

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Structural Waterproofing, LLC,

Plaintiff;

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO: 2020-
CP-26-04842

SOUTH HAMPTON
PROPERTY OWNERS
ASSOCIATION, INC.
SUPPLEMENTAL
RESPONSE TO
STRUCTURAL
WATERPROOFING,
LLC'S REQUEST OF
ADMISSIONS,
INTERROGATORIES,
AND REQUEST FOR
PRODUCTION OF
DOCUMENTS

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 17th day of December 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 denies that it received the letter attached to Plaintiff's Request for Admissions known as Exhibit "A" on the date designated in Plaintiff's Request for Admission (July 2, 2020) and demands strict proof thereof.
3. South Hampton HOA admits that portion of Request to Admit Paragraph 3 that it did not respond to Plaintiff's counsel (the sender of the letter) directly regarding Plaintiff's Counsel's July 2, 2020 letter. Ultimately, South Hampton retained legal counsel to respond to litigation

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 document.
 - C. Historical Ledger regarding South Hampton HOA and Tribune.
 - D. Contract between South Hampton HOA and Tribune.
 - E. Application and Certification for Payment dated 10/12/20.
 - F. Release of Lien Affidavit and Indemnity dated 10/12/20
 - G. Application and Certification for Payment dated 2/25/20.
 - H. Release of Lien Affidavit and Indemnity dated 2/25/20.
 - I. Change Orders Numbers 1-23.
 - J. Application and Certification for Payment dated 1/13/20.
 - K. Release of Lien Affidavit and Indemnity dated 1/9/20.
 - L. Application and Certification for Payment dated 1/11/19.
 - M. Application and Certification for Payment dated 4/1/20.
 - N. Release of Lien Affidavit and Indemnity dated 3/31/20.
 - O. Application and Certification for Payment dated 11/27/19.
 - P. South Hampton POA property manager emails between the POA, engineer, Tribune, and Plaintiff.
 - Q. Privilege log.
-
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. The POA

representatives had very little communication to anyone associated with project because the contractual relationship was between Plaintiff and Tribune, and all details associated with the project were deferred to them.

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. South Hampton has provided accounting information, contract and change orders but asserts that communications regarding explanation of amounts held is privileged (See attached privilege log)

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 receiving the July 2, 2020 letter from Plaintiff's counsel but South Hampton has no record of receiving the letter on July 2, 2020 therefore, they deny receipt of the letter on that date and demands strict proof thereof.

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. South Hampton revised its answer based on Plaintiff's counsel clarification of Plaintiff's question. Plaintiff requested an admission or denial as to whether South Hampton responded directly to the sender (Plaintiff's counsel). South Hampton did not respond directly to Plaintiff's counsel upon receipt of the letter. Ultimately, South Hampton retained legal counsel to respond to litigation.

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: Contract previously provided, and change orders and accounting information 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

December 17, 2020

(843) 448-4246
Sheri@clemmonslaw.com
SC Bar License No.:11896

VERIFICATION

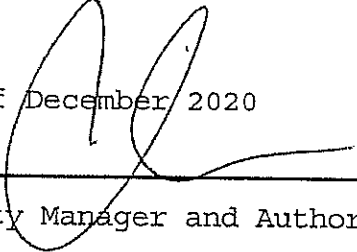
STATE OF SOUTH CAROLINA)

ss:

COUNTY OF HORRY)

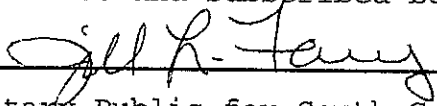
I, Chris Millar, being duly sworn, deposes and says that I am the property manager and authorized agent for Defendant South Hampton Property Owners Association, Inc. in this action, that I have read the foregoing answers to interrogatories and know the contents thereof, and the same are true to the best of my knowledge, information, and belief.

Dated this 16th day of December 2020



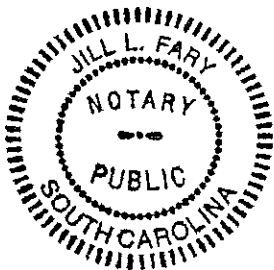
Chris Millar, Property Manager and Authorized Agent for South Hampton Property Owners Association, Inc.

Sworn to and subscribed before me, this 16th day of December 2020.



Notary Public for South Carolina

My Commission Expires: 4/23/24



 **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

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

for the following Project:
(Name, location and detailed description)
SouthHampton @KINGSTON PLANTATION
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.

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.

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.

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TABLE OF ARTICLES

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- 4 CONTRACT SUM
- 5 PAYMENTS
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- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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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.

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§ 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 HUNDRED 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 6 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 FAILINGS 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.

§ 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

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		

§ 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.)

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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)

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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

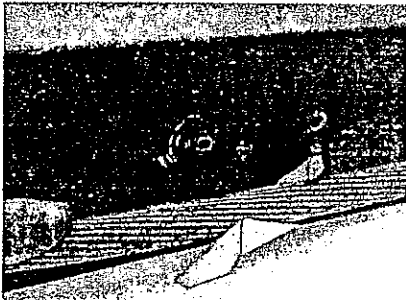
Serviceman Ryan Keane
Proposal Date: 09/10/2020



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 copping 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



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9820 Queens Way
Myrtle Beach, SC 295272

South Hampton POA
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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

