



MURPHY & GRANTLAND, P.A.

Timothy J. Newton
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July 11, 2019

RECEIVED

JUL 11 2019

S.C. SUPREME COURT

VIA HAND DELIVERY

The Honorable Daniel E. Shearouse
Clerk of Court
South Carolina Supreme Court
1231 Gervais Street
Columbia, SC 29211

Re: Nationwide Mutual Insurance Company v. Palmetto Pointe at Peas Island, et al. vs.
Stanley's Vinyl Fence Design, et al.
Civil Action No.: 2015-CP-10-0955
M&G File No.: 1150-0972

Dear Mr. Shearouse:

Enclosed for filing is an original Motion to Withdraw Appeal on behalf of Appellant Nationwide Mutual Fire Insurance Company along with one (1) copy of same to be file stamped and returned to the courier. Also enclosed is a check for fifty dollars (\$50.00) to cover the appropriate filing fee.

By copy hereof, counsel of record is being served with the above.

Thank you for your assistance, and should you have any questions, please do not hesitate to contact me.

Best Regards,

s/Tim J. Newton

Timothy J. Newton

TJN/smh
Enclosures

cc: All Counsel of Record

IN THE STATE OF SOUTH CAROLINA

RECEIVED

In the Supreme Court

JUL 11 2019

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

S.C. SUPREME COURT

Jennifer B. McCoy, Circuit Court Judge

Case No. 2015-CP-10-00955

Appellate Case No. 2019-000238

Ex Parte:

Builders Mutual Insurance Company, Nationwide Mutual
Fire Insurance Company, Nationwide Mutual Insurance
Company, and Nautilus Insurance Company,..... Appellants,

In Re:

Palmetto Pointe at Peas Island Condominium Property
Owners Association, Inc. and Jack Lowe, individually, and
on behalf of all others similarly situated,..... Plaintiffs,

v.

Island Pointe, LLC, Leonard T. Brown; Complete Building
Corporation, Tri-County Roofing, Inc.; Creekside, Inc.;
American Residential Services, LLC d/b/a Rescue Rooter
Charleston; Andersen Windows, Inc.; Atlantic Building
Construction Services, Inc. n/k/a Atlantic Construction
Services, Inc.; Christopher N. Union; Builder Services
Group, Inc. d/b/a Gale Contractor Services; Novus
Architects, Inc. f/k/a SGM Architects, Inc.; Tallent and
Sons, Inc.; W C Services, Inc., CRG Engineering, Inc.;
Certainteed Corporation; Kelly Flooring Products, Inc.
d/b/a Carpet Baggers, and John Does 1-60,..... Defendants,

Tri-County Roofing, Inc., Third-Party Plaintiff,

v.

Cornerstone Construction and Mark Malloy d/b/a
Cornerstone Construction; Gutter Works, Inc. and Michael
L. Segars d/b/a Gutter Works; Mr. Gutter; Litchfield
Seamless Gutters & Windows, LLC and Thomas Litchfield
d/b/a Litchfield Seamless Gutter; Miracle Siding, LLC and
Wilson Lucas Sales d/b/a Miracle Siding, LLC; Mark
Palpoint a/k/a Micah Palpoint; Elroy Alonzo Vasquez; and
Chris a/k/a John Doe 61,..... Third-Party Defendants,

And

Complete Building Corporation, Inc., Third-Party Plaintiff,

v.

Alderman Construction; Stanley’s Vinyl Fence Designs;
Cohen’s Drywall; and Mosley Concrete,..... Third-Party Defendants,

Of whom Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc. and Jack Lowe,
Individually, and on behalf of all others similarly situated,
Tri-County Roofing, Inc.; Stanley’s Vinyl Fence Designs;
and WC Services, Inc. are..... Respondents,

**MOTION TO WITHDRAW APPEAL
ON BEHALF OF
APPELLANT NATIONWIDE MUTUAL FIRE INSURANCE COMPANY**

Pursuant to Rule 240, SCACR, Appellant Nationwide Mutual Fire Insurance
Company (hereinafter “Nationwide Mutual Fire”) hereby moves to withdraw its appeal.
A copy of the fully executed Settlement Agreement and Mutual Release as to Stanley’s

Vinyl Fence Designs is attached. Due to this settlement, the issues raised in Nationwide Mutual Fire's Notice of Appeal are now moot.

