

Tribune Holdings, LLC; South Hampton Property Owners Association, Inc.; Walter P Rawl & Sons Inc; Archibald Oil & Gas Operations Inc; J & M Smith Enterprises LLC; 705 South Hampton LLC; EMK Pennsylvania LLC; Jaybird LLC; JJVIV LLC; JTV Properties LLC; Kingston Partners 505 LLC; Kingston Plantation Master Association, Inc.; Kingston Properties V; Komax Properties LLC; Lyke Properties LLC; MACJ LLC; MBMB Properties LLC; Mcshurley Enterprises LLC; MHK Properties, LLC; Ocean507 LLC; Ohio River Aggregate Inc; South Hampton 606 LLC; South Hampton Properties LLC; Earl W. & Evelyn H. Spangler Family Limited Partnership; Under The Boardwalk LLC; William A Long & Susan B Long; Timothy L Wright & Lisa J Wright; Thomas N Braun & Catherine A Braun; Shawn R Dixon & Cary J Dixon; Richard I Letvak & Susan A Letvak; Ralph H Ashworth & Daphne A Ashworth; Peter R Leinenweber & Deborah S Leinenweber; Norman P Mccarter & Gayle G Mccarter; Michael J Radler & Judith M Radler; Melvyn R Berman & Anita Berman; Leonard M Gatti Revocable Trust; Kathrine E Radler & Lawrence E Radler; Jan R Niezing & Ursula F Niezing; Jack L Miller Jr & Jack L Miller III; Jack F Wright Jr & Barbara F Wright; Jack D Cox & Velda W Cox; Ira M Keen & Wanda K Keen; Hugh F Madden & Beverly K Madden; Henry P Gosiene & Joan F Gosiene; Harold C Dufour & Jennifer Q Dufour; G V Reddy & Prema Reddy; Frederick Talip & Analyn M Talip; Fred D Matheson & Patricia C Matheson; Frank L Taylor Jr & Deborah Kay Taylor; Francis E Devince & Diane Z Devince; Francis A Goad & Cynthia M Goad; Donald R Fishback & Denise B Fishback; Dimitrios Hryssikos & Maria D Hryssikos; Dileep S Karmarkar & Sushama D Karmarkar; Dennis M Boyd & Patricia J Boyd; Daniel W Simmons & Patricia M Simmons; Daniel W Pizzullo &

Thelma D Pizzullo; Charles A Mckenzie & Leslie B Mckenzie; Robert Alger & Lynne Alger; Ronnie Allison & Shelba Allison Geddis; Ebtissam M Ammar; Dennis R Anderson Revocable Trust; Howard L Armistead Jr Revocable Trust; Bachner Living Trust; Jane S Baker; Gerald Baron & Stephanie Baron; Mark Barth; Marjory P Benson; William B Biddington; Carol M. Biddington; Patrick F Blois; Roderick C Broadway & Latonia Broadway; Mary Jo Ray Bryan Revocable Trust; & George Norman Bryan Jr Revocable Trust; Helen H Bryngelson Revocable Trust; William W Bunch III; George Edward Butler & Krista Mullins Butler; Greg L Callaway & William L Callaway; Bobby Clark Chatham; Curtis R. Britton, Jr & Kimberly M Britton; June R Clarke & Victor G. Clarke; Teresa G Cockerham; Greg Combs & Mary Alice Combs; Michael M Conley & Sylvia B. Conley; Robert E Dicks Jr; Teresa Jane Dodd; TPE Revocable

Trust; John D Fisher Jr; Sherry L. Fisher; John R Fisher III Trust; Frizzell Living Trust; Brenda A Garrett & Samuel D. Garrett; Winnie B Gee; Julia Gee Muldrow; Adam R Geiss & Courtney E. Geiss; Gregory S Gianuzzi & Sharon B. Gianuzzi; James C Gordon; Vivian Graf & Rosaly Graf; Phillip A Hedrick; Karen L. Hedrick; Howard A Hedrick; Rebekah J. Hedrick; William H Herbert; James Michael Hopkins Sr; Jean H. Crocker; Randall K Horn; Jamie Sue Robinette; Angela S. Jones; Robert D Jones II; Matin M Khan & Marlene R. Khan; John C Largent Declaration of Trust; Thomas J Leonti Jr & Lynn Leonti; Tina Logan & Brendan Logan; Douglas E Macdonald & Elsa B. Macdonald; Brian K Macken & Jacqueline F. Macken; Terri S Madigan; Richard E Daum; Robert R Mager & Wendy S Mager; Barbara S Lang; Mary Alice Maier; Donald R Maxfield; Thomas P Mccartney; Devoe-McLean Family Revocable Living Trust; Michael D Mercadante & Denise Castellucci Mercadante; Brigitte Morgan & Samuel G Morgan; Patrick Murray & Melonie Murray; Mitchell S Needle & Lisa A Needle; Kristie Nystedt & Patrik Nystedt; Craig Peddicord & Keith Peddicord; Antionette Pedicone; George R Perkins Jr; Donna A Phipps; Pituch Barnes Revocable Trust; Michele A Polcer; David L Query; Lawrence E Radler; Jeffrey D Rhodes; Linda S Rhodes; Bryan J Robie; Penny Lee White Robie; John D Rose; William M Rudolph; Christine A Rudolph; Tammy Leigh Ryan; Ronald Scott; Joseph C Rynn; Rosemary L Rynn; David R Saggiomo; Maria Saggiomo; Michael A Scarfia; Jean M Scarfia; Rick A Schirmer; Helen M Schirmer; Michael T Sheehan; David Sherman; Diana L Creamer; Elaine S Shirley; Cole Shorter; Jamie Shorter; Arthur F Steingraber; Kathleen M Steingraber; Linda A Storch; Stuart J Strickland Sr; Catherine N Strickland; Robert Sturey; Mary Ann Sturey; Timothy Summers; Kelli Summers; Kevin Bahr; Christy Bahr; Thode Family Trust; Todd B Thorp; Deirdre Gallahue Thorp; Barry H Traub Living Trust; Jonathan W Tucker; Courtney M. Tucker.