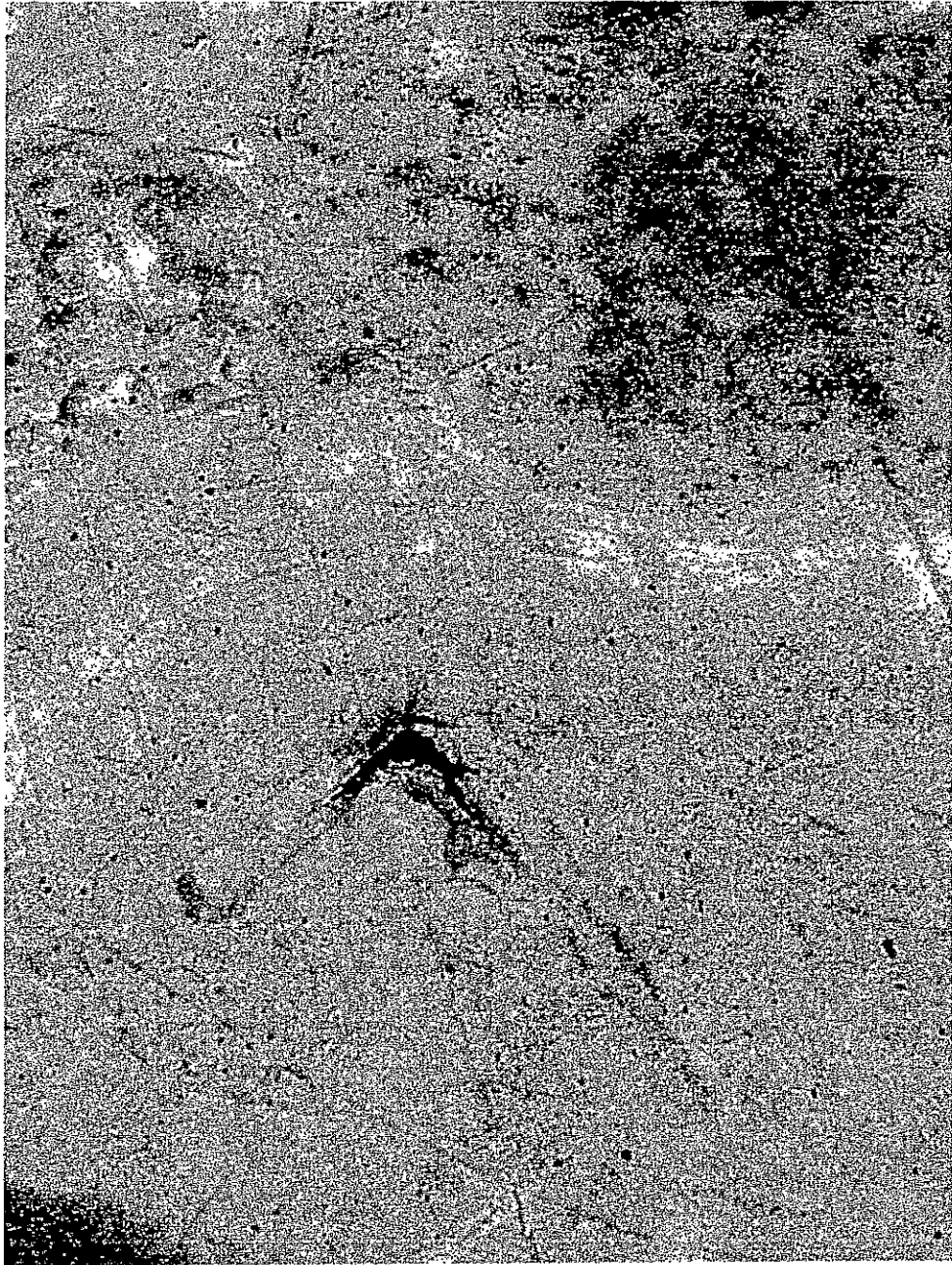
Signature: _____ Date: _____ \$ _____

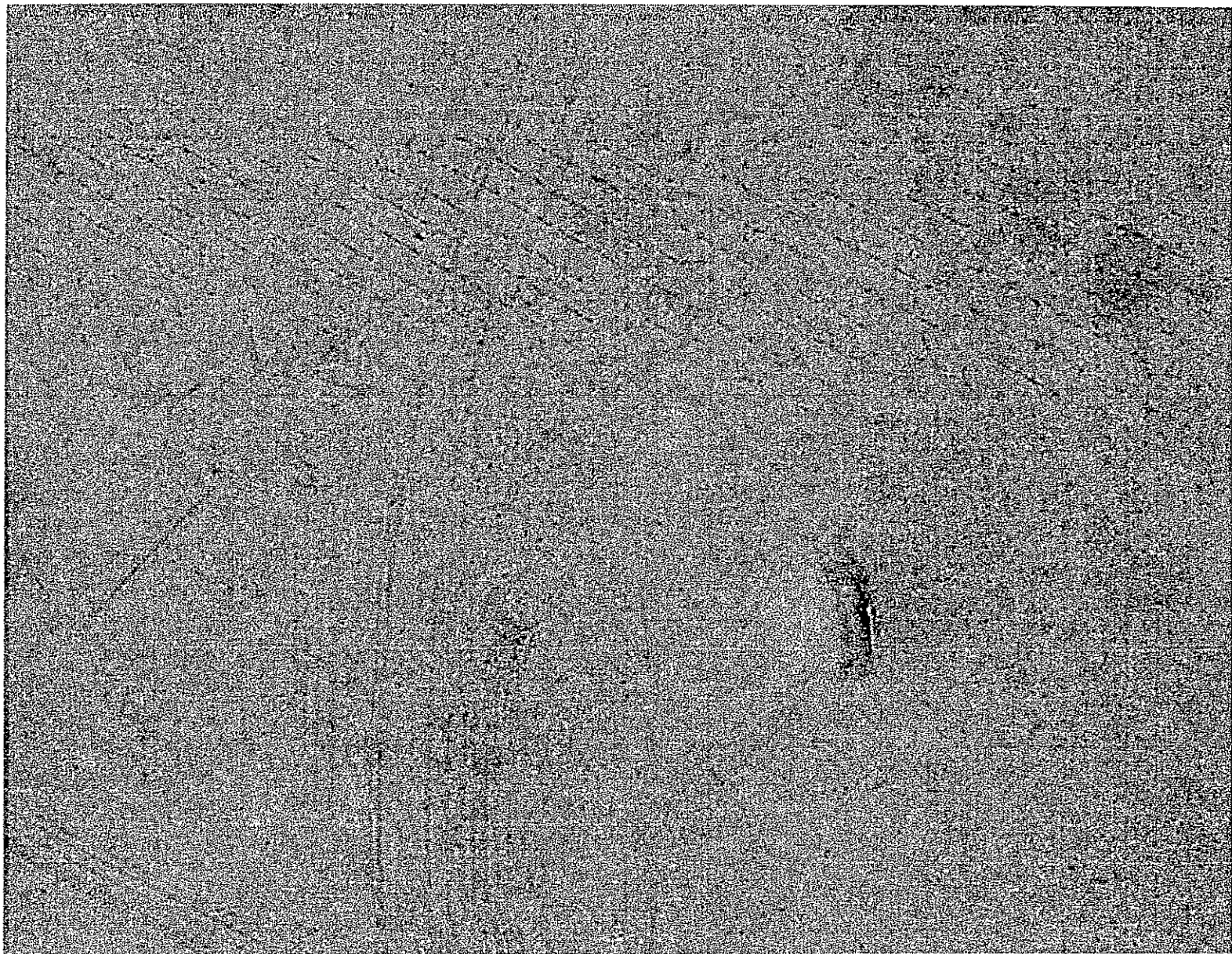
Printed Name: _____ PO # _____

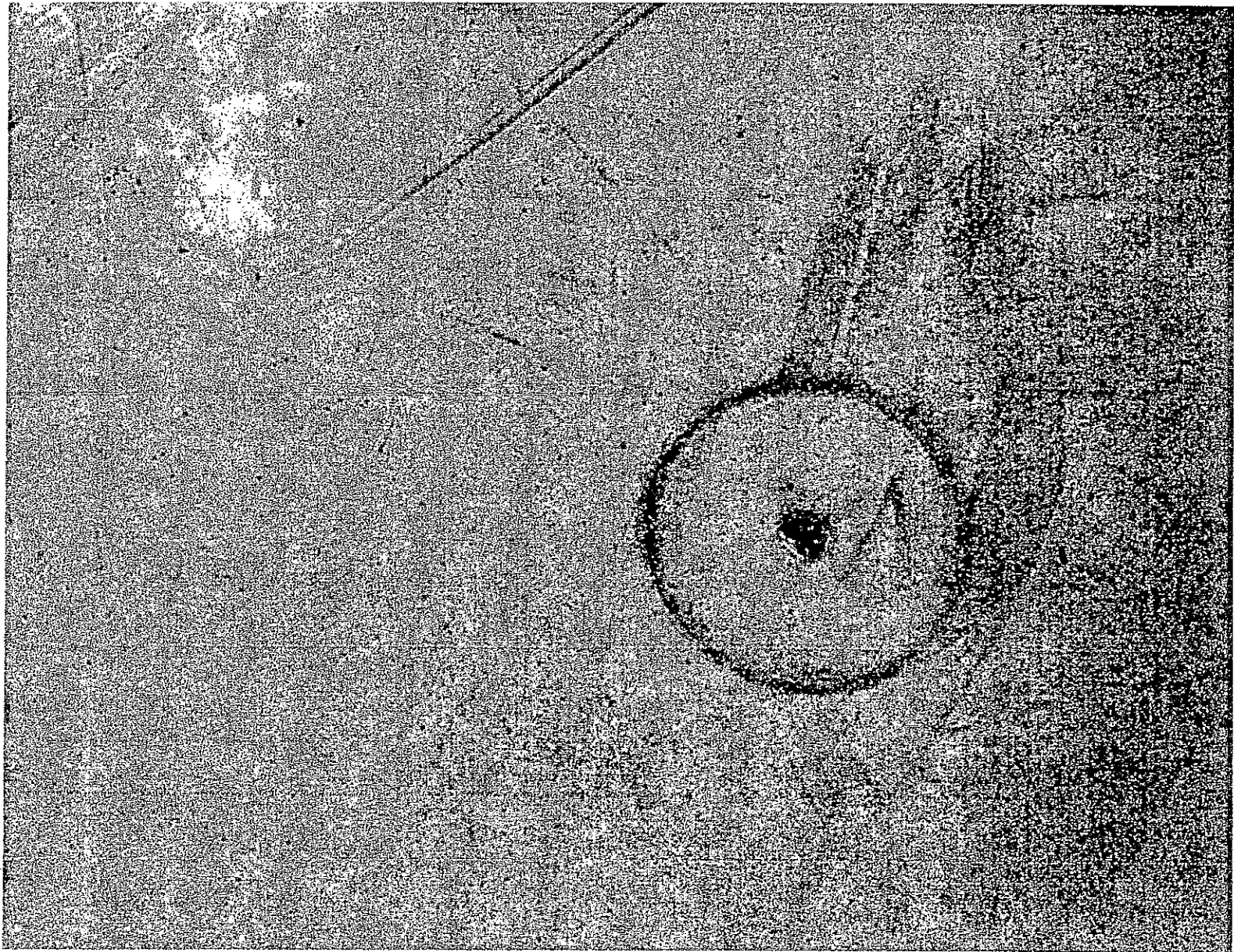
These are the terms and conditions.

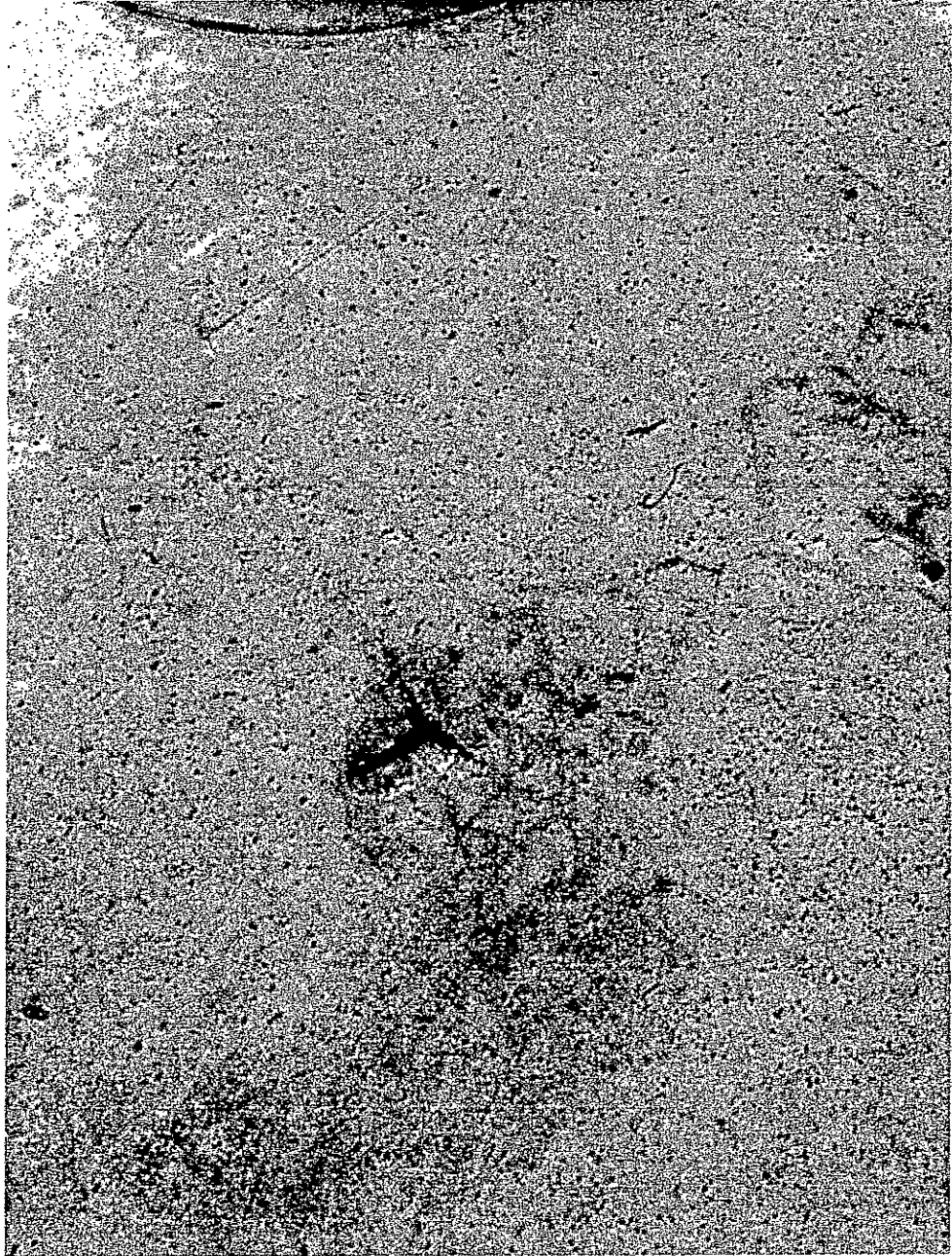
*Please sign and date, then fax to: (843) 369-4103
Or scan and email to: dgriffin@coastalcommercialroofing.com*

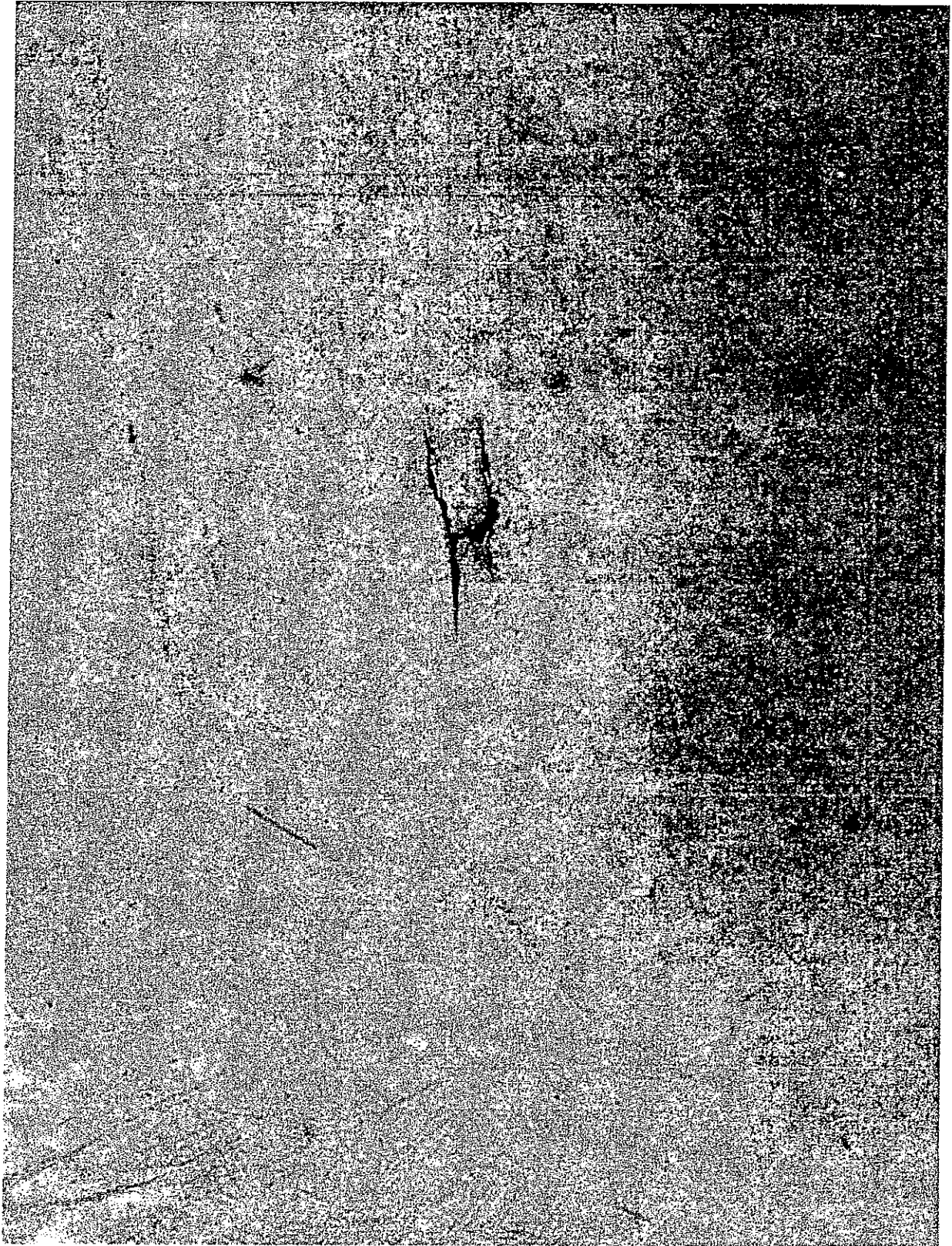














AIA[®] Document A101[™] – 2007

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.