Respectfully submitted,

MURPHY & GRANTLAND, P.A.



Timothy J. Newton, Esquire

P.O. Box 6648

Columbia, SC 29260

(803) 782-4100

Attorney Nationwide Mutual Fire Insurance
Company

Columbia, SC
July 11, 2019

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

) NINTH JUDICIAL CIRCUIT

PALMETTO POINTE AT PEAS ISLAND
CONDOMINIUM PROPERTY OWNERS
ASSOCIATION, INC. AND JACK LOVE,
INDIVIDUALLY, AND ON BEHALF OF
ALL OTHERS SIMILARLY SITUATED,

) CASE NO. 2015-CP-10-0955

Plaintiffs,

VS.

ISLAND POINTE, LLC; COMPLETE
BUILDING CORPORATION; TRI-COUNTY
ROOFING, INC.; CREEKSIDE, INC.;
AMERICAN RESIDENTIAL SERVICES, LLC
D/B/A ARE/RESCUE ROOTER
CHARLESTON; ANDERSEN WINDOWS,
INC.; ATLANTIC BUILDING
CONSTRUCTION SERVICES, INC. N/K/A
ATLANTIC CONSTRUCTION SERVICES,
INC.; BUILDER SERVICES GROUP, INC.
D/B/A GALE CONTRACTOR SERVICES;
NOVUS ARCHITECTS, INC., F/K/A SGM
ARCHITECTS, INC.; TALLENT AND SONS,
INC.; W C SERVICES, INC.; CRG
ENGINEERING, INC.; CERTAINTED
CORPORATION; KELLY FLOORING
PRODUCTS, INC., D/B/A CARPET
BAGGERS; CORNERSTONE
CONSTRUCTION AND MARK MALLOY
D/B/A CORNERSTONE CONSTRUCTION;
MIRACLE SIDING, LLC AND WILSON
LUCAS SALES D/B/A MIRACLE SIDING,
LLC; MARK PALPOINT A/K/A MICAH
PALPOINT; ELROY ALONZO VASQUEZ;
CHRIS A/K/A JOHN DOE 61; ALDERMAN
CONSTRUCTION; STANLEY'S VINYL
FENCE DESIGNS; COHEN'S DRYWALL
COMPANY, INC.; MOSELY CONCRETE;
HAND A FRAMING CONSTRUCTION, LLC
A/K/A H&A FRAMING CONSTRUCTION,
LLC AND D/B/AH AND A FRAMING, LLC,
H&A CONSTRUCTION, AND HAND A

SETTLEMENT AGREEMENT AND
MUTUAL RELEASE AS TO
STANLEY'S VINYL FENCE DESIGNS

CONSTRUCTION; JMC CONSTRUCTION,
INC.; JMC CONSTRUCTION, LLC; JOHN
DOE 1-15,

Defendants.

COMPLETE BUILDING CORPORATION,
INC.,

Third-Party Plaintiff,

VS.

LEONARD T. BROWNE AND
CHRISTOPHER N. UNION,

Third-Party Defendants.

CREEKSIDE, INC.,

Third-Party Plaintiff,

VS.

CHRISTOPHER N. UNION,

Third-Party Defendant.

AMERICAN RESIDENTIAL SERVICES, LLC,

Third-Party Plaintiff,

VS.

VICTOR HUGO HERNANDEZ; HERNANDEZ,
ELECTRIC, LLC; LILIANA ROJAS FLORES;
MARTIN BARR D/B/A PORT CITY
STRUCTURED WIRING; KELLER
ELECTRIC, LLC; JOHN TOOLIN D/B/A
JOHN F. TOOLIN HEAT AND AIR; RUSSELL
"RUSTY" HILL D/B/A RUSTY'S HEATING &
AIR; and WARREN ANDERSON,

Third-Party Defendants.