Defendants.

Dated this 25th day of November 2020.

To: Caroline Trautman, Attorney for Plaintiffs

Response to Request for Admissions

1. South Hampton HOA admits that it received the letter attached to Plaintiff's Request for Admissions known as Exhibit "A" (Letter from Plaintiff's Counsel Caroline Trautman dated July 2, 2020 received via Certified Mail Return Receipt Requested).

2. South Hampton HOA admits that it received the letter attached to Plaintiff's Request for Admissions known as Exhibit "A" (Letter from Plaintiff's Counsel Caroline Trautman dated July 2, 2020 received via Certified Mail Return Receipt Requested).
3. South Hampton HOA denies Plaintiff's Request to Admit Paragraph 3 and demands strict proof thereof. South Hampton HOA promptly investigated the claim upon receipt of the July 2, 2020 and found the claim to be unsubstantiated for the amount demanded and services performed.

Response to Interrogatories

1. Identify all documents and all communications between you and any other person or entity (excluding attorney -client communications) pertaining in any way to the letter attached to Plaintiff's discovery requests (July 2, 2020 letter referenced above).

Response:

- A. Pictures of damage to South Hampton roof caused by staging of Plaintiff's equipment.
- B. Coastal Commercial Roofing repair bill.
- C. Historical Ledger regarding South Hampton HOA and Tribune.
- D. Contract between South Hampton HOA and Tribune.

2. Identify all communications between you and any other party (excluding attorney-client communications) pertaining in any way to any of Structural Waterproofing's invoices or pay applications for work on the South Hampton project.

Response: See response to Question 1 above.

3. Set forth an accounting of your contract agreement with Tribune Holdings, LLC for work on the South Hampton Project, including but not limited to, a statement of your contract amount, including change orders, all amounts you have paid Tribune to date, and any amounts of money being withheld to date from Tribune and a detailed explanation of why said amounts are being withheld.

Response: See response to Question 1 above.

4. If you failed to admit Request for Admission Number 1 in whole

or in part, set forth the basis of your failure to admit it.

Response: Admitted

5. If you failed to admit Request for Admissions Number 2 in whole or in part, please set forth the basis for your failure to admit it.

Response: Admitted

6. If you failed to admit Request for Admissions Number 3 in whole or in part, please set forth the basis for your failure to admit it.

Response: Response explained in Request for Admissions above.

Response to Request for Production

1. Produce all documents and communications you identified in response to Interrogatory Number 1 or that you were asked to identify in Interrogatory Number 1.

Response: See attached.

2. Produce and documents and communications you identified in response to Interrogatory Number 2 or that you were asked to identify in Interrogatory Number 2.

Response: See attached.

3. Produce a copy of your contract with Tribune including all change orders for work on the South Hampton project.

Response: See attached.

4. Produce a copy of all records of payment, all payment application invoices (paid and unpaid), and a record of all payments made to relating to the South Hampton project.

Response: See attached.

s/Sheri McAllister

Sheri McAllister, Esq. (S.C. Bar #11896)
Attorney for South Hampton Property Owners
Association, Inc.

The Clemmons Law Firm

1800 North Oak Street

Myrtle Beach, South Carolina 29577

(843) 448-4246

Sheri@clemmonslaw.com

SC Bar License No.:11896

November 25, 2020

 **AIA**® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 1st day of JUNE
in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
SOUTH HAMPTON POA
9820 QUEENSWAY BLVD
MB, SC 29572

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:
(Name, legal status, address and other information)
Tribune Holdings LLC
744 Elizabeth Dr.
Murrells Inlet, SC, 29576
843-997-2356
VOLPEGA@GMAIL.COM

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

for the following Project:
(Name, location and detailed description)
SouthHampton @KINGSTON PLANTATION
9820 QUEENSWAY BLVD
MB, SC 29572

The Architect:
(Name, legal status, address and other information)
MUHLE CONSULTING
1413 HWY 17S #397
SURFSIDE BEACH, SC 29575
706-526-2511
BLACK@MUHLE.CONSULTING

The Owner and Contractor agree as follows.