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.

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§ 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 HUNDRED 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	

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 <i>(Signature)</i>	CONTRACTOR <i>(Signature)</i>
_____	_____
<i>(Printed name and title)</i>	<i>(Printed name and title)</i>

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.

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

P. 1 of 2

TO OWNER: South Hampton HOA

PROJECT: South Hampton

APPLICATION NO: 6-RET

Distribution to:

FROM CONTRACTOR: TRIBUNE HOLDINGS LLC

VIA ARCHITECT: MUEHL Consulting

PERIOD TO: 5/11/2020

OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS:

CONTRACT FOR:

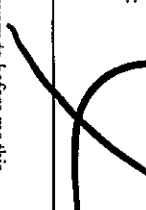
CONTRACT DATE: 8/19/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:



By: _____ Date: 10/12/20

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____

Notary Public:
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 390,819.42

(This information is not to be certified differs from the amount applied. Initial all figures on this application and over the Certification Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$880,697.00	
Total approved this Month	\$60,099.72	\$0.00
TOTALS	\$940,796.72	\$0.00
NET CHANGES by Change Order		\$940,796.72

1. ORIGINAL CONTRACT SUM \$1,567,000.00
2. Net change by Change Orders \$940,796.72
3. CONTRACT SUM TO DATE (Line 1 + 2) \$2,507,796.72
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$2,507,796.72
5. RETAINAGE:
 - a. 10% % of Completed Work \$ _____
(Column D + E on G703)
 - b. 0 % of Stored Material \$ _____
(Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$0.00
6. TOTAL EARNED LESS RETAINAGE \$2,507,796.72
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$2,116,977.30
8. CURRENT PAYMENT DUE \$390,819.42
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 less Line 6)

CONTINUATION SHEET

AIA DOCUMENT G703

P.2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainages for line items may apply.

APPLICATION NO: 6-RET
 APPLICATION DATE: 5/11/2020
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+H+I)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
1	MOBILIZATION	\$ 34,000.00	\$ 34,000.00	\$ 34,000.00	\$ -	\$ 34,000.00	100.0%	\$ -	\$ -
2	GENERAL CONDITIONS--\$11,900/MOS	\$ 71,000.00	\$ 71,000.00	\$ 71,000.00	\$ -	\$ 71,000.00	100.0%	\$ -	\$ -
3	ACCESS EQUIPMENT--\$11,900/MOS	\$ 71,500.00	\$ 71,500.00	\$ 71,500.00	\$ -	\$ 71,500.00	100.0%	\$ -	\$ -
4	EXISTING SEALANT REMOVAL & BASE MASTER SEAL NP100 INSTALLATION	\$ 215,000.00	\$ 215,000.00	\$ 215,000.00	\$ -	\$ 215,000.00	100.0%	\$ -	\$ -
5	CLEAN AND APPLY 1ST COAT OF MASTER PROTECT EL750	\$ 114,000.00	\$ 114,000.00	\$ 114,000.00	\$ -	\$ 114,000.00	100.0%	\$ -	\$ -
6	CLEAN AND APPLY 2ND COAT OF MASTER PROTECT EL750 LABOR AND MATERIALS	\$ 85,000.00	\$ 85,000.00	\$ 85,000.00	\$ -	\$ 85,000.00	100.0%	\$ -	\$ -
7	CLEAN AND APPLY 2 COATS OF MASTER PROTECT HB200 @ BALCONY CEILING	\$ 117,000.00	\$ 117,000.00	\$ 117,000.00	\$ -	\$ 117,000.00	100.0%	\$ -	\$ -
8	EHS CRACK REPAIR--500 LF INCLUDED	\$ 18,750.00	\$ 18,750.00	\$ 18,750.00	\$ -	\$ 18,750.00	100.0%	\$ -	\$ -
9	EHS REPAIR--1000 SF INCLUDED	\$ 31,000.00	\$ 31,000.00	\$ 31,000.00	\$ -	\$ 31,000.00	100.0%	\$ -	\$ -
10	O/H CONCRETE REPAIR--500 sq ft included in contract--192 sq ft	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ -	\$ 45,000.00	100.0%	\$ -	\$ -
11	STRIPPING AND RECOATING	\$ 78,000.00	\$ 78,000.00	\$ 78,000.00	\$ -	\$ 78,000.00	100.0%	\$ -	\$ -
12	INSTALL NEW DECK COATING AT BALCONIES LABOR AND MATERIALS	\$ 295,750.00	\$ 295,750.00	\$ 295,750.00	\$ -	\$ 295,750.00	100.0%	\$ -	\$ -
13	STRIPPING AND PAINTING RAILINGS	\$ 391,000.00	\$ 391,000.00	\$ 391,000.00	\$ -	\$ 391,000.00	100.0%	\$ -	\$ -
14	C/O-1 EHS WALL REMOVAL AND REPAIR	\$ 24,977.70	\$ 24,977.70	\$ 24,977.70	\$ -	\$ 24,977.70	100.0%	\$ -	\$ -
15	C/O-2 EHS WALL REMOVAL AND REPAIR--NE CORNER	\$ 136,350.00	\$ 136,350.00	\$ 136,350.00	\$ -	\$ 136,350.00	100.0%	\$ -	\$ -
18	C/O-3- Slab Edge Carbon Fiber Repair @Shutter Locations--Except 1502--Total 960LF@515--230 lf	\$ 49,450.00	\$ 49,450.00	\$ 49,450.00	\$ -	\$ 49,450.00	100.0%	\$ -	\$ -
19	C/O-4-DBL GLASS DOOR NO SLOPE--UNIT 204-503--\$5859 EACH	\$ 11,718.00	\$ 11,718.00	\$ 11,718.00	\$ -	\$ 11,718.00	100.0%	\$ -	\$ -
20	ADDITION--AS PER CONTRACT								
21	C/O-5 Plunge Grind--2328@547	\$ 109,416.00	\$ 109,416.00	\$ 109,416.00	\$ -	\$ 109,416.00	100.0%	\$ -	\$ -
22	C/O-6-Slab Edge Concrete Repair--2@9360	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	\$ -	\$ 1,920.00	100.0%	\$ -	\$ -
23	C/O-7-pi pocket Repair--153--@5175	\$ 26,775.00	\$ 26,775.00	\$ 26,775.00	\$ -	\$ 26,775.00	100.0%	\$ -	\$ -
24	C/O-8-Hand Rad Post pocket repair--1@960	\$ 960.00	\$ 960.00	\$ 960.00	\$ -	\$ 960.00	100.0%	\$ -	\$ -
25	C/O-9 Slab Edge Carbon Fiber @shutter locations total 1920 LF@.5215 per LF--730 LFT	\$ 156,950.00	\$ 156,950.00	\$ 156,950.00	\$ -	\$ 156,950.00	100.0%	\$ -	\$ -
26	C/O-10 Plunge Grind--1054@547	\$ 49,538.00	\$ 49,538.00	\$ 49,538.00	\$ -	\$ 49,538.00	100.0%	\$ -	\$ -
27	C/O-11 PT pocket repair--866@5175	\$ 15,050.00	\$ 15,050.00	\$ 15,050.00	\$ -	\$ 15,050.00	100.0%	\$ -	\$ -
28	C/O-12-Hand Rad Post pocket Repair--12--@960	\$ 11,520.00	\$ 11,520.00	\$ 11,520.00	\$ -	\$ 11,520.00	100.0%	\$ -	\$ -
29	C/O-13 Carbon Fiber Repairs--@atches 9-10--5 LFT/UNIT--150 LFT@ 5215LF	\$ 32,250.00	\$ 32,250.00	\$ 32,250.00	\$ -	\$ 32,250.00	100.0%	\$ -	\$ -
30	C/O-14-Plunge Grind--197@547	\$ 9,259.00	\$ 9,259.00	\$ 9,259.00	\$ -	\$ 9,259.00	100.0%	\$ -	\$ -
31	C/O-15--Renovlize and go back and do 1502	\$ 8,025.00	\$ 8,025.00	\$ 8,025.00	\$ -	\$ 8,025.00	100.0%	\$ -	\$ -
32	C/O-16 Efs crack repair--263@53.85	\$ 1,012.30	\$ 1,012.30	\$ 1,012.30	\$ -	\$ 1,012.30	100.0%	\$ -	\$ -
33	C/O-17-Efs Repair--201@531,000/lf	\$ 6,231.00	\$ 6,231.00	\$ 6,231.00	\$ -	\$ 6,231.00	100.0%	\$ -	\$ -
34	C/O-18--Coating of Pump House	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 15,000.00	100.0%	\$ -	\$ -
35	C/O-19-PT Pocket Repair--46--\$175=58050	\$ 8,050.00	\$ 8,050.00	\$ 8,050.00	\$ -	\$ 8,050.00	100.0%	\$ -	\$ -
36	C/O-20 Carbon Fiber@locations 123lf@5215lf=26445	\$ 26,445.00	\$ 26,445.00	\$ 26,445.00	\$ -	\$ 26,445.00	100.0%	\$ -	\$ -
37	C/O-21-- months extra cost general expenses and equipment --2months @558,000/month	\$ 116,000.00	\$ 116,000.00	\$ 116,000.00	\$ -	\$ 116,000.00	100.0%	\$ -	\$ -
38	C/O-22-Hand Rad Pocket Repair--36@5585=515,210	\$ 15,210.00	\$ 15,210.00	\$ 15,210.00	\$ -	\$ 15,210.00	100.0%	\$ -	\$ -
39	C/O-23 Carbon Fiber at Shutter Locations--226lf@5215lf=\$48590	\$ 48,590.00	\$ 48,590.00	\$ 48,590.00	\$ -	\$ 48,590.00	100.0%	\$ -	\$ -
	Interest 5572,378.87@18%=\$60,099.72	\$ 60,099.72	\$ 60,099.72	\$ 60,099.72	\$ -	\$ 60,099.72	100.0%	\$ -	\$ -
	GRAND TOTALS	\$ 2,507,796.72	\$ 2,507,796.72	\$ 2,507,796.72	\$ 0.00	\$ 2,507,796.72	100.00%	\$ 0.00	\$ 0.00

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Document's Authenticity

**RELEASE OF LIEN
AFFIDAVIT & INDEMNITY**

IN CONSIDERATION of payment to it of \$ 390,819.42 the undersigned hereby waives and releases - to the extent of its receipt of such payment, and except for claims or rights of lien for contract and/or change order work performed for which payment is being retained or will subsequently become due - any and all lien and bond-claim rights it has or may hereafter have resulting from or arising out of its furnishing of labor and/or materials through 05/01/20 (date) to or for the improvement of the following project: South Hampton Draw#6-RET.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned, except:

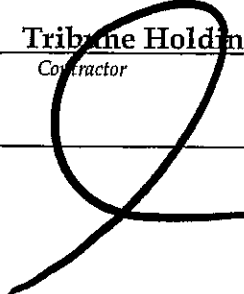
(insert names of any unpaid subcontractors, and/or suppliers and the respective unpaid amounts claimed by each - if none, so state)

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned and under its seal by its duly authorized representative, this 12 day October 2020.