GALE

This Settlement Agreement, Receipt, Mutual Release and Agreement to Indemnify (referred to herein as the "Agreement") is entered on the date set forth below by and among the Plaintiffs, Palmetto Pointe At Peas Island Condominium Property Owners Association, Inc. (hereinafter occasionally referred to as the "COA") and Jack Love, on behalf of themselves and all owners of condominium units at the Project, their successors, purchasers, heirs, executors, administrators, employees, contractors, members and assigns (referred to collectively herein as "Plaintiffs" or "Releasors"), Defendant Stanley's Vinyl Fence Designs (referred to herein as "Releasee") and Defendant Complete Building Corporation ("CBC").

RECITALS

WHEREAS the above captioned action arises out of Plaintiffs filing a Complaint (Case No. 2015-CP-10-0955) in the Charleston County Court of Common Pleas against certain Defendants, seeking damages allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the construction, renovation, repair, sale and/or marketing of the condominium project known as "Palmetto Pointe at Peas Island," located at Folly Creek Way in Charleston County, South Carolina (referred to herein as the "Project") and which is more fully described in Plaintiffs' Complaint; and

WHEREAS one hundred percent (100%) of the Palmetto Pointe condominium owners have assigned their interests and claims relating to this suit to the COA; and,

WHEREAS Plaintiffs asserted claims against Releasee for supplying and installing residential railings, among other work, by filing the Complaint and any amendments thereto, seeking damages from Releasee allegedly caused by and/or related to construction and/or product deficiencies and other conditions arising from or related to the sale, marketing, construction, renovation or repair of the Project and which is more fully described in the Plaintiffs' pleadings, the allegations of which are incorporated herein by reference; and

WHEREAS Plaintiffs claim that some of the damages and deficiencies at or related to the Project are attributable to the work or materials of Releasee and claims that the actions and/or omissions of Releasee are the direct and proximate cause of damage to the Project and/or to the Plaintiffs, as more fully set forth in the pleadings filed in the above captioned action; and

WHEREAS the Releasee and CBC have denied their work, products and/or materials supplied to the Project were defective or deficient and further deny their work, product and/or material supplied to the Project were in any way a direct or proximate cause of any damage or loss to the Project or Plaintiffs herein; and

WHEREAS, this case was tried before a jury Monday, May 6 through Thursday, May 16, 2019 before the Honorable Jennifer B. McCoy; and

THEREFORE, in exchange for the mutual promises and consideration set forth herein, the undersigned do hereby agree as follows:

1. Incorporation of Recitals. The Recitals and other statements set forth above are hereby incorporated into and made a part of the terms and conditions of this Agreement by reference as if stated herein verbatim.

2. Intent of Scope of Mutual Release. For and in consideration of the terms herein, the parties to this Agreement contemplate a complete and final settlement of all claims that have been, could have been or could be asserted in the future by Releasers against Releasee arising from or related in any way to damage allegedly related to work performed at or materials or products supplied to the Project, including all damages resulting therefrom, not known or hereinafter arising.

3. Payment to Plaintiffs. Plaintiffs will be paid the total sum of two-hundred ninety-five thousand dollars (\$295,000) (referred to herein as the "Settlement Amount") by or on behalf of Releasee. Payment of the Settlement Amount by check made payable to the Lucey Law

Firm Trust Account, as attorney for the COA, shall be tendered to Plaintiffs' counsel not later than thirty (30) calendar days following full and correct execution of this Agreement by Plaintiffs. Payment of the Settlement Amount is expressly contingent upon the full and correct execution of this Agreement by Plaintiffs. The payment of the Settlement Amount shall be held in escrow by Plaintiffs' counsel until an Order is entered dismissing Releasee from the above captioned action, with prejudice.