init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

041211AGD44

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

October 1/2019–Mobilization
October 14/2019–First Day of Work

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (210) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
PHASE 1 . \$756,000- AS PER MUHLE CONSULTING--AS PER APPENDIX "A"	
PHASE 2 . \$428,000-AS PER MUHLE CONSULTING--AS PER APPENDIX "B"	
PHASE 4 . \$391,000 -AS PER MUHLE CONSULTING- AS PER APPENDIX "C"	
SUBSTANTIAL COMPLETION--APRIL 30/2020--90%	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ONE MILLION-FIVE HUNDERED AND seventy three thousand dollars (\$ 1,573,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
O/H CONCRETE REPAIR AND BLEND PRICE PER SQ FT--\$425 SQ FT		
RUST SPOT CEILINGS PLUNGE GRIND--\$47 EA		
PARTIAL DEPTH SLAB REPAIR--\$450.00 EA		
FULL DEPTH SLAB REPAIR--\$960 EA		
CARBON FIBER REPAIR--5FTX 8 INCH--\$480 EA		
BLEND IN CARBON FIBER ON DECKS AND EYEBROW--\$375 EA		
GENERAL CONDITIONS --MONTHS OVER DUE TO EXCESS WORK--\$58,000.00/MONTH		
PT POCKET REPAIR--\$175 EA		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
ALLOWANCE FOR PUMP HOUSE--\$6,000 included in phase 1	
PHASE 4 --LIMITED TO BUILDING RAILINGS ONLY	
NO ALLOWANCE FOR DAY DELAYS	

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: MONTHLY PERIOD

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30TH day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 7TH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than TEN (10) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Init.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Mediation

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:
(Name, address and other information)

CHRIS MILLAR
843-448-9000

§ 8.4 The Contractor's representative:
(Name, address and other information)

GINIO VOLPE
843-997-2356

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	AS PER MUHLE CONSULTING -Scope of work		

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
CERTIFICATE OF INSURANCE	1,000,000.00

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Ginio Volpe

[Digitally signed by GINIO A VOLPE
DN: cn=GINIO A VOLPE, o, ou,
email=volpega@gmail.com, c=US
Date: 2019.08.19 09:59:10 -0400

CONTRACTOR *(Signature)*

Ginio A Volpe-President
(Printed name and title)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

SH - South Hampton POA

TRIBUN - TRIBUNE HOLDINGS LLC

All History by Date

Tuesday, November 17, 2020 8:57 AM

744 Elizabeth Drive

Murrells Inlet, SC 29576

Total Payables:	2,016,018.73
Invoice Disbursement:	2,016,018.73
Cancelled Payables:	0.00
Current Balance:	0.00

<i>Date</i>	<i>Type</i>	<i>Document #</i>	<i>Reference</i>	<i>Amount</i>	<i>Cancelled</i>	<i>Balance</i>
08/14/2019	Invoice	19081401	1st Draw, Roof Anchors	\$35,000.00	\$0.00	\$35,000.00
08/14/2019	Check	121	Check (Computer)	(\$35,000.00)	\$0.00	\$0.00
09/23/2019	Invoice	19092001	Roof Anchors	\$55,700.00	\$0.00	\$55,700.00
09/23/2019	Check	124	Check (Computer)	(\$55,700.00)	\$0.00	\$0.00
11/06/2019	Invoice	WATERPROOFING	1st Draw - waterproofing	\$206,010.00	\$0.00	\$206,010.00
11/06/2019	Check	127	Check (Computer)	(\$206,010....	\$0.00	\$0.00
12/04/2019	Invoice	2ND DRAW	Waterproofing project	\$247,950.00	\$0.00	\$247,950.00
12/04/2019	Check	129	Check (Computer)	(\$247,950....	\$0.00	\$0.00
01/14/2020	Invoice	3RD DRAW	3rd draw	\$170,000.00	\$0.00	\$170,000.00
01/15/2020	Check	100	Check (Computer)	(\$170,000....	\$0.00	\$0.00
01/17/2020	Invoice	BAL OF 3RD DRAW	Balance of 3rd draw	\$391,607.83	\$0.00	\$391,607.83
01/17/2020	Check	101	Check (Computer)	(\$391,607....	\$0.00	\$0.00
03/04/2020	Invoice	4TH DRAW	4th Draw	\$699,750.90	\$0.00	\$699,750.90
03/05/2020	Check	105	Check (Computer)	(\$699,750....	\$0.00	\$0.00
04/07/2020	Invoice	DRAW #5 PARTIAL	Partial pmt on Draw #5	\$100,000.00	\$0.00	\$100,000.00
04/08/2020	Check	107	Check (Computer)	(\$100,000....	\$0.00	\$0.00
06/12/2020	Invoice	DRAW #5 PMT	Draw #5 payment	\$20,000.00	\$0.00	\$20,000.00
06/12/2020	Check	12364	Check (Computer)	(\$20,000.00)	\$0.00	\$0.00
07/08/2020	Invoice	DRAW #5 PMT	Draw #5 payment	\$20,000.00	\$0.00	\$20,000.00
07/08/2020	Check	12396	Check (Computer)	(\$20,000.00)	\$0.00	\$0.00
07/28/2020	Invoice	DRAW #5 PMT	Draw #5 payment	\$20,000.00	\$0.00	\$20,000.00
07/29/2020	Check	12420	Check (Computer)	(\$20,000.00)	\$0.00	\$0.00
08/14/2020	Invoice	DRAW #5	Draw #5 partial	\$20,000.00	\$0.00	\$20,000.00
08/14/2020	Check	12443	Check (Computer)	(\$20,000.00)	\$0.00	\$0.00
10/19/2020	Invoice	DRAW #5 PMT	Draw # 5 payment	\$30,000.00	\$0.00	\$30,000.00
10/19/2020	Check	12512	Check (Computer)	(\$30,000.00)	\$0.00	\$0.00

