8 were subcontractors?

9 A. Correct, yes.

10 MR. WEGMANN: Okay. Nothing further,
11 Your Honor.

12 JUDGE DUKES: All right. Mr.
13 Coppage?

14 MR. COPPAGE: Nothing for this
15 witness, Your Honor.

16 JUDGE DUKES: Okay. Mr. Wegmann,
17 anything else?

18 MR. WEGMANN: No, sir.

19 JUDGE DUKES: All right. Happy to
20 hear any final argument from counsel.

21 MR. WEGMANN: Just briefly, Your
22 Honor. Under the pleadings you will notice that
23 there are several causes of action that are deemed
24 admitted here that deal with breach by fraudulent
25 act, conversion, et cetera. And in those causes of

Respondent's Damages Hearing Exhibit No. 6

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-035479 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNORS TRACE VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON:	6/2/2015 10:26:01 AM
CUST PICKUP	6/2/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	Y	Price	Per	Amount
Order: 1506-U34354								
11	EA	2616T2P	2X6X16 #2 TREATED "PRIME" ABOVE GROUND		Y	8.9500	EA	98.45
22	EA	2616S	SPF-2X6X16 #2 SPRUCE S4S		Y	8.6900	EA	191.18
8	EA	2416T2P	2X4X16 #2 TREATED "PRIME" ABOVE GROUND		Y	6.9900	EA	55.92
68	EA	2416S	SPF-2X4X16 #2 SPRUCE S4S		Y	6.0500	EA	411.40
150	EA	248T2P	2X4X8 #2 TREATED "PRIME" ABOVE GROUND		Y	3.5800	EA	538.50
40	EA	12CD4T	TREATED-1/2X4X8 4PLY CDX PLYWOOD		Y	23.1500	EA	926.00
100	EA	2616T2P	2X6X16 #2 TREATED "PRIME" ABOVE GROUND		Y	8.9500	EA	895.00
		Adjustment	DELIVERY FEE					15.00

COPY
 Del. 6/2/15
 Paul
 TRK #7
 \$ 48,109.67

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 3,318.44

SC2 6.00%	SubTotal	3,131.45
	Sales Tax	186.99
	Deposit	
Please Pay This Amount		3,318.44

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-040088 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNORS TRACE VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/4/2015 12:11:23 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTSD
CASHIER	SDAVIS
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U35543								
32	EA	SOEL	BLI 700 14" X 24' I-JOIST		Y	68.3500	EA	2,187.20
2	EA	SOEL	BLI 700 14" X 32' I-JOIST		Y	91.0900	EA	182.18
13	EA	SOEL	BLI 700 14" X 18' I-JOIST		Y	51.2500	EA	666.25
2	EA	SOEL	BLI 700 14" X 10' I-JOIST		Y	28.4700	EA	56.94
4	EA	SOEL	1-3/4" X 18" X 24' LVL		Y	162.8800	EA	651.52
14	EA	SOEL	1-1/8" X 14" X 12' RIMBOARD		Y	24.0000	EA	336.00
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS	SubTotal	4,095.09
Charge to Acct 4,339.90	SG2 6.00% Sales Tax	244.81
	Deposit	
	Please Pay This Amount	4,339.90

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-040498 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/4/2015 2:01:23 PM
DELIVER ON	6/4/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

PLEASE DELIVER 6/4/15
 THANKS...NEEDS A.S.A.P.