4. Indemnification. The COA shall defend, indemnify and hold harmless Releasee, its successors, heirs, executors, administrators, employees, parent companies, contractors, insurers, sureties and assigns from any and all claims made by, through, under, or on behalf of the COA, and from any and all claims made by, through, under, or on behalf of any member of the COA, regardless of whether the damages are fully known or unknown at this time. This obligation shall include, but is not limited to, the obligation to defend any such claims or, upon failure thereof, to pay the attorney's fees incurred by Releasee in defense of such claims.

5. Release of Claims against Releasee. For and in consideration of the payment of the Settlement Amount, the sufficiency of the Settlement Amount being hereby acknowledged, the Releasers, on behalf of ourselves, our successors, our purchasers, our heirs, our executors, our administrators, our employees, our contractors, our insurers, our sureties and our assigns, do hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers, sureties, attorneys and assigns, of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which the Releasers have or

may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the work performed and/or materials or products manufactured, supplied, or used in the construction of the Project (the "Released Scope of Work"). The Releasors further acknowledge and expressly agree, as consideration and inducement for this settlement, that this Agreement shall apply to unknown and unanticipated injuries and damages, as well as those now disclosed.

6. CBC's Release of Claims against Releasee. For and in consideration of the payment of the Settlement Amount by or on behalf of the Releasee, and the promises set forth herein, CBC, on behalf of itself, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, sureties and assigns, does hereby **RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE** Releasee, its successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, sureties and assigns of and from any and all causes of action, claims, demands, subrogation, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which CBC has or may in the future be entitled to have against Releasee, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. CBC further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed.

7. Releasee's Release of Claims against Releasor and CBC. For and in consideration of the promises set forth herein, Releasee, on behalf of itself, its successors, predecessors, parent

companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, insurers sureties and assigns, does hereby RELEASE, REMISE, ACQUIT AND FOREVER DISCHARGE Releasor and CBC, their successors, predecessors, parent companies, subsidiaries, affiliates, heirs, executors, administrators, employees, contractors, attorneys, insurers, sureties and assigns of and from any and all causes of action, claims, demands, costs, suits at law, suits in equity, workers compensation claims, judgments, liens, costs, expenses, loss of service, loss of companionship, loss of society, loss of use and all claims of any nature and kind whatsoever, for personal or bodily injury, property damage, or otherwise, known or unknown, foreseen and unforeseen, which Releasee has or may in the future be entitled to have against Releasor or CBC, which are on account of, are in any way related to, and/or that arise out of the Released Scope of Work and/or the above captioned action. Releasee further acknowledges and expressly agrees, as consideration and inducement for this settlement, that this Release shall apply to unknown and unanticipated injuries and damages resulting from the Released Scope of Work and/or the above captioned action, as well as those now disclosed. Releasee further releases any and all claims of any nature or kind against CBC's insurance carriers and policies related to the Project.

8. Order or Stipulation of Dismissal. By executing this Agreement and accepting the Settlement Amount, Releasors and CBC agree to dismiss, release, abandon and forever end, with prejudice, any and all claims they have or could have asserted against Releasee on account of, arising from or related in any way to the Released Scope of Work, including any claims for costs and/or attorney's fees; and Releasee agrees to dismiss with prejudice any actual or potential cross-claims against CBC. All claims released herein by Releasors and/or CBC against Releasee are to be dismissed with prejudice. Accordingly, Releasors, Releasee and CBC agree, following Plaintiffs' receipt of the Settlement Amount, to execute, consent to and/or submit an Order or Stipulation of Dismissal, with prejudice, for the purpose of dismissing, releasing, abandoning

and forever ending any and all claims asserted or any claims, known or unknown, that could have been asserted in the above captioned action against Releasee, including any claims for attorney's fees; and dismissing, abandoning, releasing and/or forever ending any actual or potential cross claims between Releasee and CBC. The Releasors, CBC, and Releasee do hereby grant unto their attorneys, full and complete authority to consent to such order or stipulation as may be necessary to dismiss and forever end the claims mutually released herein, with prejudice.