Current Balance: 0.00



South Hampton POA
9820 Queens Way
Myrtle Beach, SC 295272

South Hampton POA
9820 Queens Way
Myrtle Beach, SC

Opp/Job ID 1299964

Section: Section 1
Size: 18978 Sq Ft

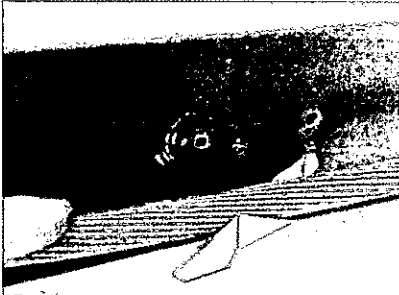
Serviceman: Ryan Keane
Proposal Date: 09/10/2020



Please check next to the deficiencies you authorize for repair, then total, sign, and date where indicated

Deficiencies

1



Failing/Missing Fasteners (Emergency) - 09/10/2020
Quantity: 250 EA

Deficiency: The lightning protection was removed and re installed leaving holes in the coping cap.

Corrective Action: A new fastener, 1 size larger would be installed per industry standards to ensure a watertight seal.

Lighting Protection needs to be serviced by lightning protection company.

Estimated Repair Cost: \$950.00



South Hampton POA
9820 Queens Way
Myrtle Beach, SC 295272

South Hampton POA
9820 Queens Way
Myrtle Beach, SC

Opp/Job ID 1299964

Section: Section 1
Size: 18978 Sq Ft

Serviceman: Ryan Keane
Proposal Date: 09/10/2020



PAYMENT TERMS

I hereby authorize the work indicated above
Payment terms: Due Upon Receipt.

Visa, MC, and Discover accepted-call 336-724-2727 ext. 312 to pay via credit card. There is an additional 4% processing fee for all credit card payments.