Quantity	UM	Item	Description	Unit	Price	Per	Amount
Order: 1506-U40143							
4	EA	LVL117820	LVL-1.75 X 11 7/8-20' BEAM	Y	80.8000	EA	323.20
1	EA	LVL117824	LVL-1.75 X 11 7/8-24' BEAM	Y	96.9900	EA	96.99
1	EA	LVL1420	LVL-1.75 X 14-20' BEAM	Y	99.1900	EA	99.19
1	EA	LVL1424	LVL-1.75 X 14-24' BEAM	Y	118.3500	EA	118.35
1	EA	LVL1428	LVL-1.75 X 14-28' BEAM	Y	138.4500	EA	138.45
3	EA	LVL1620	LVL-1.75 X 16-20' BEAM	Y	112.5500	EA	337.65

COPY

COPY

Del 6/4/15

Don

TRK#17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 1,180.66

SC2 6.00%	SubTotal	1,113.83
	Sales Tax	66.83
	Deposit	
Please Pay This Amount		1,180.66

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-047621 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/8/2015 3:23:51 PM
CUST PICKUP	6/8/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	BGRAVE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U41912								
224	EA	STUD2610	SPF--2X6X117" #2 SPRUCE STUD	Y		6.4000	EA	1,433.60
200	EA	STUD2410	SPF--2X4X117" #2 SPRUCE STUD	Y		3.2500	EA	650.00
60	EA	2616S	SPF--2X6X16' #2 SPRUCE S4S	Y		8.6900	EA	521.40
40	EA	2416S	SPF--2X4X16' #2 SPRUCE S4S	Y		6.0500	EA	242.00
12	PC	2816P	SYP--2x8x16' #2 SYP S4S	Y		9.1600	PC	109.92
7	PC	21016P	SYP--2x10x16' #2 SYP S4S	Y		12.1900	PC	85.33
60	EA	1532OSB	15/32 OSB--15/32X4X8 OSB (15/32)	Y		8.0000	EA	480.00
48	PC	34GOLD	DOWN POUR--3/4x4X8 T&G OSB WEYER. EDGE GOLD (23/32)	Y		16.7500	PC	804.00
1	EA	LVL1424	LVL 1.75 X 14-24' BEAM	Y		152.4400	EA	152.44
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS	SubTotal	4,493.69
Charge to Acct 4,762.41	SC2 6.00% Sales Tax	268.72
	Deposit	
	Please Pay This Amount	4,762.41

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature- ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-053257 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

SHIP TO
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017828	6
SOLD ON	6/11/2015 10:32:50 AM
CUST PICKUP	6/11/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFRREM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	Price	Per	Amount
Order: 1506-U52204							
60	EA	2416S	SPF-2X4X16' #2 SPRUCE S4S	Y	6.0500	EA	363.00
30	EA	12CD4T	TREATED-1/2X4X8 4PLY CDX PLYWOOD	Y	23.1500	EA	694.50
		Adjustment:	DELIVERY FEE				15.00

Payment Method(s) Buyer: ANDY BANKS
 Charge to Acct 1,135.95

SC2 6.00%	SubTotal	1,072.50
	Sales Tax	63.45
	Deposit	
Please Pay This Amount		1,135.95

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.



Signature: ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972



INVOICE

1506-053262 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/11/2015 10:34:08 AM
CUST PICKUP	6/11/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	U	T	Price	Per	Amount
Order: 1506-U52815								
4	EA	LVL117824	LVL-1.75 X 11 7/8-24' BEAM	Y		96.8900	EA	387.96
4	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		22.7900	EA	91.16
3	EA	2816T2	#2 TRT-2X8X16'-ABOVE GROUND	Y		10.8500	EA	31.65
2	EA	1416T2	#2 TRT-1X4X16'-ABOVE GROUND	Y		4.8600	EA	9.70
15	EA	12CD4T	TREATED-1/2X4X8 4PLY CDX PLYWOOD	Y		23.2500	EA	348.75
		Adjustment	DELIVERY FEE					15.00

COPY

COPY

Delivery 6/11/15
Dan
TRK# 17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 936.37

SubTotal	884.22
SC2 6.00% Sales Tax	52.15
Deposit	
Please Pay This Amount	936.37

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-059579 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 28901

JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/15/2015 7:55:04 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTSD
CASHIER	SDAVIS
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
Order: 1506-U52652								
1	EA	SOHARD	SIMPSON HHUS410		Y	7.2900	EA	7.29
1	EA	SOHARD	SIMPSON HHUS5.60-10		Y	28.8900	EA	28.89
11	EA	SOHARD	SIMPSON IUS3.56/11.88		Y	3.7000	EA	41.69
18	EA	SOIDU	SIMPSON IUS2.37/11.88		Y	3.6900	EA	66.42

COPY

COPY

Del. 6/15/15
Seth
TRF #10

Payment Method(s) Buyer: ANDY BANKS
 Charge to Acct 152.95

SubTotal	144.29
SC2 6.00% Sales Tax	8.66
Deposit	
Please Pay This Amount	152.95

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-059761 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

SHIP TO
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/15/2016 8:55:34 AM
CUST PICKUP	6/15/2016
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U55376								
32	PC	34GOLD	DOWN POUR-3/4x4X8 T&G OSB WEYER. EDGE GOLD (23/32)	Y		16.7600	PC	536.00
5	PC	RB12	12" RIMBOARD-1 1/8"X11 7/8"X12'	Y		19.6800	PC	98.40
		Adjustment	DELIVERY FEE					15.00
<i>Delivered 6/15/16 - Truck #10</i>								

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 687.46

Sub Total	649.40
SC2 6.00% Sales Tax	38.06
Deposit	
Please Pay This Amount	687.46

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-059853 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/15/2015 9:22:31 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTLW
CASHIER	LWESTE
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U59841								
17	EA	SOEL	11-7/8" X 3-1/2" X 20' 900 SERIES I-JOIST	Y		86.4000	EA	1,468.80
17	EA	SOEL	11-7/8" X 3-1/2" X 24' 900 SERIES I-JOIST	Y		103.6800	EA	1,762.56

COPY

COPY

COPY

Del. 6/15/15

Sick

TRK #10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 3,425.24

Sub Total	3,231.36
SC2 6.00% Sales Tax	193.88
Deposit	
Please Pay This Amount	3,425.24

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-060043 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/15/2015 10:15:42 AM
CUST PICKUP	6/15/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Ext	Amount
Order: 1506-U59759								
4	PC	21216P	SYP-2x12x16' #2 SYP S4S	Y		21.0900	PC	84.36
15	PC	2814P	SYP-2x8x14' #2 SYP S4S	Y		7.3900	PC	110.85
2	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		22.7900	EA	46.58
8	EA	HTT4SA	HTT4 H TENSION TIE SIMPSON (OLD HTT16)	Y		11.8100	EA	94.48
6	EA	MW1	5/8" X 6" RED HEAD WITH NUTS AND WASHERS	N	Y	7.8700	EA	47.22
2	EA	MW1	5/8" X 5" RED HEAD WITH NUTS AND WASHERS	N	Y	7.3700	EA	14.74
		Adjustment	DELIVERY FEE					15.00

COPY

COPY

Del. 6/15/15 - SJK - TRK #10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 436.06

SC2 6.00%	SubTotal	412.23
	Sales Tax	23.83
	Deposit	
Please Pay This Amount		436.06

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS



GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-062665 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/16/2015 11:25:12 AM
CUST PICKUP	6/16/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U61946								
		COMMENT	***2ND FLOOR WALLS***					
12	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S	Y		8.6900	EA	104.28
9	EA	2416S	SPF-2X4X16' #2 SPRUCE S4S	Y		6.0500	EA	54.45
220	EA	STUD268	SPF-2X6X105" #2 SPRUCE STUD	Y		4.8500	EA	1,067.00
160	EA	STUD249	SPF-2X4X105" #2 SPRUCE STUD	Y		3.1000	EA	498.00
12	PC	21014P	SYP-2x10x14' #2 SYP S4S	Y		11.5500	PC	138.60
2	EA	HOUSEWRAP	HOUSE WRAP-9'X150'GRAYCO PRIVATE LABEL HOUSEWRAP	Y		83.9900	EA	167.98
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 2,165.01