Tribune Holdings LLC
Contractor

By: _____

Title: Owner



Sworn to and subscribed before me this the ____ day of _____, 20__

Notary Public for the State of _____
County of _____
My Commission Expires: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

P. 1 of 2

TO OWNER: South Hampton HOA PROJECT: South Hampton

APPLICATION NO: 4

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR: TRIBUNE HOLDINGS LLC VIA ARCHITECT: MUEHLE CONSULTING

PERIOD TO: 2/25/2020

PROJECT NOS:

CONTRACT DATE: 8/19/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	\$1,567,000.00
2. Net change by Change Orders	\$	\$626,874.70
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	\$2,193,874.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$1,905,509.70

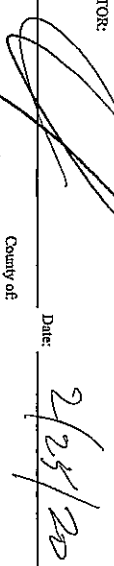
5. RETAINAGE:		
a. 10% % of Completed Work	\$	\$190,590.97
b. (Column D + E on G703)	\$	
0 % of Stored Material	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$190,590.97

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$1,715,318.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$1,015,567.83
8. CURRENT PAYMENT DUE	\$	\$699,750.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	\$478,555.97

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$361,566.70		
Total approved this Month	\$265,308.00	\$0.00	\$0.00
TOTALS	\$626,874.70	\$626,874.70	\$0.00
NET CHANGES by Change Order		\$626,874.70	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

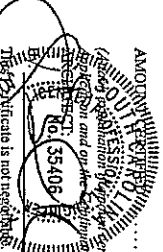
CONTRACTOR:

By:  Date: 2/25/20
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 699,750.90


 Jonathan M. Black, PE Date: 25 February 2020
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. No payment, payment and acceptance of payment are without prejudice to the rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

P.2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: _____
 APPLICATION DATE: _____
 PERIOD TO: 2/25/2020
 ARCHITECT'S PROJECT NO: _____

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	BALANCE TO FINISH (C-O)	RETAINAGE (IF VARIABLE RATE)
1	MOBILIZATION	\$ 34,000.00	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	100.0%	\$ -	\$ 3,400.00
2	GENERAL CONDITIONS-\$11,800/MOS	\$ 71,000.00	\$ 47,200.00	\$ 18,120.00	\$ -	\$ 65,320.00	92.0%	\$ 5,680.00	\$ 6,532.00
3	ACCESS EQUIPMENT-\$11,900/MOS	\$ 71,500.00	\$ 47,600.00	\$ 18,180.00	\$ -	\$ 65,780.00	92.0%	\$ 5,720.00	\$ 6,578.00
4	EXISTING SEALANT REMOVAL & BASF MASTER SEAL NP100 INSTALLATION	\$ 215,000.00	\$ 154,800.00	\$ 38,700.00	\$ -	\$ 193,500.00	90.0%	\$ 21,500.00	\$ 19,350.00
5	CLEAN AND APPLY 1ST COAT OF MASTER PROTECT EL750	\$ 114,000.00	\$ 74,100.00	\$ 23,940.00	\$ -	\$ 98,040.00	86.0%	\$ 15,960.00	\$ 9,804.00
6	APPLY 2ND COAT OF MASTER PROTECT EL750 LABOR AND MATERIALS	\$ 83,000.00	\$ 53,500.00	\$ 19,500.00	\$ -	\$ 73,000.00	86.0%	\$ 11,900.00	\$ 7,300.00
7	CLEAN AND APPLY 2 COATS OF MASTER PROTECT HB200 @ BALCONY CEILINGS	\$ 117,000.00	\$ 74,880.00	\$ 42,120.00	\$ -	\$ 117,000.00	100.0%	\$ -	\$ 11,700.00
8	EFES CRACK REPAIR-5000 LF INCLUDED	\$ 18,750.00	\$ 12,375.00	\$ 6,375.00	\$ -	\$ 18,750.00	100.0%	\$ -	\$ 1,875.00
9	EFES REPAIR-1000 SF INCLUDED	\$ 31,000.00	\$ 20,460.00	\$ 10,540.00	\$ -	\$ 31,000.00	100.0%	\$ -	\$ 3,100.00
10	10H CONCRETE REPAIR-500 sq ft included in contract-192 sq ft	\$ 43,000.00	\$ 29,250.00	\$ 13,750.00	\$ -	\$ 43,000.00	100.0%	\$ -	\$ 4,300.00
11	STRIPPING AND RECOATING	\$ 78,000.00	\$ 57,220.00	\$ 14,540.00	\$ -	\$ 71,760.00	92.0%	\$ 6,240.00	\$ 7,176.00
12	INSTALL NEW DECK COATING AT BALCONIES LABOR AND MATERIALS	\$ 295,750.00	\$ 218,855.00	\$ 63,065.00	\$ -	\$ 283,920.00	96.0%	\$ 11,830.00	\$ 28,392.00
13	STRIPPING AND PAINTING RAILINGS	\$ 391,000.00	\$ 74,000.00	\$ 121,500.00	\$ -	\$ 195,500.00	50.0%	\$ 195,500.00	\$ 19,550.00
14	CO-1 EFES WALL REMOVAL AND REPAIR -N/E CORNER	\$ 24,977.70	\$ 24,977.70	\$ -	\$ -	\$ 24,977.70	100.0%	\$ -	\$ 2,497.77
15	CO-2 EFES WALL REMOVAL AND REPAIR	\$ 136,530.00	\$ -	\$ 122,715.00	\$ -	\$ 122,715.00	90.0%	\$ 13,635.00	\$ 12,271.50
16	CO-3 Slab Edge Carbon Fiber Repair @Shutter Locations-Rect 150x-Total 960LF@215-230 ft	\$ 49,450.00	\$ 49,450.00	\$ -	\$ -	\$ 49,450.00	100.0%	\$ -	\$ 4,945.00
17	CO-4 DM. GLASS DOOR NO SLIP-OE- UNIT 204-503--\$889 EACH	\$ 11,718.00	\$ 11,718.00	\$ -	\$ -	\$ 11,718.00	100.0%	\$ -	\$ 1,171.80
18									
19									
20	ADDITIONALS PER CONTRACT								
21	CO-5 Plunge Grind--2328@547	\$ 109,416.00	\$ 109,416.00	\$ -	\$ -	\$ 109,416.00	100.0%	\$ -	\$ 10,941.60
22	CO-6 Slab Edge Concrete Repair--2 @3960	\$ 1,920.00	\$ 1,920.00	\$ -	\$ -	\$ 1,920.00	100.0%	\$ -	\$ 192.00
23	CO-7 7th pocket Repair--153 @5175	\$ 26,775.00	\$ 26,775.00	\$ -	\$ -	\$ 26,775.00	100.0%	\$ -	\$ 2,677.50
24	CO-8 Hand Rail Post pocket repair--1 @960	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ 960.00	100.0%	\$ -	\$ 96.00
25	CO-9 Slab Edge Carbon Fiber @Shutter Locations total 1920 LF@ \$215 per LF--730 LFT	\$ 156,950.00	\$ 156,950.00	\$ -	\$ -	\$ 156,950.00	100.0%	\$ -	\$ 15,695.00
26	CO-10 Plunge Grind--1054@547	\$ 49,538.00	\$ 49,538.00	\$ -	\$ -	\$ 49,538.00	100.0%	\$ -	\$ 4,953.80
27	CO-11 PT pocket repair--86 @5175	\$ 15,030.00	\$ 15,030.00	\$ -	\$ -	\$ 15,030.00	100.0%	\$ -	\$ 1,503.00
28	CO-12 Hand Rail Post pocket Repair--12 @3960	\$ 11,520.00	\$ 11,520.00	\$ -	\$ -	\$ 11,520.00	100.0%	\$ -	\$ 1,152.00
29	CO-13 Carbon Fiber Repairs--@stades 9-10--5 LFT/UNIT=150LFT@ \$215LFT	\$ 32,250.00	\$ 32,250.00	\$ -	\$ -	\$ 32,250.00	100.0%	\$ -	\$ 3,225.00
30									
31									
32									
	GRAND TOTALS	\$ 2,193,874.70	\$ 1,123,506.70	\$ 782,403.00	\$ 0.00	\$ 1,905,909.70	86.87%	\$ 3287,965.00	\$ 190,590.97

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Documents Authenticity

**RELEASE OF LIEN
AFFIDAVIT & INDEMNITY**

IN CONSIDERATION of payment to it of \$ 699,750.90 the undersigned hereby waives and releases - to the extent of its receipt of such payment, and except for claims or rights of lien for contract and/or change order work performed for which payment is being retained or will subsequently become due - any and all lien and bond-claim rights it has or may hereafter have resulting from or arising out of its furnishing of labor and/or materials through 02/25/20 (date) to or for the improvement of the following project: South Hampton Draw#4.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (*including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others*) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned, except:

(insert names of any unpaid subcontractors, and/or suppliers and the respective unpaid amounts claimed by each - if none, so state)

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned and under its seal by its duly authorized representative, this 25 day February 2020.

Tribune Holdings LLC
Contractor
By: _____
Title: Owner

Sworn to and subscribed before me this
the ____ day of _____, 20__

Notary Public for the State of _____
County of _____
My Commission Expires: _____

Document G701

Change Order CO1

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 1	OWNER <input checked="" type="checkbox"/>
	DATE: 11/27/19	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO:	CONTRACTOR <input type="checkbox"/>
TO OWNER: SOUTHAMPTON - POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19	FIELD <input type="checkbox"/>
	CONTRACT FOR: SOUTHAMPTON	OTHER <input type="checkbox"/>

The Contract is changed as follows:

REMOVE AND REPAIR--3 PANELS EIFS WALL @ NW SIDE OF BUILDING

The original	<u>Contract Sum</u>	was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders			\$	<u>\$0.00</u>
The	<u>Contract Sum</u>	prior to this Change Order was	\$	<u>\$1,567,000.00</u>
The	<u>Contract Sum</u>	will be <u>increased</u> by this Change Order in		
the amount of			\$	<u>\$24,977.70</u>
The new	<u>Contract Sum</u>	including this Change Order will be	\$	<u>\$1,591,977.70</u>
The Contract Time will be	<u>decreased</u>	by <u>14</u> (
The date of Substantial Completion as of the date of this Change Order therefore is				

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTHAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JOHN BLACK</u>	<u>GINIO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>27 November 2019</u>	<u>11/27/19</u>	<u>DATE</u>
DATE	DATE	DATE

Document G701

Change Order CO2

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 2 DATE: 12/31/19 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON - POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19 CONTRACT FOR: SOUTHAMPTON	

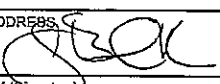
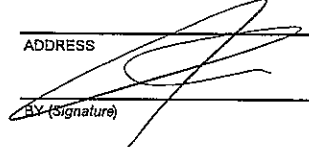
The Contract is changed as follows:

REMOVE AND REPAIR--NE PANELS EIFS \$136,350

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$24,977.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$1,591,977.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$136,350.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$1,728,327.70</u>
The Contract Time will be <u>increased</u> by <u>35 days</u> ()		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTHAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u> 	<u>ADDRESS</u> 	<u>ADDRESS</u>
BY (Signature)	BY (Signature)	BY (Signature)
<u>JONATHAN BLACK</u>	<u>GINO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>31 December 2019</u> DATE	<u>DATE</u>	<u>DATE</u>

Document G701

Change Order CO3

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 3	OWNER <input checked="" type="checkbox"/>
	DATE: 1/9/20	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO:	CONTRACTOR <input type="checkbox"/>
TO OWNER: SOUTH HAMPTON POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19	FIELD <input type="checkbox"/>
	CONTRACT FOR: SOUTH HAMPTON	OTHER <input type="checkbox"/>

The Contract is changed as follows:

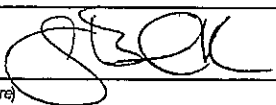
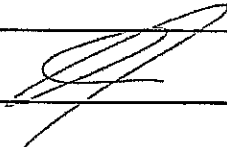
SLAB EDGE CARBON FIBER REPAIR AT SHUTTER LOCATION - TO DATE 230 FT @ \$215 PER FT=\$49,450