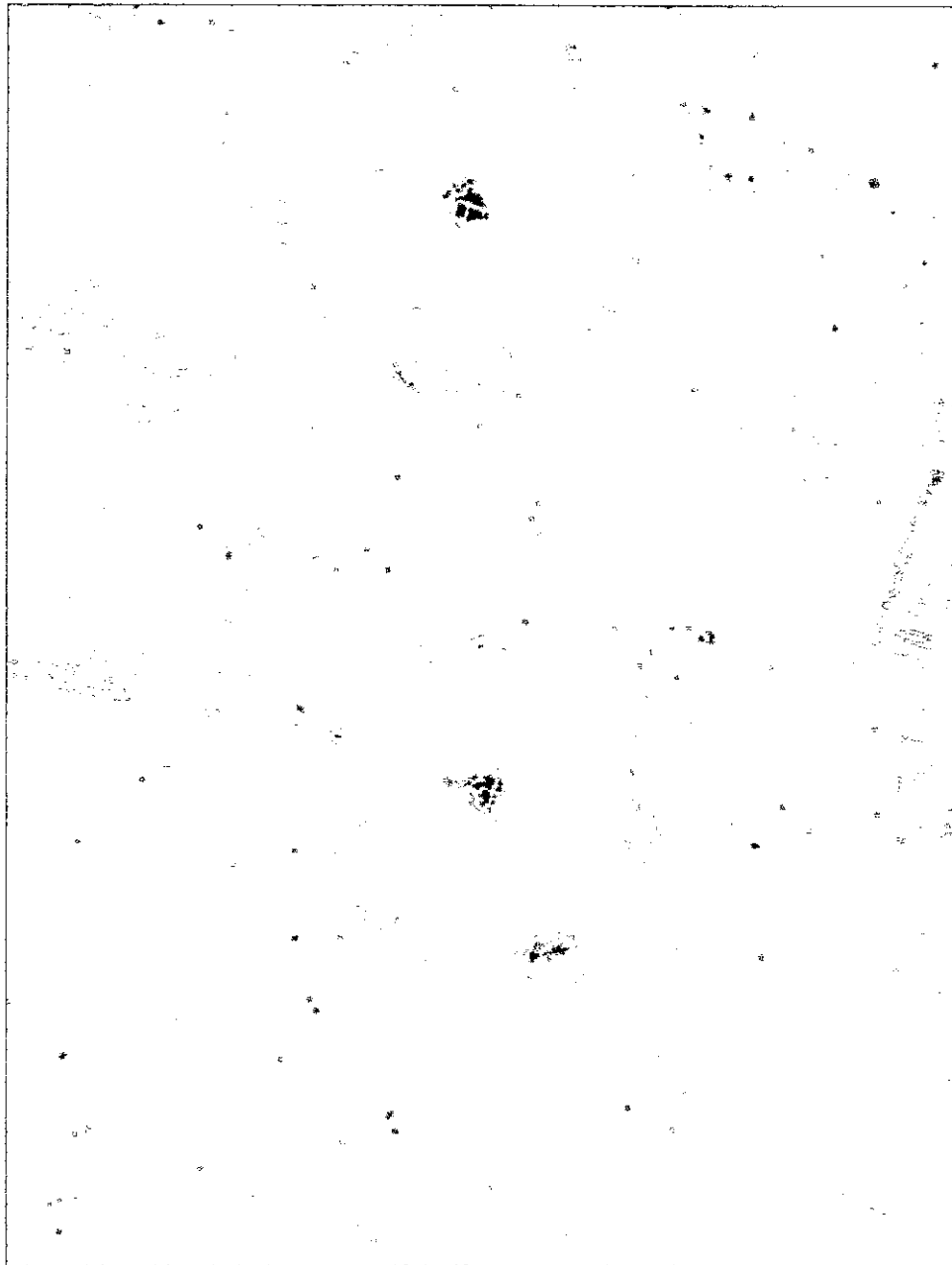
AUTHORIZATION TO PROCEED

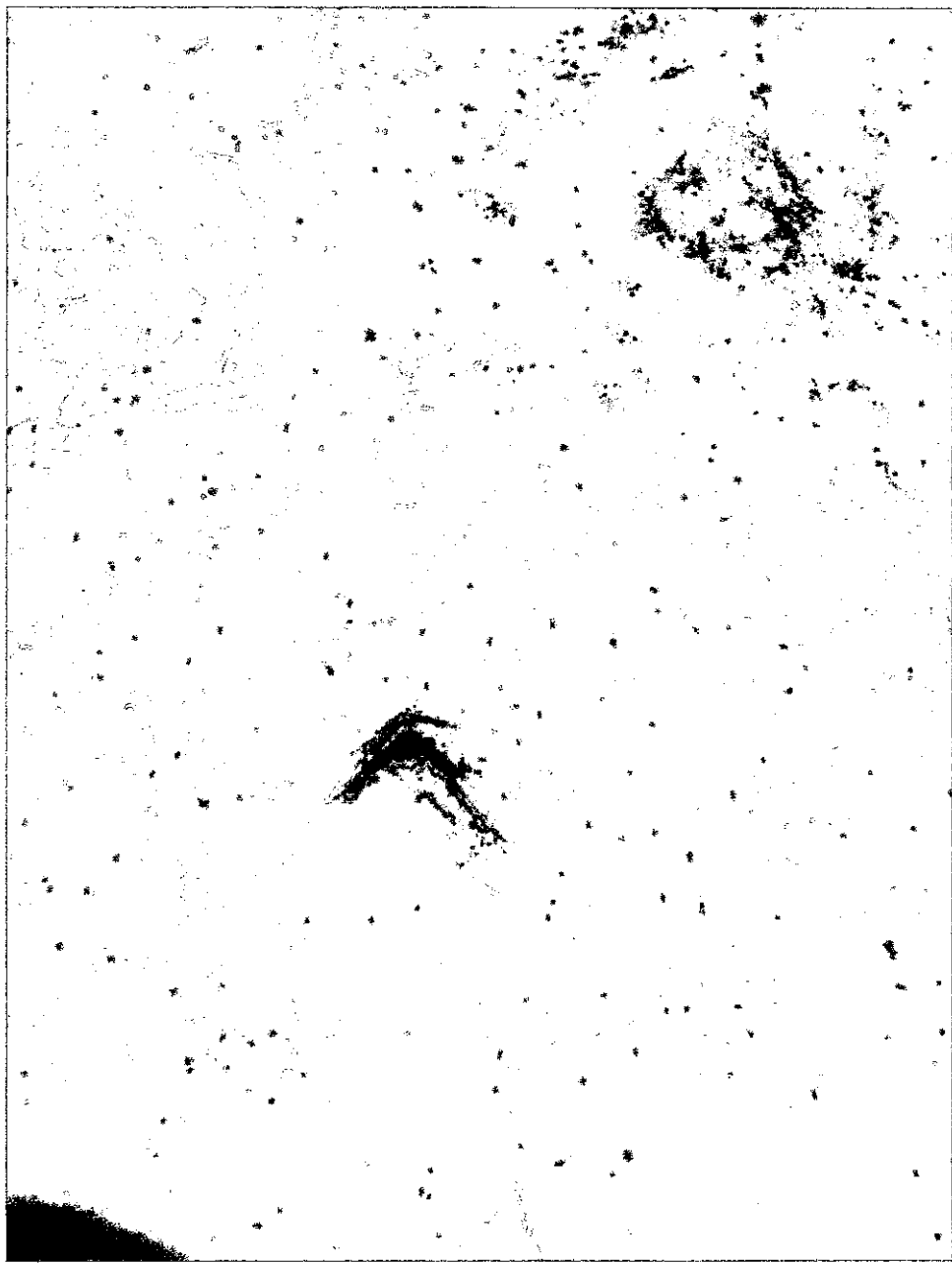
Signature: _____ Date: _____ \$ _____