SC2 6.00%	SubTotal	2,043.31
	Sales Tax	121.70
	Deposit	
Please Pay This Amount		2,165.01

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-067804 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	8
SOLD ON	6/18/2015 2:33:51 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTWE
CASHIER	WEVANS
SALESPERSON	RFREEM
ORDER ENTRY	WEVANS

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U67786								
1	EA	SOMAR	INTEGRITY STONE WHITE ISFD6080OX, I23 LOW-E GLASS, 6 9/16" JAMBS, 7/8" SDL 2W2H, WHITE HRDW, NO SCREEN		Y	3640.6400	EA	3,640.64
1	EA	SOMAR	INTEGRITY STONE WHITE ISFD6080XO, I23 LOW-E GLASS, 6 9/16" JAMBS, 7/8" SDL 2W2H, WHITE HRDW, NO SCREEN		Y	3640.6400	EA	3,640.64

Payment Method(s) Buyer: ANDY BANKS
 Charge to Acct 7,718.16

Sub Total	7,281.28
Sales Tax SC2.6.00%	436.88
Deposit	
Please Pay This Amount	7,718.16

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-068414 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/19/2015 6:51:43 AM
CUST PICKUP	6/19/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	Disc	Price	Per	Amount
Order: 1506-U66859							
66	PC	21024P	SYP-2x10x24' #2 SYP S4S	Y	40.0000	PC	2,640.00
17	PC	21020P	SYP-2x10x20' #2 SYP S4S	Y	18.7500	PC	318.75
25	PC	21016P	SYP-2x10x16' #2 SYP S4S	Y	15.3500	PC	384.75
150	EA	1532OSB	15/32 OSB-15/32X4X8 OSB (15/32)	Y	10.2900	EA	1,543.50
40	PC	2816P	SYP-2x8x16' #2 SYP S4S	Y	10.4900	PC	419.60
20	EA	2416S	SPF-2X4X16' #2 SPRUCE S4S	Y	6.7800	EA	135.80
2	PC	21220P	SYP-2x12x20' #2 SYP S4S	Y	36.2900	PC	72.58
1	PC	21214P	SYP-2x12x14' #2 SYP S4S	Y	16.1000	PC	16.10
1	PC	21212P	SYP-2x12x12' #2 SYP S4S	Y	17.1900	PC	17.19
42	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S	Y	10.0900	EA	423.78
		Adjustment.	DELIVERY FREE				15.00

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 6,345.37

SubTotal	5,987.05
Sales Tax	358.32
Deposit	
Please Pay This Amount	6,345.37

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-077844 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 388-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/24/2015 8:56:55 AM
CUST PICKUP	6/24/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U77605								
3	PC	21224P	SYP-2x12x24' #2 SYP S4S		Y	48.0000	PC	144.00
3	PC	21220P	SYP-2x12x20' #2 SYP S4S		Y	34.1500	PC	102.45
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS
 Charge to Acct 276.24

SubTotal	261.45
SC2 6.00% Sales Tax	14.79
Deposit	
Please Pay This Amount	276.24

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-086828 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P.O. BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/29/2015 10:04:31 AM
CUST PICKUP	6/29/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	Y	Price	Per	Amount
6	EA	LVL117820	Order: 1506-U86555 LVL-1.75 X 11 7/8-20' BEAM		Y	77.5000	EA	465.00
		Adjustment	DELIVERY FEE					15.00

COPY

COPY

COPY

Del. 6/29/15
SJA
TRK#10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 507.90

SubTotal	480.00
SC2 6.00% Sales Tax	27.90
Deposit	
Please Pay This Amount	507.90

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval, 15% restock fee may apply.