The original	<u>Contract Sum</u>	was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders			\$	<u>\$161,327.70</u>
The	<u>Contract Sum</u>	prior to this Change Order was	\$	<u>\$1,728,327.70</u>
The	<u>Contract Sum</u>	will be	<u>increased</u>	by this Change Order in
the amount of			\$	<u>\$49,450.00</u>
The new	<u>Contract Sum</u>	including this Change Order will be	\$	<u>\$1,777,777.70</u>
The Contract Time will be	<u>increased</u>	by	<u>15 days</u>	

The date of Substantial Completion as of the date of this Change Order therefore is

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON POA</u> OWNER (Firm name)
ADDRESS	ADDRESS	ADDRESS
BY (Signature) 	BY (Signature) 	BY (Signature)
<u>JONATHAN BLACK</u>	<u>GINO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>13 January 2020</u>	<u>1/13/20</u>	
DATE	DATE	DATE

Document G701

Change Order CO4

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 4	OWNER <input checked="" type="checkbox"/>
	DATE: 1/9/20	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO:	CONTRACTOR <input type="checkbox"/>
TO OWNER: SOUTH HAMPTON POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19	FIELD <input type="checkbox"/>
	CONTRACT FOR: SOUTH HAMPTON	OTHER <input type="checkbox"/>

The Contract is changed as follows:

DBL GLASS DOOR - NO SLOPE BALCONY - \$5,859.00 EACH - UNIT 204-503 - TOTAL - \$11,718

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$210,777.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$1,777,777.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in		
the amount of	\$	<u>\$11,718.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$1,789,495.70</u>
The Contract Time will be <u>increased</u> by <u>15 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

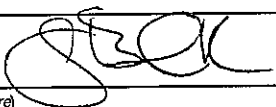
(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

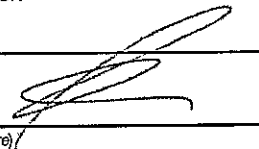
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MUHLE CONSULTING
Engineer

TRIBUNE HOLDINGS LLC
CONTRACTOR

SOUTH HAMPTON POA
OWNER (Firm name)

ADDRESS 
BY (Signature)

ADDRESS 
BY (Signature)

ADDRESS
BY (Signature)

JONATHAN BLACK
13 January 2020
DATE

GINO A VOLPE
1/13/20
DATE

CHRIS MILLAR
DATE

Document G701

Change Order CO5

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 5 DATE: 1/9/20 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTH HAMPTON POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19 CONTRACT FOR: SOUTH HAMPTON	

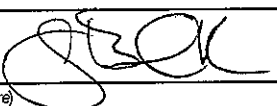
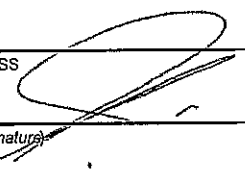
The Contract is changed as follows:

*C/O-5Plunge Grind - 2,328@\$47=\$109,416
AS PER LOCATIONS*

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$222,495.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$1,789,495.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$109,416.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$1,898,911.70</u>
The Contract Time will be <u>increased</u> by <u>15 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON POA</u> OWNER (Firm name)
<u>ADDRESS</u> 	<u>ADDRESS</u> 	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u> 13 January 2020 DATE	<u>GINO A VOLPE</u> 1/12/20 DATE	<u>CHRIS MILLAR</u> DATE

Document G701

Change Order CO6

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 6	OWNER <input checked="" type="checkbox"/>
	DATE: 1/9/20	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO:	CONTRACTOR <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19	FIELD <input type="checkbox"/>
	CONTRACT FOR: SOUTHAMPTON	OTHER <input type="checkbox"/>

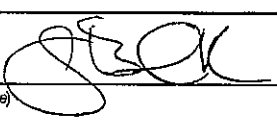
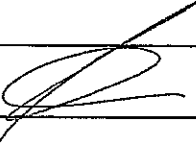
The Contract is changed as follows:

*C/O-6 Slab Edge Concrete Repair - 2 @\$960=\$1920
AS PER LOCATIONS*

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$331,911.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$1,898,911.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$1,920.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$1,900,831.70</u>
The Contract Time will be <u>increased</u> by <u>15 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON POA</u> OWNER (Firm name)
ADDRESS 	ADDRESS 	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
<u>JONATHAN BLACK</u>	<u>GINO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>13 January 2020</u>	<u>1/13/20</u>	
DATE	DATE	DATE

Document G701

Change Order CO7

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 7	OWNER <input checked="" type="checkbox"/>
	DATE: 1/9/20	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO:	CONTRACTOR <input type="checkbox"/>
TO OWNER: SOUTH HAMPTON POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19	FIELD <input type="checkbox"/>
	CONTRACT FOR: SOUTHAMPTON	OTHER <input type="checkbox"/>

The Contract is changed as follows:


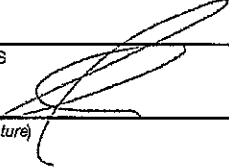
*C/O-7 Post-Tension pocket repair -153 @ \$175=\$26,775
AS PER LOCATIONS*

The original	<input type="text" value="Contract Sum"/>	was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders			\$	<u>\$333,831.70</u>
The	<input type="text" value="Contract Sum"/>	prior to this Change Order was	\$	<u>\$1,900,831.70</u>
The	<input type="text" value="Contract Sum"/>	will be	<input type="text" value="increased"/>	by this Change Order in
the amount of			\$	<u>\$26,775.00</u>
The new	<input type="text" value="Contract Sum"/>	including this Change Order will be	\$	<u>\$1,927,606.70</u>
The Contract Time will be	<input type="text" value="increased"/>	by	<input type="text" value="10 days"/>	

The date of Substantial Completion as of the date of this Change Order therefore is

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON POA</u> OWNER (Firm name)
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>JONATHAN BLACK</u>	<u>GINO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>13 January 2020</u>	<u>1/13/20</u>	
DATE	DATE	DATE

Document G701

Change Order **CO8**

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 8	OWNER <input checked="" type="checkbox"/>
	DATE: 1/9/20	ARCHITECT <input type="checkbox"/>
	ARCHITECT'S PROJECT NO:	CONTRACTOR <input type="checkbox"/>
TO OWNER: SOUTH HAMPTON POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19	FIELD <input type="checkbox"/>
	CONTRACT FOR: SOUTH HAMPTON	OTHER <input type="checkbox"/>


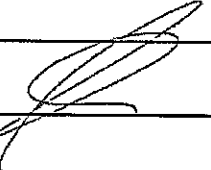
The Contract is changed as follows:

*C/O-8 Hand Rail Post pocket repair - 1 @ \$960=\$960
AS PER LOCATIONS*

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$360,606.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$1,927,606.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$960.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$1,928,566.70</u>
The Contract Time will be <u>increased</u> by <u>10</u> days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON POA</u> OWNER (Firm name)
ADDRESS	ADDRESS	ADDRESS
BY (Signature) 	BY (Signature) 	BY (Signature)
<u>JONATHAN BLACK</u>	<u>GINIO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>13 January 2020</u>	<u>1/13/20</u>	
DATE	DATE	DATE

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Change Order CO9

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 9 DATE: 2/25/20 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19 CONTRACT FOR: SOUTHAMPTON	

The Contract is changed as follows:

SLAB EDGE CARBON FIBER REPAIR AT SHUTTER LOCATION --TO DATE 730 FT @\$215 PER FT=\$156,950

The original Contract Sum was \$ \$1,567,000.00
The net change by previously authorized Change Orders \$ \$361,566.70
The Contract Sum prior to this Change Order was \$ \$1,928,566.70
The Contract Sum will be increased by this Change Order in
the amount of \$ \$156,950.00
The new Contract Sum including this Change Order will be \$ \$2,085,516.70
The Contract Time will be increased by 30days ()
The date of Substantial Completion as of the date of this Change Order therefore is

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MUHLE CONSULTING
Engineer

TRIBUNE HOLDINGS LLC
CONTRACTOR

SOUTHAMPTON
OWNER (Firm name)

ADDRESS
BY (Signature)

ADDRESS
BY (Signature)

ADDRESS
BY (Signature)

JONATHAN BLACK
25 February 2020
DATE

GINIO A VOLPE
2/25/20
DATE

CHRIS MILLAR
DATE


Document G701

Change Order CO10

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 10 DATE: 2/25/20 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON - POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19 CONTRACT FOR: SOUTHAMPTON	

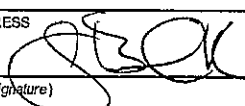
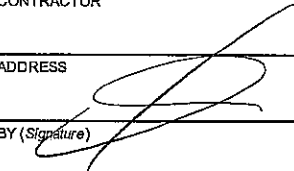
The Contract is changed as follows:

Plunge Grind-1054@\$47 each=\$49,538.00

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$518,516.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,085,516.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$49,538.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,135,054.70</u>
The Contract Time will be <u>increased</u> by <u>10 days</u> ()		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTHAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u> 	<u>ADDRESS</u> 	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u>	<u>GINIO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>25 February 2020</u>	<u>2/25/20</u>	
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>


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Change Order CO11

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 11 DATE: 2/25/20 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/19 CONTRACT FOR: SOUTHAMPTON	

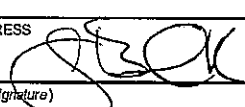
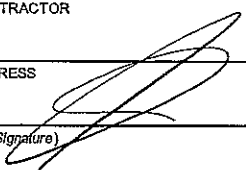
The Contract is changed as follows:

PT Pocket Repair--86@\$175=\$15050.00

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$568,054.70</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,135,054.70</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in		
the amount of	\$	<u>\$15,050.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,150,104.70</u>
The Contract Time will be <u>increased</u> by <u>5 days</u> ()		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTHAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u> 	<u>ADDRESS</u> 	<u>ADDRESS</u>
BY (Signature)	BY (Signature)	BY (Signature)
<u>JONATHAN BLACK</u> 25 February 2020	<u>GINO A VOLPE</u> 2/25/20	<u>CHRIS MILLAR</u>
DATE	DATE	DATE

Document G701

Change Order CO12

PROJECT:	SOUTHAMPTON	CHANGE ORDER NUMBER:	12	OWNER	<input checked="" type="checkbox"/>
	Myrtle Beach, SC 29572	DATE:	2/25/20	ARCHITECT	<input type="checkbox"/>
		ARCHITECT'S PROJECT NO:		CONTRACTOR	<input type="checkbox"/>
TO OWNER:	SOUTHAMPTON - POA	CONTRACT DATE:	8/19/19	FIELD	<input type="checkbox"/>
	Myrtle Beach, SC 29572	CONTRACT FOR:	SOUTHAMPTON	OTHER	<input type="checkbox"/>

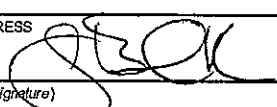
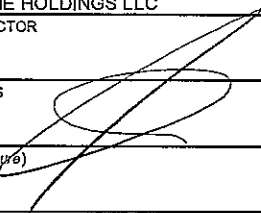
The Contract is changed as follows:

Hand Rail Pocket Repair. 12--@\$960 each--\$11520.00

The original	<u>Contract Sum</u>	was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders			\$	<u>\$583,104.70</u>
The	<u>Contract Sum</u>	prior to this Change Order was	\$	<u>\$2,150,104.70</u>
The	<u>Contract Sum</u>	will be <u>increased</u> by this Change Order in		
the amount of			\$	<u>\$11,520.00</u>
The new	<u>Contract Sum</u>	including this Change Order will be	\$	<u>\$2,161,624.70</u>
The Contract Time will be	<u>increased</u>	by <u>10 days</u> (
The date of Substantial Completion as of the date of this Change Order therefore is				

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTHAMPTON</u> OWNER (Firm name)
ADDRESS	ADDRESS	ADDRESS
		