Printed Name: _____ PO # _____

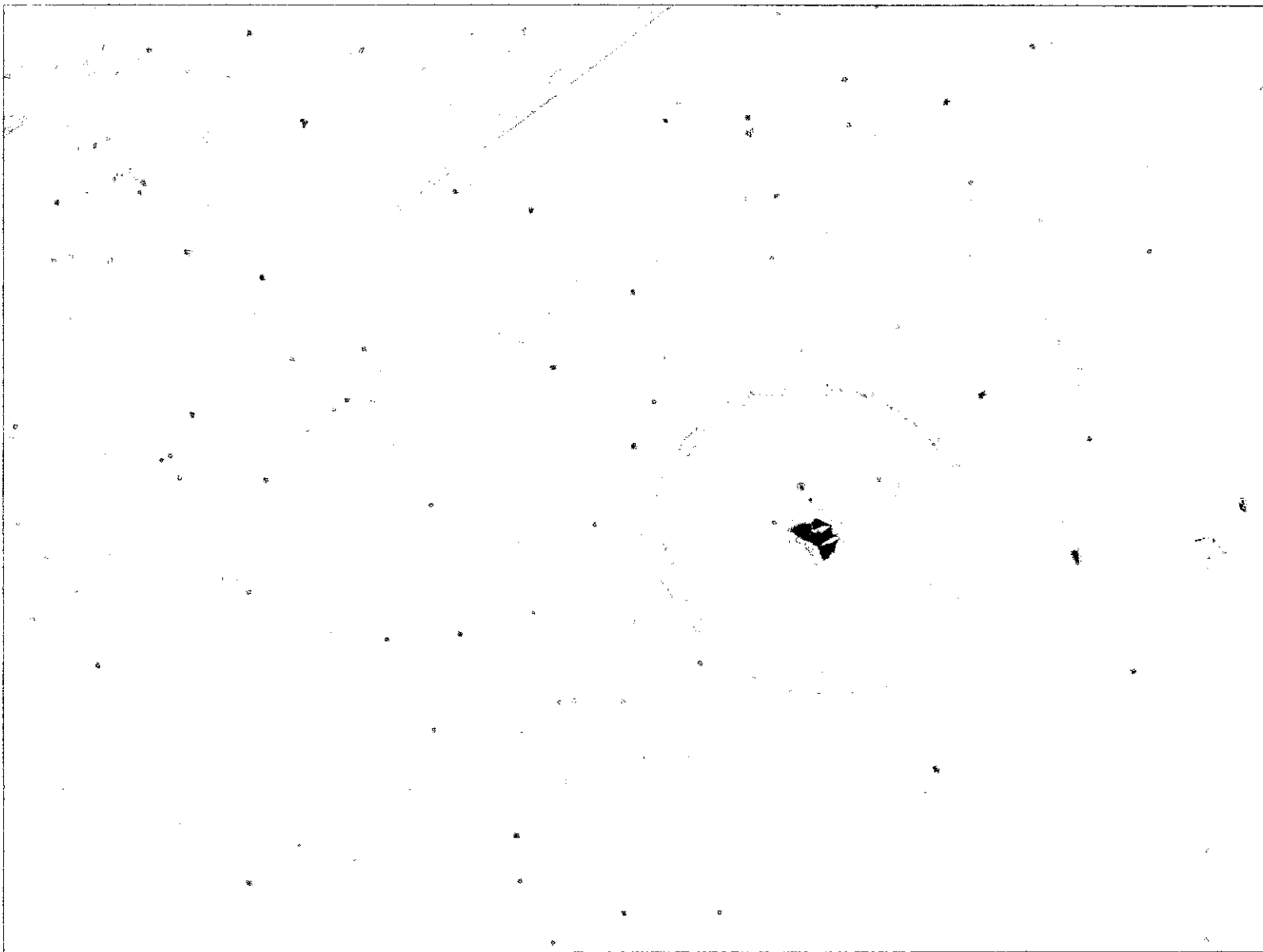
These are the terms and conditions.