Signature: ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-088883 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 8 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/30/2016 9:18:46 AM
CUST PICKUP	6/30/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U87905								
46	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S		Y	8.0900	EA	372.14
18	PC	2818P	SYP-2x8x18' #2 SYP S4S		Y	8.7500	PC	175.50
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS		SubTotal	562.64
Charge to Acct	595.50	SC2 6.00% Sales Tax	32.86
		Deposit	
		Please Pay This Amount	595.50

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1507-094172 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

SHIP TO
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	7/2/2015 11:49:27 AM
CUST PICKUP	7/2/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1507-U93379								
8	PC	21024P	SYP-2x10x24' #2 SYP S4S		Y	36.2500	PC	290.00
		COMMENT	PLEASE HAND SELECT 2X10X24.					
20	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S		Y	8.0900	EA	161.80
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 493.91

SubTotal	466.80
SC2 6.00%	Sales Tax 27.11
Deposit	
Please Pay This Amount	493.91

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1507-099468

PAGE 1 OF 2

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	8
SOLD ON	7/6/2015 7:27:21 AM
CUST PICKUP	7/6/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	Y	Price	Pct	Amount
Order: 1507-U93400								
		COMMENT	BACK DECK					
24	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		24.6600	EA	591.84
18	EA	21210T2	#2 TRT-2X12X10'-ABOVE GROUND	Y		13.2500	EA	238.50
37	EA	2810T2	#2 TRT-2X8X10'-ABOVE GROUND	Y		6.9000	EA	255.30
20	EA	2812T2	#2 TRT-2X8X12'-ABOVE GROUND	Y		8.0900	EA	161.80
4	EA	6610T2	#2 TRT-6X6X10'S4S-GROUND CONTACT	Y		23.5500	EA	94.20
4	EA	HUCQ210-3	SIMPSON HUCQ210-3SDS TRIPLE HEAVY DUTY HANGER SDS 1/4X2-1/2	Y		27.9300	EA	111.72
10	EA	2416T2P	2X4X16 #2 TREATED "PRIME" ABOVE GROUND	Y		7.0500	EA	70.50
		COMMENT	BACK ROOF					
9	PC	21216P	SYP-2x12x16' #2 SYP S4S	Y		21.6500	PC	194.85
6	PC	21212P	SYP-2x12x12' #2 SYP S4S	Y		15.5500	PC	93.30
30	PC	2812P	SYP-2x8x12' #2 SYP S4S	Y		6.5900	PC	197.70
32	PC	21012P	SYP-2x10x12' #2 SYP S4S	Y		9.8900	PC	316.48
30	EA	LUS28ZSA	SIMP LUS28 2X8 ZMAX JOIST HANGER 50/BX	Y		0.9500	EA	28.50
		COMMENT	FRONT PORCH DECK					
17	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		24.6900	EA	419.73
14	EA	2816T2	#2 TRT-2X8X16'-ABOVE GROUND	Y		10.7900	EA	151.06
10	EA	2416T2P	2X4X16 #2 TREATED "PRIME" ABOVE GROUND	Y		7.0500	EA	70.50

Payment Method(s) Buyer: ANDY BANKS

DL 7/6/15
Ray

TRK#18

SubTotal	
SalesTax	
Deposit	
Please Pay This Amount	

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1507-101901 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

SHIP TO
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	7/7/2015 9:26:00 AM
CUST PICKUP	7/7/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1507-U01031								
5	PC	21024P	SYP--2x10x24' #2 SYP S4S		Y	36.2500	PC	181.25
		COMMENT	PLEASE PICK STRAIGHT 2X10X24P					
16	EA	2616S	SPF--2X6X16' #2 SPRUCE S4S		Y	8.0900	EA	129.44
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 344.33

SubTotal	325.69
SC2 6.00% Sales Tax	18.64
Deposit	
Please Pay This Amount	344.33

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

Respondent's Damages Hearing Exhibit No. 7

BRIGGS

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
20 SAM'S POINT ROAD
BEAUFORT, SC 29907
843-522-9994
Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-037221 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIANS ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/3/2016 7:50:46 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	LWESTE
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
15	EA	STUD248	SPF--2X4X93" #2 SPRUCE STUD		Y	3.1900	EA	47.85

Handwritten notes:
 - Large "COPY" watermark across the table.
 - "Tot. \$1973.74" written diagonally across the middle.
 - "CPL" written near the bottom center.
 - "#1" written near the bottom right.