BY (Signature)	BY (Signature)	BY (Signature)
<u>JONATHAN BLACK</u>	<u>GINO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>25 February 2020</u>	<u>2/25/20</u>	
DATE	DATE	DATE

Document G701

Change Order CO13

PROJECT:	SOUTHAMPTON	CHANGE ORDER NUMBER:	13	OWNER	<input checked="" type="checkbox"/>
	Myrtle Beach, SC 29572	DATE:	2/25/20	ARCHITECT	<input type="checkbox"/>
		ARCHITECT'S PROJECT NO:		CONTRACTOR	<input type="checkbox"/>
TO OWNER:	SOUTHAMPTON --POA	CONTRACT DATE:	8/19/19	FIELD	<input type="checkbox"/>
	Myrtle Beach, SC 29572	CONTRACT FOR:	SOUTHAMPTON	OTHER	<input type="checkbox"/>

The Contract is changed as follows:

Carbon Fiber Repairs @ stacks 9-10==150LFT@ \$215/LFT=\$32,250.00

The original	<u>Contract Sum</u>	was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders			\$	<u>\$594,624.70</u>
The	<u>Contract Sum</u>	prior to this Change Order was	\$	<u>\$2,161,624.70</u>
The	<u>Contract Sum</u>	will be <u>increased</u> by this Change Order in		
the amount of			\$	<u>\$32,250.00</u>
The new	<u>Contract Sum</u>	including this Change Order will be	\$	<u>\$2,193,874.70</u>
The Contract Time will be	<u>increased</u>	by <u>30 days</u> (
The date of Substantial Completion as of the date of this Change Order therefore is				


(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)


NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

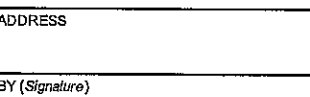
MUHLE CONSULTING
Engineer

TRIBUNE HOLDINGS LLC
CONTRACTOR

SOUTHAMPTON
OWNER (Firm name)

ADDRESS


ADDRESS


ADDRESS


JONATHAN BLACK
25 February 2020
DATE

GINO A VOLPE
2/25/20
DATE

CHRIS MILLAR
DATE

Document G701

Change Order CO14

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 14 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

The Contract is changed as follows:

Plunge Grind 197@ \$47 each = \$9259

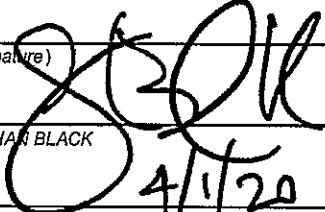
The original Contract Sum was	\$	<u>1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>626,874.70</u>
The Contract Sum prior to this Change Order was	\$	<u>2,193,874.70</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>9,259.00</u>
The new Contract Sum including this Change Order will be	\$	<u>2,203,133.70</u>
The Contract Time will be increased by 10 days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MUHLE CONSULTING
Engineer

ADDRESS _____

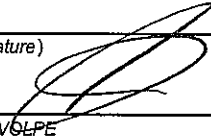
BY (Signature) 

JONATHAN BLACK

DATE 4/1/20

TRIBUNE HOLDINGS LLC
CONTRACTOR

ADDRESS _____

BY (Signature) 

GINO A VOLPE

DATE 3/31/20

SOUTH HAMPTON
OWNER (Firm name)

ADDRESS _____

BY (Signature) _____

CHRIS MILLAR

DATE _____

Document G701

Change Order CO15

PROJECT: SOUTHAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER 15 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTHAMPTON	

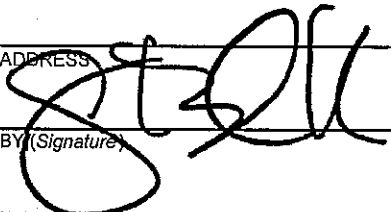
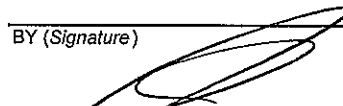
The Contract is changed as follows:

Re-mobilize and go back and do 1502--\$8025

The original Contract Sum was	\$ <u>1,567,000.00</u>
The net change by previously authorized Change Orders	\$ <u>\$636,133.70</u>
The Contract Sum prior to this Change Order was	\$ <u>\$2,203,133.70</u>
The Contract Sum will be increased by this Change Order in the amount of	\$ <u>\$8,025.00</u>
The new Contract Sum including this Change Order will be	\$ <u>\$2,211,158.70</u>
The Contract Time will be increased by 5 days	
The date of Substantial Completion as of the date of this Change Order therefore is	

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u> 	<u>BY (Signature)</u> 	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u>	<u>GINO VOLPE</u>	<u>CHRIS MILLAR</u>
<u>DATE</u> 4/1/20	<u>DATE</u> 3/31/20	<u>DATE</u>

Document G701

Change Order CO16

PROJECT:	SOUTH HAMPTON	CHANGE ORDER NUMBER:	16	OWNER	<input checked="" type="checkbox"/>
	Myrtle Beach, SC 29572	DATE:	3/31/2020	ARCHITECT	<input type="checkbox"/>
TO OWNER:	SOUTHAMPTON --POA	ARCHITECT'S PROJECT NO:		CONTRACTOR	<input type="checkbox"/>
	Myrtle Beach, SC 29572	CONTRACT DATE:	8/19/2019	FIELD	<input type="checkbox"/>
		CONTRACT FOR:	SOUTH HAMPTON	OTHER	<input type="checkbox"/>

The Contract is changed as follows:

EIFS Crack Repair-263ft@\$.3.85=\$1012.30

The original	<u>Contract Sum</u>	was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders			\$	<u>\$644,158.70</u>
The	<u>Contract Sum</u>	prior to this Change Order was	\$	<u>\$2,211,158.70</u>
The	<u>Contract Sum</u>	will be <u>increased</u> by this Change Order in		
the amount of			\$	<u>\$1,012.30</u>
The new	<u>Contract Sum</u>	including this Change Order will be	\$	<u>\$2,212,171.00</u>
The Contract Time will be	<u>increased</u>	by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is				

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u>	<u>GINIO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>DATE</u> 4/1/20	<u>DATE</u> 3/30/20	<u>DATE</u>

Document G701

Change Order CO17

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 17 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

The Contract is changed as follows:

Elfs Crack Repair--201 sf @\$31.00/sf=\$6231

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$645,171.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,212,171.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$6,231.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,218,402.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u>	<u>GINIO A. COLPE</u>	<u>CHRIS MILLAR</u>
<u>DATE</u> 4/1/20	<u>DATE</u> 3/31/20	<u>DATE</u>

Document G701

Change Order CO18

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 18 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTH HAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

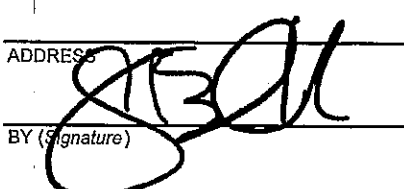
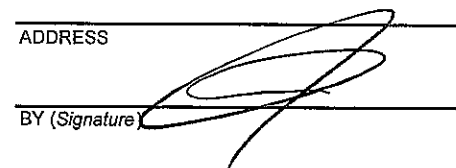
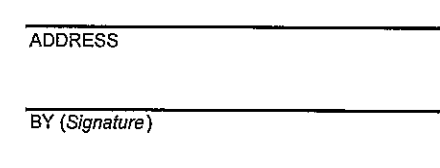
The Contract is changed as follows:

Coating and Repair of Pump House---\$15,000

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$651,402.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,218,402.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$15,000.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,233,402.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u> 	<u>BY (Signature)</u> 	<u>BY (Signature)</u> 
<u>JONATHAN BLACK</u> 4/1/20	<u>GINO A VOLPE</u> 3/31/20	<u>CHRIS MILLAR</u>
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

Document G701

Change Order CO19

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 19 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

The Contract is changed as follows:

PT Pocket Repair---46--\$175=\$8050

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$666,402.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,233,402.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$8,050.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,241,452.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MUHLE CONSULTING
Engineer

TRIBUNE HOLDINGS LLC
CONTRACTOR

SOUTH HAMPTON
OWNER (Firm name)

ADDRESS

ADDRESS

ADDRESS

BY (Signature)

BY (Signature)

BY (Signature)

JONATHAN BLACK

GINIO A VOLPE

CHRIS MILLAR

DATE

DATE

DATE

4/1/20

3/31/20

Document G701

Change Order CO20

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 20 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

The Contract is changed as follows:

Carbon fiber at locations--123ft @\$215=\$26,445

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$674,452.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,241,452.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$26,445.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,267,897.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u> () days		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u>	<u>ADDRESS</u>	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u> 4/1/20	<u>GINIO A VOLPE</u> 3/31/20	<u>CHRIS MILLAR</u>
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

Document G701

Change Order CO21

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 21 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

The Contract is changed as follows:

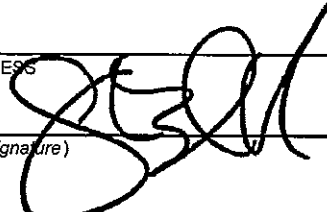
Extra Months of Mobilization and Stages---2 months@\$58,000=\$116,000

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$700,897.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,267,897.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$116,000.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,383,897.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

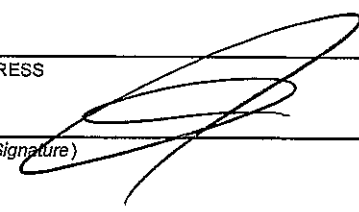
(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MUHLE CONSULTING
Engineer

ADDRESS

BY (Signature)
JONATHAN BLACK
4/1/20
DATE

TRIBUNE HOLDINGS LLC
CONTRACTOR

ADDRESS

BY (Signature)
GINO A VOLPE
3/31/20
DATE

SOUTH HAMPTON
OWNER (Firm name)

ADDRESS

BY (Signature)
CHRIS MILLAR
DATE

Document G701

Change Order CO22

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 22 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTHAMPTON	

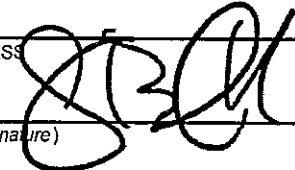
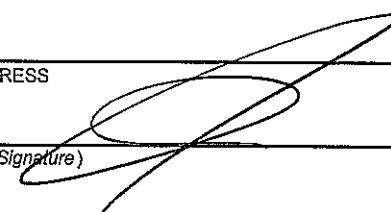
The Contract is changed as follows:

Hand Rail Post Pocket Repair--26@\$585=\$15,210

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$816,897.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,383,897.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$15,210.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,399,107.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MUHLE CONSULTING Engineer	TRIBUNE HOLDINGS LLC CONTRACTOR	SOUTH HAMPTON OWNER (Firm name)
ADDRESS 	ADDRESS 	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
JONATHAN BLACK 4/1/20	GINIO A VOLPE 3/31/20	CHRIS MILLAR
DATE	DATE	DATE

Document G701

Change Order CO23

PROJECT: SOUTH HAMPTON Myrtle Beach, SC 29572	CHANGE ORDER NUMBER: 23 DATE: 3/31/2020 ARCHITECT'S PROJECT NO:	OWNER <input checked="" type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO OWNER: SOUTHAMPTON --POA Myrtle Beach, SC 29572	CONTRACT DATE: 8/19/2019 CONTRACT FOR: SOUTH HAMPTON	

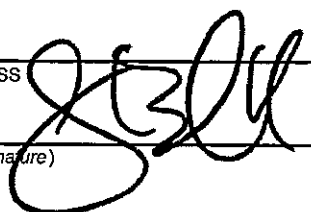
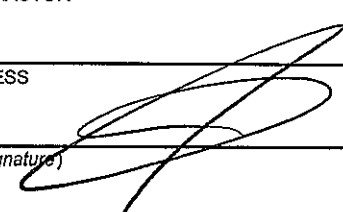
The Contract is changed as follows:

Carbon Fiber @ shutter locations=226ft @\$215/ft=\$48590

The original <u>Contract Sum</u> was	\$	<u>\$1,567,000.00</u>
The net change by previously authorized Change Orders	\$	<u>\$832,107.00</u>
The <u>Contract Sum</u> prior to this Change Order was	\$	<u>\$2,399,107.00</u>
The <u>Contract Sum</u> will be <u>increased</u> by this Change Order in the amount of	\$	<u>\$48,590.00</u>
The new <u>Contract Sum</u> including this Change Order will be	\$	<u>\$2,447,697.00</u>
The Contract Time will be <u>increased</u> by <u>5 days</u>		
The date of Substantial Completion as of the date of this Change Order therefore is		

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>MUHLE CONSULTING</u> Engineer	<u>TRIBUNE HOLDINGS LLC</u> CONTRACTOR	<u>SOUTH HAMPTON</u> OWNER (Firm name)
<u>ADDRESS</u> 	<u>ADDRESS</u> 	<u>ADDRESS</u>
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>JONATHAN BLACK</u>	<u>GINO A VOLPE</u>	<u>CHRIS MILLAR</u>
<u>DATE</u> 4/1/20	<u>DATE</u> 3/31/20	<u>DATE</u>

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

p. 1 of 2

TO OWNER: South Hampton POA

PROJECT: South Hampton

APPLICATION NO: 3

Distribution to:

FROM CONTRACTOR: TRIBUNE HOLDINGS LLC

VIA ARCHITECT: MUEHLB Consulting

PERIOD TO: 01.09.2020

OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 8/19/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:  Date: 1/13/20

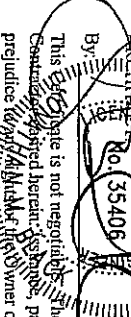
State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$361,607.83

(Amount certified by Architect differs from the amount applied. Initial all figures on this Application and Continuation Sheet that are changed to conform with the amount certified.)

By:  Jonathan M. Black, PE Date: 13 January 2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Any other payment and acceptance of payment are without prejudice to the Architect, the Owner or Contractor under this Contract.

1. ORIGINAL CONTRACT SUM	\$	\$1,567,000.00
2. Net change by Change Orders	\$	\$361,566.70
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	\$1,928,566.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$1,128,408.70
5. RETAINAGE:		
a. 10% % of Completed Work (Column D + E on G703)	\$	\$112,840.87
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$112,840.87
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	\$1,015,567.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$453,960.00
8. CURRENT PAYMENT DUE	\$	\$361,607.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	\$912,998.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$24,977.70	
Total approved this Month	\$336,589.00	\$0.00
TOTALS	\$361,566.70	\$0.00
NET CHANGES by Change Order	\$361,566.70	

CONTINUATION SHEET

AIA DOCUMENT G703

p. 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:

PERIOD TO: 1/9/2020

ARCHITECT'S PROJECT NO.:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	D		E	F		G		H	I
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	BALANCE TO FINISH (C-G)		
1	MOBILIZATION	\$ 34,000.00	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	100.0%	\$ -	\$ 3,400.00		
2	GENERAL CONDITIONS-\$11,800/MOS	\$ 71,000.00	\$ 23,600.00	\$ 23,600.00	\$ -	\$ 47,200.00	66.5%	\$ 23,900.00	\$ 4,720.00		
3	ACCESS EQUIPMENT-\$11,900/MOS	\$ 71,300.00	\$ 23,800.00	\$ 23,800.00	\$ -	\$ 47,500.00	66.6%	\$ 23,900.00	\$ 4,760.00		
4	EXISTING SEALANT REMOVAL & BASF MASTER SEAL NP100 INSTALLATION	\$ 215,000.00	\$ 90,000.00	\$ 64,800.00	\$ -	\$ 154,800.00	72.0%	\$ 60,200.00	\$ 15,480.00		
5	CLEAN AND APPLY 1ST COAT OF MASTER PROTECT EL750	\$ 114,000.00	\$ 48,800.00	\$ 25,300.00	\$ -	\$ 74,100.00	65.0%	\$ 39,900.00	\$ 7,410.00		
6	CLEAN AND APPLY 2ND COAT OF MASTER PROTECT EL750	\$ 85,000.00	\$ 36,000.00	\$ 17,550.00	\$ -	\$ 53,550.00	63.0%	\$ 31,450.00	\$ 5,355.00		
7	CLEAN AND APPLY 2 COATS OF MASTER PROTECT HB200 @ BALCONY CEILINGS	\$ 117,000.00	\$ 46,800.00	\$ 28,080.00	\$ -	\$ 74,880.00	64.0%	\$ 42,120.00	\$ 7,488.00		
8	EHS CRACK REPAIR-5000 LF INCLUDED	\$ 18,750.00	\$ 6,000.00	\$ 6,375.00	\$ -	\$ 12,375.00	66.0%	\$ 6,375.00	\$ 1,237.50		
9	EHS REPAIR-1000 SF INCLUDED	\$ 31,000.00	\$ 6,400.00	\$ 14,600.00	\$ -	\$ 20,460.00	66.0%	\$ 10,540.00	\$ 2,046.00		
10	O/H CONCRETE REPAIR-800 sq ft included in contract-192 sq ft	\$ 45,000.00	\$ 14,000.00	\$ 15,250.00	\$ -	\$ 29,250.00	65.0%	\$ 15,750.00	\$ 2,925.00		
11	STRIPPING AND RECOATING	\$ 78,000.00	\$ -	\$ 57,720.00	\$ -	\$ 57,720.00	74.0%	\$ 20,280.00	\$ 5,772.00		
12	INSTALL NEW DECK COATING AT BALCONIES LABOR AND MATERIALS	\$ 295,750.00	\$ 155,000.00	\$ 63,855.00	\$ -	\$ 218,855.00	74.0%	\$ 76,895.00	\$ 21,885.50		
13	STRIPPING AND PAINTING RAILINGS	\$ 391,000.00	\$ 20,000.00	\$ 54,000.00	\$ -	\$ 74,000.00	18.9%	\$ 317,000.00	\$ 7,400.00		
14	C/O-1 EHS WALL REMOVAL AND REPAIR	\$ 24,977.70	\$ -	\$ 24,977.70	\$ -	\$ 24,977.70	100.0%	\$ -	\$ 2,497.77		
15	C/O-2 EHS WALL REMOVAL AND REPAIR - NE CORNER	\$ 136,350.00	\$ -	\$ 49,450.00	\$ -	\$ 49,450.00	100.0%	\$ -	\$ -		
16	C/O-3 - Slab Edge Carbon Fiber Repair-@Shunter Locations-Except 1502-Total 230LFB@215	\$ 49,450.00	\$ -	\$ 16,120.00	\$ -	\$ 16,120.00	100.0%	\$ -	\$ 4,945.00		
17	C/O-4-DBL GLASS DOOR NO SLOPE-TUNIT 204-503-SS859 EACH	\$ 11,718.00	\$ -	\$ 16,120.00	\$ -	\$ 16,120.00	137.6%	\$ (4,402.00)	\$ 1,612.00		
18											
19											
20	ADDITION-AS PER CONTRACT										
21	C/O-5-Plunge Grind - 2,328 @ \$37	\$ 109,416.00	\$ -	\$ 109,416.00	\$ -	\$ 109,416.00	100.0%	\$ -	\$ 10,941.60		
22	C/O-6 Slab Edge Concrete Repair- 2 @ \$960	\$ 1,920.00	\$ -	\$ 1,920.00	\$ -	\$ 1,920.00	100.0%	\$ -	\$ 192.00		
23	C/O-7 PT pocket Repair - 153 - @ \$175	\$ 26,775.00	\$ -	\$ 26,775.00	\$ -	\$ 26,775.00	100.0%	\$ -	\$ 2,677.50		
24	C/O-8 Hand Rail Post pocket repair - 1 @ \$960	\$ 960.00	\$ -	\$ 960.00	\$ -	\$ 960.00	100.0%	\$ -	\$ 96.00		
25											
26											
	GRAND TOTALS	\$ 1,928,566.70	\$ 5504,400.00	\$ 624,008.70	\$ 0.00	\$ 11,128,408.70	58.51%	\$ 880,158.00	\$ 112,840.87		

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**RELEASE OF LIEN
AFFIDAVIT & INDEMNITY**

IN CONSIDERATION of payment to it of \$ 561,607.83 the undersigned hereby waives and releases - to the extent of its receipt of such payment, and except for claims or rights of lien for contract and/or change order work performed for which payment is being retained or will subsequently become due - any and all lien and bond-claim rights it has or may hereafter have resulting from or arising out of its furnishing of labor and/or materials through 1/09/2020 (date) to or for the improvement of the following project: South Hampton Draw#3.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned, except:

(insert names of any unpaid subcontractors, and/or suppliers and the respective unpaid amounts claimed by each - if none, so state)

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned and under its seal by its duly authorized representative, this 09 day January 9, 2020

Tribune Holdings LLC
Contractor

By: _____
Title: Owner

Sworn to and subscribed before me this
the _____ day of _____, 20____

Notary Public for the State of _____
County of _____
My Commission Expires: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

P.1 of 2

TO OWNER: South Hampton HOA PROJECT: South Hampton

APPLICATION NO: 1

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR: TRIBUNE HOLDINGS LLC VIA ARCHITECT: NUHLE Consulting

PERIOD TO: 10/31/2019

CONTRACT DATE: 8/19/2019

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.


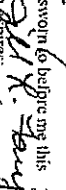
1. ORIGINAL CONTRACT SUM	\$	\$1,567,000.00
2. Net change by Change Orders	\$	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	\$1,567,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	\$228,900.00
5. RETAINAGE	\$	\$22,890.00

a. 10% % of Completed Work (Column D + E on G703)	\$	\$22,890.00
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	\$22,890.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	\$206,010.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	\$206,010.00
8. CURRENT PAYMENT DUE	\$	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	\$1,360,990.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - 01992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

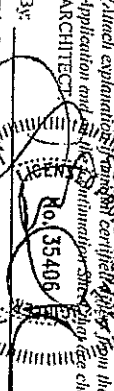
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By:  Date: 10/31/19
State of SC County of Horry
Subscribed and sworn to before me this 31st day of October 2019
Notary Public: 
My Commission Expires: 11/23/20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$206,010.00

(Attach explanation of amount certified from the amount applied. Initial all figures on this application and the explanation since they are changed to conform with the amount certified.)
By:  Date: 1 NOVEMBER 2019
This Certificate is not applicable. The AMOUNT CERTIFIED is payable only to the Contractor named hereon. Signature, payment and acceptance of payment are without prejudice to any rights of the Architect as Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20005-5292