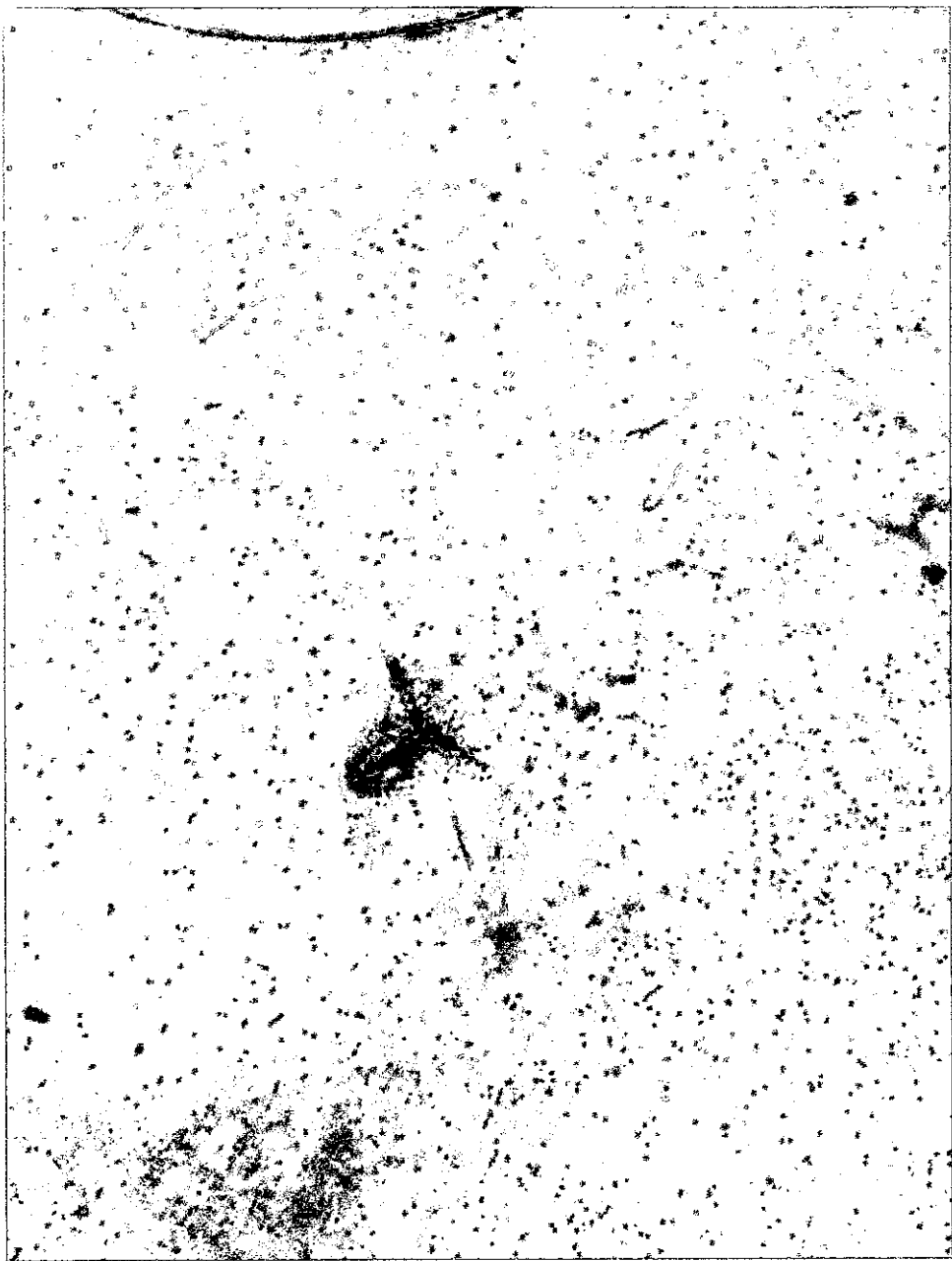
*Please sign and date, then fax to: (843) 369-4103
Or scan and email to: dgriffin@coastalcommercialroofing.com*