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 50.72

SubTotal	47.85
Sales Tax	2.87
Deposit	
Please Pay This Amount	50.72

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Handwritten signature

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-039334 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	8/4/2015 8:33:00 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	NO
STATION	CTR4
CASHIER	JPHIFE
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
60	EA	LBPS58	3X3 SLOTTED WASHER 5/8"		Y	0.9900	EA	59.40

COPY

COPY

CPU

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 62.96

	Sub Total	59.40
SC2 6.00%	Sales Tax	3.56
	Deposit	
Please Pay This Amount		62.96

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
 Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-040831 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/4/2015 3:30:18 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTSD
CASHIER	SDAVIS
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	DM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U36287								
58	EA	SOHARD	SIMPSON ITS2.56/14		Y	4.2500	EA	246.50
90	EA	SOHARD	SIMPSON IUS2.56/14		Y	3.6000	EA	324.00

COPY

COPY

COPY

Special order Entry

Payment Method(s) Buyer: ANDY BANKS
 Charge to Acct 604.73

SubTotal	570.50
Sales Tax	34.23
Deposit	
Please Pay This Amount	604.73

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-045935 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 388-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/8/2015 7:29:24 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	CLYDE-CALLED MIKE
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	ET	Price	Per	Amount
1	EA	7598	HD27APBSN 3X.120 FULL RD HD 4/M **STEELINX**		Y	31.4900	EA	31.49
2	BX3	5601	BOST PT-MC148GAL-1-1/2" STRAP SHOT NAILS		Y	52.5300	BX3	105.06

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 144.74

SubTotal	136.55
SC2 6.00% Sales Tax	8.19
Deposit	
Please Pay This Amount	144.74

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
 Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE
 1506-048229 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/9/2015 7:53:00 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	LWESTE
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
2	EA	HHUS410SA	SIMPSON HHUS410 HANGER LVL/MICROLAM		Y	6.3300	EA	12.66
1	EA	GL24 ASBF	SENCO GL24ASBF 2 3/8" COIL R/S HOT DIP		Y	53.5900	EA	53.59

COPY *COPY* *COPY* *CPU*

Payment Method(s) Buyer: MIKE THORPE
 Charge to Acct 70.23

Sub Total	66.25
Sales Tax	3.98
Deposit	
Please Pay This Amount	70.23

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.

Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-048287 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/9/2015 8:10:58 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	U	Price	Per	Amount
2	EA	7625	GD24APBSN 2-3/8X.113 FULL RD HD 5/M - **STEELINX**		Y	32.9900	EA	65.98

COPY

COPY

CPK

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 69.94

SubTotal	66.98
SC2 6.00% Sales Tax	3.98
Deposit	
Please Pay This Amount	69.94

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
 Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-053660 PAGE 1 OF 1

SOLD TO	JOB/ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/11/2015 12:09:37 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	HYOUNG
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EA	GL24 ASBS	SENCO GL24ASBS FRH 2 3/8" R/S HDG		Y	47.9900	EA	47.99

COPY *COPY* *COPY* *CPU*

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 50.87

SubTotal:	47.99
SC2 6.00% Sales Tax	2.88
Deposit	
Please Pay This Amount:	50.87

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
 Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-054125 PAGE 1 OF 1

SOLD TO:
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

JOB ADDRESS:
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT:	JOB:
0017628	6
SOLD ON	6/11/2016 2:18:22 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	J	Price	Ext	Amount
1	EA	HL27 ASBS	SENCO HL27ASBS FRH 3" R/S HDG		Y	66.8900	EA	66.89

COPY

COPY

CPA

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 70.90

SubTotal	66.89
Sales Tax	4.01
Deposit	
Please Pay This Amount	70.90

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
 Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-055607 PAGE 1 OF 1