9. Affirmation of Non-Assignment of Rights or Claims. By executing this Agreement, all parties expressly acknowledge and represent to each other that at the time of execution, except as to the homeowner assignments referenced above, they have not assigned any of their rights, claims or interests related in any way whatsoever to the Project, the above captioned action, and/or the Released Scope of Work that they had in the past, currently have or may in the future have against any party, entity or individual released by and through this Agreement. All parties to this Agreement expressly acknowledge that this affirmation of non-assignment constitutes an essential part of this Agreement and is necessary to effectuate the mutual release of the parties, entities and individuals as contemplated herein.

10. Non-Admission of Liability. This Agreement, the payment and/or acceptance of monies and any negotiations, discussions or proceedings in connection therewith, shall not be construed as an admission, evidence or concession by any party of any liability, wrongdoing or misconduct of any kind by any party to this Agreement, which is expressly and specifically denied on the part of Releasee and CBC. In consideration of the payment of the Settlement Amount and the terms and conditions herein, the parties to this Agreement agree that this settlement is intended to terminate a specific controversy between the Releasors and Releasee and between Releasee and CBC to avoid further litigation between them and for Releasee to buy its peace.

11. Joint Drafting. Respective counsel for each party hereto has participated in the negotiation of, read, and approved each and every term, and all of the language, of this Agreement, and each of the parties agrees that the identity of the drafter of any particular term or provision shall have no effect on the interpretation of this Agreement. The language of this Agreement shall be construed as a whole according to its reasonable meaning, and not for or against any of the parties based upon the authorship of any part of this Agreement.

12. Governing law, Venue and Construction. This Agreement shall be governed by and construed and interpreted under the laws of the state of South Carolina. Any disagreement regarding settlement documents shall be submitted to either a mutually agreed upon mediator or the Charleston County Circuit Court judge for final and binding resolution.

13. Representations and Warranties. The parties represent and warrant that they have read and understand this Agreement. Each of the parties has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as they deem necessary and appropriate. The parties warrant that each of the following propositions is true and correct: (i) they entered into this Agreement only after carefully reviewing it with counsel or, if they did not have counsel, they understand and accept each and every term hereof; (ii) they entered into this Agreement without any coercion and under no duress of any kind; (iii) this Agreement reflects the conclusion of each of the parties that this Agreement is in his, her, or its own best interest; and, (iv) except as expressly provided herein, the parties do not intend this Agreement to confer upon any person or entity who is not a party hereto, or expressly referenced in the release provision hereof, any rights or remedies. The parties represent and warrant that each signatory hereto has the full right and authority to enter into this Agreement and bind the party on whose behalf he, she, or it has executed this Agreement. The parties represent and

warrant that none of them has assigned or transferred to any person any claim, interest, matter, or any part or portion thereof, released pursuant to this Agreement.

14. Waiver/Severability. The parties agree that no waiver by any party of any particular provision or right under this Agreement shall be deemed to be a waiver of any other provision or right hereunder.

15. Legal Fees and Costs. Each of the parties is responsible for his, her or its own legal fees and costs, including but not limited to expert costs and costs of the mediator, arising from the matters, claims and issues mutually released herein, the above captioned action, the Released Scope of Work and/or of negotiating this Agreement.

16. Execution in Counterparts. This Agreement may be executed in counterparts which, when taken together with all other counterparts, shall constitute one complete document. Signatures and initials that are transmitted via facsimile or other electronic means shall have the same force and effect as original initials and signatures penned in ink. Copies of original execution pages of this Agreement shall have the same force and effect as the originals.

17. Binding Nature of the Agreement. Except as otherwise specified herein, this Agreement is binding upon each of the parties' respective legal predecessors, successors, executors, assigns, fiduciaries, heirs, spouses, or any other party or person who may succeed to their interests. Each of the parties warrants that he, she, or it has the legal right and authority, to the fullest extent of the law, including by exercising any and all legal and equitable rights and powers on behalf of any entity, to enter into this Agreement and to bind the person or party on whose behalf he, she, or it signs.

