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January 22, 2021

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SC Court of Appeals

Via AIS Electronic Filing

The Honorable Jenny Abbott Kitchings Clerk,
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

**RE: Builders FirstSource-Southeast Group, LLC, Appellant v. ECC Contracting, LLC; and Charleston Exteriors, LLC, Respondents
App. Case No. 2020-000415**

Dear Ms. Kitchings:

Please accept this correspondence on behalf of Respondent, Charleston Exteriors, LLC, in regard to the matter referenced above. It has come to our attention that, due to an unintentional spacing or formatting adjustment, the table of contents and table of authorities within our Final Brief submitted on January 20, 2021 inadvertently contains slightly inaccurate page referencing.

Additionally, in the condensed argument outline of the brief, there was a repetitious argument separately labeled in 'III' section 'c' which is not separately included in the substance of the brief, thus resulting in the remaining argument sections to be incorrectly labeled as sections 'd' and 'e' instead of 'c' and 'd'. We have simply deleted the former argument section 'c' in the condensed argument outline so that the arguments labeled in 'III' sections 'a-d' correctly coordinate with how the full argument sections have appeared from the outset of our Initial Brief. (For further clarification, see attached Ex. A)

With sincere apologies for any inconvenience to all parties, we request the attached Charleston Exteriors, LLC's Amended Final Brief be accepted, with the foregoing cosmetic amendments in correcting the page numbers and argument outline to accurately designate where each argument, authority, etc. is located throughout the brief.

With kindest regards, I am

Sincerely,

s/ Clay Olson
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Exhibit A

Original Final Brief Argument Outline Section “III”

III. Re: Appellant’s Argument IV.....22

a. The Trial Court correctly held that the statute of limitations on Appellant’s indemnity claims began to run December 3rd, 2015, the date Respondents began to absorb legal costs defending the D’amico lawsuit.

b. As an alternative sustaining ground, per the discovery rule Appellant’s claims accrued on December 3, 2015.....22

c. With regard to the Appellant’s claims for negligence, breach of contract and breach of warranties, the discovery rule bars these claims due to their accrual on December 3rd 2015.....23

d. Appellant’s final paragraph arguing against the statute of limitation misconstrues our arguments, the lower court’s ruling, the relevant dates, and SC case law.....25

e. In the alternative, if Appellant is correct on the accrual of their claims for contractual indemnity, then said claims have not accrued and should be dismissed for lack of standing.....26

Amended Final Brief Argument Outline Section “III”

III. Re: Appellant’s Argument IV.....21

a. The Trial Court correctly held that the statute of limitations on Appellant’s indemnity claims began to run December 3rd, 2015, the date Respondents began to absorb legal costs defending the D’amico lawsuit.

b. As an alternative sustaining ground, per the discovery rule Appellant’s claims accrued on December 3, 2015.....22

c. Appellant’s final paragraph arguing against the statute of limitation misconstrues our arguments, the lower court’s ruling, the relevant dates, and SC case law.....24

d. In the alternative, if Appellant is correct on the accrual of their claims for contractual indemnity, then said claims have not accrued and should be dismissed for lack of standing.....25