SOLD TO	JOB/ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/12/2015 11:20:54 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	HYOUNG
SALESPERSON	RFREEM
ORDER ENTRY:	

Quantity	UM	Item	Description	D	T	Price	Par	Amount
2	EA	GL24 ASBS	SENCO GL24ASBS FRH 2 3/8" R/S HDG		Y	47.9900	EA	95.98

COPY

COPY

CPA

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 101.74

SubTotal	95.98
SC2 6.00% Sales Tax	5.76
Deposit	
Please Pay This Amount	101.74

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
 Signature MIKE THORPE 75

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-065716 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/17/2015 3:11:55 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	HYOUNG
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
17	PC	34GOLD	DOWN POUR-3/4x4X8 T&G OSB WEYER. EDGE GOLD (23/32)		Y	16.7500	PC	284.75

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 301.84

SubTotal	284.75
SC2 6.00% Sales Tax	17.09
Deposit	
Please Pay This Amount	301.84

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe

Signature MIKE THORPE

76

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-073257 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 8 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/22/2015 7:29:25 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	CALLED MIKE-CLYDE
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EA	7598	3X.120 FULL RD HD 4/M **STEELINX**HD27APBSN		Y	32.4900	EA	32.49

COPY

COPY

COPY

CPU

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 34.44

SubTotal	32.49
SC2.6.00% Sales Tax	1.95
Deposit	
Please Pay This Amount	34.44

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe

Signature: MIKE THORPE

77

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-077622 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901

JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/24/2016 7:50:45 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
8	EA	LUS210ZSA	SIMP LUS2X10-2 ZINC DBL HANGER 25/BOX		Y	1.9900	EA	15.92
16	EA	LUS210ZSA	SIMP LUS210 2X10 ZMAX JOIST HANGER 50/BX		Y	1.1000	EA	17.76

COPY

COPY

CPA

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 35.70

SubTotal	33.68
Sales Tax	2.02
Deposit	
Please Pay This Amount	35.70

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.



Andy Banks

Signature: ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1507-090903 PAGE 1 OF 1

SOLD TO	JOB/ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	7/1/2015 7:44:04 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BAMAYA
SALESPERSON	RFFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
18	EA	PA51	PA-51 SIMPSON PURLIN ANCHORS		Y	9.2800	EA	167.04

COPY

COPY

CPA

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 177.06

SubTotal	167.04
Sales Tax	10.02
Deposit:	
Please Pay This Amount	177.06

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Andy Banks

Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
 BEAUFORT
 20 SAM'S POINT ROAD
 BEAUFORT, SC 29907
 843-522-9994
 Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1507-092224 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	8
SOLD ON	7/1/2016 1:08:06 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BAMAYA
SALESPERSON	RFFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
50	EA	LUS28ZSA	SIMP LUS28 2X8 ZMAX JOIST HANGER 50/BX	Y		0.9500	EA	47.50
100	EA	MTS12	SIMPSON MTS-12 TWIST STRAP	Y		0.6000	EA	60.00
15	EA	H10-2SA	1800 SIMP DOUBLE RAFTER TIE H10-2SA	Y		1.6500	EA	24.90
1	EA	GL24 ASBS	SENCO GL24ASBS FRH 2 3/8" R/S HDG	Y		47.9900	EA	47.99
10	EA	ST12SA	ST12 SIMP 12" STRAP TIE	Y		0.6300	EA	6.30

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 197.89

SubTotal	186.89
Sales Tax	11.20
Deposit	
Please Pay This Amount	197.89

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Andy Banks

Signature: ANDY BANKS

80

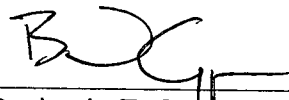
RECEIVED

DEC 08 2016

Certificate of Counsel

SC Court of Appeals

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



Benjamin T. Coppage
Coppage Law Firm, LLC
Post Office Box 2473
Beaufort, South Carolina 29901
(843) 694-1696
Attorney for Appellant

Beaufort, South Carolina
December 6, 2016