18. Entire Agreement. This Agreement including any attachments hereto contains the full, entire and complete agreement between the parties hereto. This Agreement supersedes all prior agreements, negotiations, and understandings, whether written or oral, between the

parties concerning the subject matter of this Agreement. Each of the parties acknowledges to the others that none of them nor any agent of any of them has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein concerning the subject matter hereof to induce him, her, or it to execute this Agreement, and each of the parties acknowledges that he, she or it has not executed this Agreement in reliance on any promise, representation or warranty not expressly contained or referenced in this Agreement.

19. Modification of Agreement. It is further agreed that this Agreement shall not be modified or amended except by an instrument in writing signed by the Releasors, Releasee, and CBC.

20. Consultation with Attorney. It is further understood, acknowledged and agreed that the parties hereto acknowledge that they have executed this Agreement in consultation with their attorney.

21. Retention of Claims. Notwithstanding any other term or provision herein, Plaintiffs retain all claims against all other parties except the release given herein solely in favor of Releasee.

It is further acknowledged and agreed that this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, purchasers, assigns, estates of, and all successors in interest to the Releasors, Releasee, and CBC and all other beneficiaries to this Agreement.

Stanley

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

WITNESSES:

Leonard E. Rundquist
ITS: President, PPCPOA, Inc

[Signature]
[Signature]

I, Justin Loley, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC

[Signature]
Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated

WITNESSES:

STATE OF _____, COUNTY OF _____

I, _____, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

[Signature]
Counsel for Jack Love, Individually,
and on behalf of others similarly situated

Stanley

BY: Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc.

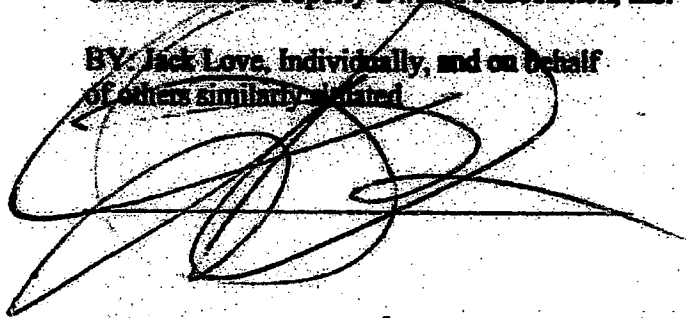
WITNESSES:

ITS: _____

I, _____, as attorney for Palmetto Pointe at Peas Island Condominium
Property Owners Association, Inc., hereby execute this agreement only for the purposes of Rule
43(k), SCRPC.

Counsel for Palmetto Pointe at Peas Island
Condominium Property Owners Association, Inc.

BY: Jack Love, Individually, and on behalf
of others similarly situated



WITNESSES:

_____ Charleston

STATE OF South Carolina, COUNTY OF _____

I, Justin Lyle, as attorney for Jack Love, Individually, and on behalf of others
similarly situated, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Counsel for Jack Love, Individually,
and on behalf of others similarly situated



BY: Stanley's Vinyl Fence Designs

WITNESSES:

Floyd W. Stanley

Derek White

ITS: OWNER

Nathan Brooks

STATE OF North Carolina COUNTY OF Lenoir

I, C. Toby Thomas, as attorney for Stanley's Vinyl Fence Designs on hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

[Signature]
Counsel for Stanley's Vinyl Fence Designs

STANLEY RELEASE
C/A 2015-CP-W-00935
June 23, 2019

BY: Complete Building Corporation

WITNESSES:

Ernest A. Kendall, Esq.
w/ express permission from
ITS: Vic Appt

STATE OF South Carolina COUNTY OF Richland

I, Ernest A. Kendall, Esq. as attorney for Complete Building Corporation, hereby execute this agreement only for the purposes of Rule 43(k), SCRPC.

Ernest A. Kendall, Esq.
Counsel for Complete Building Corporation

WLO