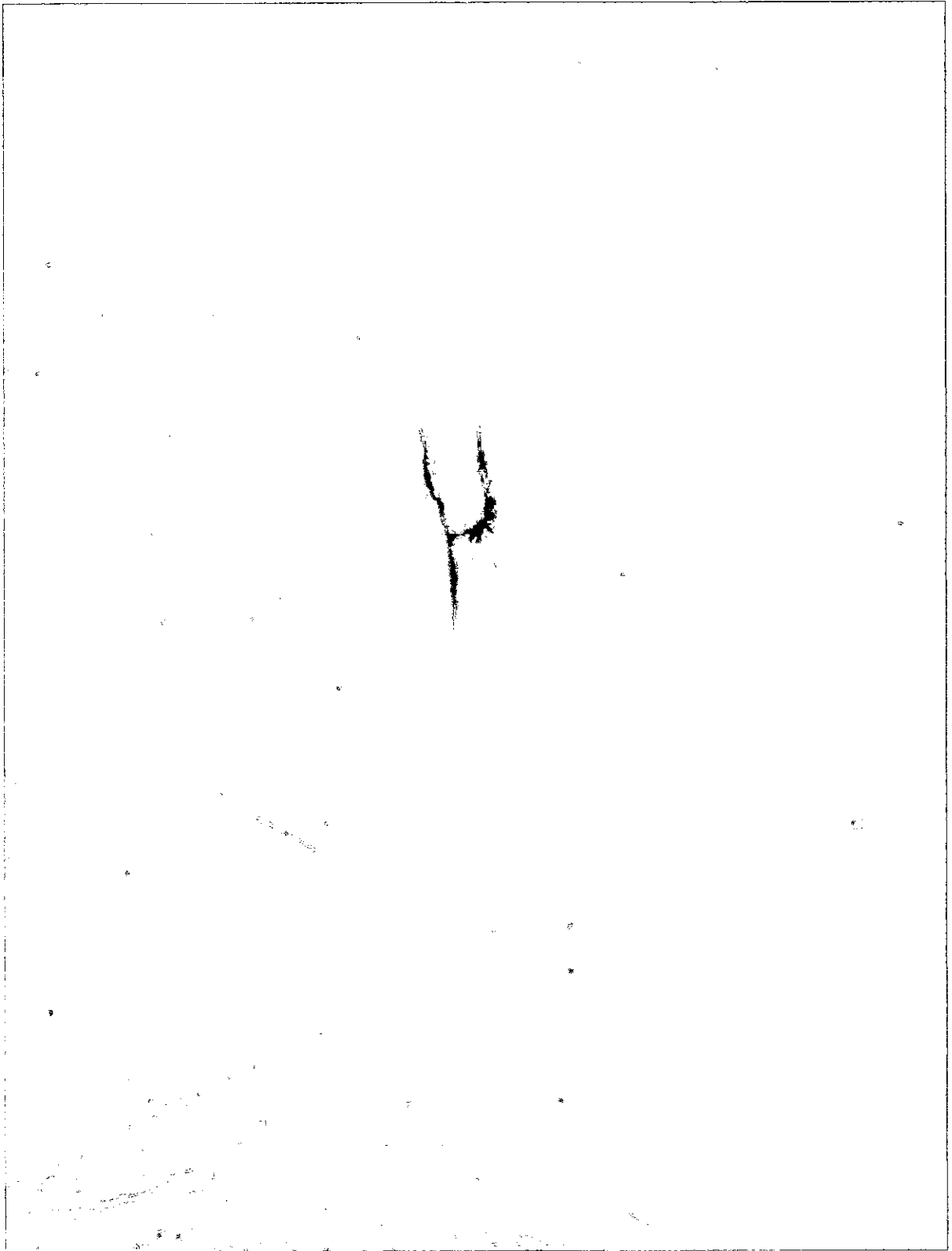












 **AIA**® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 1st day of JUNE
in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)
SOUTH HAMPTON POA
9820 QUEENSWAY BLVD
MB, SC 29572

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:
(Name, legal status, address and other information)
Tribune Holdings LLC
744 Elizabeth Dr.
Murrells Inlet, SC, 29576
843-997-2356
VOLPEGA@GMAIL.COM

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

for the following Project:
(Name, location and detailed description)
SouthHampton @KINGSTON PLANTATION
9820 QUEENSWAY BLVD
MB, SC 29572

The Architect:
(Name, legal status, address and other information)
MUHLE CONSULTING
1413 HWY 17S #397
SURFSIDE BEACH, SC 29575
706-526-2511
BLACK@MUHLE.CONSULTING

The Owner and Contractor agree as follows.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

041211ACD44

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

October 1/2019–Mobilization
October 14/2019–First Day of Work

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (210) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
PHASE 1 \$756,000- AS PER MUHLE CONSULTING--AS PER APPENDIX "A"	
PHASE 2 \$426,000-AS PER MUHLE CONSULTING--AS PER APPENDIX "B"	
PHASE 4 \$391,000 -AS PER MUHLE CONSULTING- AS PER APPENDIX "C"	
SUBSTANTIAL COMPLETION--APRIL 30/2020--90%	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ONE MILLION-FIVE HUNDERED AND seventy three thousand dollars (\$ 1,573,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
O/H CONCRETE REPAIR AND BLEND PRICE PER SQ FT--\$425 SQ FT		
RUST SPOT CEILINGS PLUNGE GRIND--\$47 EA		
PARTIAL DEPTH SLAB REPAIR--\$480.00 EA		
FULL DEPTH SLAB REPAIR--\$960 EA		
CARBON FIBER REPAIR--5FTX 8 INCH--\$480 EA		
BLEND IN CARBON FIBER ON DECKS AND EYEBROW--\$375 EA		
GENERAL CONDITIONS --MONTHS OVER DUE TO EXCESS WORK--\$58,000.00/MONTH		
PT POCKET REPAIR--\$175 EA		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
ALLOWANCE FOR PUMP HOUSE-\$6,000 included in phase 1	
PHASE 4 --LIMITED TO BUILDING RAILINGS ONLY	
NO ALLOWANCE FOR DAY DELAYS	

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: MONTHLY PERIOD

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30TH day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 7TH day of the FOLLOWING month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than TEN (10) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Init.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other: *(Specify)*

Mediation

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

§ 8.3 The Owner's representative:
(Name, address and other information)

CHRIS MILLAR
843-448-9000

§ 8.4 The Contractor's representative:
(Name, address and other information)

GINIO VOLPE
843-997-2356

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	AS PER MUHLE CONSULTING -Scope of work		

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
CERTIFICATE OF INSURANCE	1,000,000.00

This Agreement entered into as of the day and year first written above.

Ginio Volpe

Digitally signed by GINIO A VOLPE
DN: cn=GINIO A VOLPE, o, ou,
email=volpega@gmail.com, c=US
Date: 2019.08.19 09:59:10 -0400

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

Ginio A Volpe-President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.