CONTINUATION SHEET

AIA DOCUMENT G703

P. 3 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contract where variable rechange for line items may apply.

APPLICATION NO: _____
 APPLICATION DATE: _____
 PERIOD TO: 10/31/2019
 ARCHITECT'S PROJECT NO: _____

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	D WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+G)		H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		COMPLETED AND STORED TO DATE (D+E+G)	% (G-C)		
1	MOBILIZATION	\$ 34,000.00	\$ -	\$ 34,000.00	\$ -	\$ 34,000.00	100.0%	\$ -	\$ 3,400.00
2	GENERAL CONDITIONS--\$11,800/MOS	\$ 71,000.00	\$ -	\$ 11,800.00	\$ -	\$ 11,800.00	16.6%	\$ 59,200.00	\$ 1,180.00
3	ACCESS EQUIPMENT--\$11,900/MOS	\$ 71,500.00	\$ -	\$ 11,900.00	\$ -	\$ 11,900.00	16.6%	\$ 59,600.00	\$ 1,190.00
4	EXISTING SEALANT REMOVAL & BASF MASTER SEAL NP100 INSTALLATION	\$ 215,000.00	\$ -	\$ 43,000.00	\$ -	\$ 43,000.00	20.0%	\$ 172,000.00	\$ 4,300.00
5	CLEAN AND APPLY 1ST COAT OF MASTER PROTECT EL750	\$ 114,000.00	\$ -	\$ 22,800.00	\$ -	\$ 22,800.00	20.0%	\$ 91,200.00	\$ 2,280.00
6	APPLY 2ND COAT OF MASTER PROTECT EL750 LABOR AND MATERIALS	\$ 83,000.00	\$ -	\$ 17,000.00	\$ -	\$ 17,000.00	20.0%	\$ 66,000.00	\$ 1,700.00
7	CLEAN AND APPLY 2 COATS OF MASTER PROTECT HR200 @ BALCONY CEILINGS	\$ 117,000.00	\$ -	\$ 23,400.00	\$ -	\$ 23,400.00	20.0%	\$ 93,600.00	\$ 2,340.00
8	EIPS CRACK REPAIR	\$ 18,750.00	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 18,750.00	\$ -
9	EIPS REPAIR	\$ 31,000.00	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 31,000.00	\$ -
10	O/H CONCRETE REPAIR	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 45,000.00	\$ -
11	STRIPPING AND RECOATING	\$ 78,000.00	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 78,000.00	\$ -
12	INSTALL NEW DECK COATING AT BALCONIES LABOR AND MATERIALS	\$ 295,750.00	\$ -	\$ 65,000.00	\$ -	\$ 65,000.00	22.0%	\$ 230,750.00	\$ 6,500.00
13	STRIPPING AND PAINTING RAILINGS	\$ 391,000.00	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 391,000.00	\$ -
14									
15									
16									
17									
18									
19									
20									
21									
22									
GRAND TOTALS		\$1,567,000.00	\$0.00	\$228,900.00	\$0.00	\$228,900.00	14.61%	\$1,338,100.00	\$22,890.00

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Documents Authenticity

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: South Hampton HOA PROJECT: South Hampton APPLICATION NO: 5
 FROM CONTRACTOR: TRIBUNE HOLDINGS LLC VIA ARCHITECT: MUHLE Consulting PERIOD TO: 3/31/2020
 DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

CONTRACT FOR: CONTRACT DATE: 8/19/2019 PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$1,567,000.00
 2. Net change by Change Orders \$880,697.00
 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$2,447,697.00
 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$2,352,197.00

5. RETAINAGE: a. 10% % of Completed Work \$ 235,219.70
 b. (Column D + E on G703) \$
 (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$235,219.70

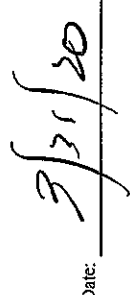
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$2,116,977.30

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$1,715,318.73

8. CURRENT PAYMENT DUE \$401,658.57

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$330,719.70

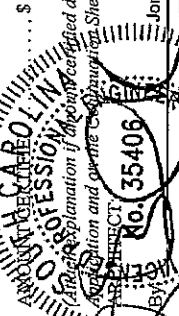
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$626,874.70	
Total approved this Month	\$253,822.30	\$8.00
TOTALS	\$880,697.00	\$8.00
NET CHANGES by Change Order		\$880,697.00

CONTRACTOR:  Date: 3/31/20
 By: _____ County of: _____
 State of: _____ day of _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$401,658.57



This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, and payment and acceptance of payment are without prejudice to any rights of the Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

p.2 of 2

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5

APPLICATION DATE: 3/31/2020

PERIOD TO: 3/31/2020

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C		D		E		F	G	H	I	
		SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+H+F)	% (G+C)					BALANCE TO FINISH (C-G)
1	MOBILIZATION	\$ 34,000.00	\$ 34,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,000.00	100.0%	\$ -	\$ 3,400.00
2	GENERAL CONDITIONS--\$11,800/MOS	\$ 71,000.00	\$ 65,320.00	\$ 5,680.00	\$ -	\$ -	\$ -	\$ -	\$ 71,000.00	100.0%	\$ -	\$ 7,100.00
3	ACCESS EQUIPMENT--\$11,900/MOS	\$ 71,500.00	\$ 65,780.00	\$ 5,720.00	\$ -	\$ -	\$ -	\$ -	\$ 71,500.00	100.0%	\$ -	\$ 7,150.00
4	EXISTING SEALANT REMOVAL & BASE MASTER SEAL NP.100 INSTALLATION	\$ 215,000.00	\$ 193,500.00	\$ 21,500.00	\$ -	\$ -	\$ -	\$ -	\$ 215,000.00	100.0%	\$ -	\$ 21,500.00
5	CLEAN AND APPLY 1ST COAT OF MASTER PROTECT EL750	\$ 114,000.00	\$ 98,040.00	\$ 15,960.00	\$ -	\$ -	\$ -	\$ -	\$ 114,000.00	100.0%	\$ -	\$ 11,400.00
6	APPLY 2ND COAT OF MASTER PROTECT EL750 LABOR AND MATERIALS	\$ 85,000.00	\$ 73,100.00	\$ 11,900.00	\$ -	\$ -	\$ -	\$ -	\$ 85,000.00	100.0%	\$ -	\$ 8,500.00
7	CLEAN AND APPLY 2 COATS OF MASTER PROTECT HB200 @ BALCONY CEILINGS	\$ 117,000.00	\$ 117,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117,000.00	100.0%	\$ -	\$ 11,700.00
8	EIES CRACK REPAIR--5000 LF INCLUDED	\$ 18,750.00	\$ 18,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,750.00	100.0%	\$ -	\$ 1,875.00
9	EIES REPAIR--1000 SF INCLUDED	\$ 31,000.00	\$ 31,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,000.00	100.0%	\$ -	\$ 3,100.00
10	O/H CONCRETE REPAIR--500 sq ft included in contract--192 sq ft	\$ 45,000.00	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	100.0%	\$ -	\$ 4,500.00
11	STRIPPING AND RECOATING	\$ 78,000.00	\$ 71,760.00	\$ 6,240.00	\$ -	\$ -	\$ -	\$ -	\$ 78,000.00	100.0%	\$ -	\$ 7,800.00
12	INSTALL NEW DECK COATING AT BALCONIES LABOR AND MATERIALS	\$ 295,750.00	\$ 283,920.00	\$ 11,830.00	\$ -	\$ -	\$ -	\$ -	\$ 295,750.00	100.0%	\$ -	\$ 29,575.00
13	STRIPPING AND PAINTING RAILINGS	\$ 391,000.00	\$ 195,500.00	\$ 195,500.00	\$ -	\$ -	\$ -	\$ -	\$ 391,000.00	75.6%	\$ 95,500.00	\$ 29,550.00
14	C/O--1 EIES WALL REMOVAL AND REPAIR	\$ 24,977.70	\$ 24,977.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,977.70	100.0%	\$ -	\$ 2,497.77
15	C/O--2 EIES WALL REMOVAL AND REPAIR--N/E CORNER	\$ 136,350.00	\$ 136,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,350.00	100.0%	\$ -	\$ 13,635.00
18	C/O--3 Slab Edge Carbon Fiber Repair @Shutter Locations--Except 1502--Total 960LF@ \$215/LF	\$ 49,450.00	\$ 49,450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,450.00	100.0%	\$ -	\$ 4,945.00
19	C/O--4 DBL GLASS DOOR NO SLPOE--UNIT 204-503--\$5859 EACH	\$ 11,718.00	\$ 11,718.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,718.00	100.0%	\$ -	\$ 1,171.80
20	ADDITION-AS PER CONTRACT	\$ 109,416.00	\$ 109,416.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,416.00	100.0%	\$ -	\$ 10,941.60
21	C/O-5 Plunge Grind--2328@ \$47	\$ 1,920.00	\$ 1,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,920.00	100.0%	\$ -	\$ 192.00
22	C/O-6 Slab Edge Concrete Repair--2 @ \$960	\$ 26,775.00	\$ 26,775.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,775.00	100.0%	\$ -	\$ 2,677.50
23	C/O-7 1/2" pocket Repair--153--@ \$175	\$ 960.00	\$ 960.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960.00	100.0%	\$ -	\$ 96.00
24	C/O-8 Hand Nail Post pocket repair--1 @ \$960	\$ 156,950.00	\$ 156,950.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,950.00	100.0%	\$ -	\$ 15,695.00
25	C/O-9 Slab Edge Carbon Fiber @shutter locations total 1920 LF@ \$215 per LF--730 LFT	\$ 49,538.00	\$ 49,538.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,538.00	100.0%	\$ -	\$ 4,953.80
26	C/O-10 Plunge Grind--1054@ \$47	\$ 15,050.00	\$ 15,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,050.00	100.0%	\$ -	\$ 1,505.00
27	C/O-11 FT pocket repair--86@ \$175	\$ 11,520.00	\$ 11,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,520.00	100.0%	\$ -	\$ 1,152.00
28	C/O-12 Hand Rail Post pocket Repair--12--@ \$960	\$ 32,250.00	\$ 32,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,250.00	100.0%	\$ -	\$ 3,225.00
29	C/O-13 Carbon Fiber Repairs--@stads 9-10 -5 LFT/UNIT--150LFT@ \$215/LF	\$ 9,259.00	\$ 9,259.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,259.00	100.0%	\$ -	\$ 925.90
30	C/O-14-Plunge Grind--197@ \$47	\$ 8,025.00	\$ 8,025.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,025.00	100.0%	\$ -	\$ 802.50
31	C/O-15--Renovillize and go back and do 1502	\$ 1,012.30	\$ 1,012.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,012.30	100.0%	\$ -	\$ 101.23
32	C/O-16 Eies crack repair--763@ \$3.85	\$ 6,231.00	\$ 6,231.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,231.00	100.0%	\$ -	\$ 623.10
33	C/O-17-Eies Repair--201@ \$31.00/sf	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	100.0%	\$ -	\$ 1,500.00
34	C/O-18--Coating of Pump House	\$ 8,050.00	\$ 8,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,050.00	100.0%	\$ -	\$ 805.00
35	C/O-19-PT Pocket Repair--46--\$175--\$8050	\$ 26,445.00	\$ 26,445.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,445.00	100.0%	\$ -	\$ 2,644.50
36	C/O-20-Carbon Fiber @ locations 123ft@ \$215/ft--26445	\$ 116,000.00	\$ 116,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,000.00	100.0%	\$ -	\$ 11,600.00
37	C/O-21--months extra cost general expenses and equipment--2months @ \$58,000/month	\$ 15,210.00	\$ 15,210.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,210.00	100.0%	\$ -	\$ 1,521.00
38	C/O-22-Hand Rail Pocket Repair--26@ \$585--\$15,210	\$ 48,590.00	\$ 48,590.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,590.00	100.0%	\$ -	\$ 4,859.00
39	C/O-23 Carbon Fiber at Shutter Locations--226ft@ \$215LF=\$48590	\$ 2,447,697.00	\$ 1,905,909.70	\$ 546,287.30	\$ -	\$ -	\$ -	\$ -	\$ 2,447,697.00	96.10%	\$ 95,500.00	\$ 235,219.70
GRAND TOTALS		\$ 2,447,697.00	\$ 1,905,909.70	\$ 546,287.30	\$ 80.00	\$ -	\$ -	\$ -	\$ 2,352,197.00	96.10%	\$ 95,500.00	\$ 235,219.70

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**RELEASE OF LIEN
AFFIDAVIT & INDEMNITY**

IN CONSIDERATION of payment to it of \$ 401,658.57 the undersigned hereby waives and releases - to the extent of its receipt of such payment, and except for claims or rights of lien for contract and/or change order work performed for which payment is being retained or will subsequently become due - any and all lien and bond-claim rights it has or may hereafter have resulting from or arising out of its furnishing of labor and/or materials through 03/31/20 (date) to or for the improvement of the following project: South Hampton Draw#5.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned, except:

(insert names of any unpaid subcontractors, and/or suppliers and the respective unpaid amounts claimed by each - if none, so state)

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned and under its seal by its duly authorized representative, this 31 day MARCH, 2020.

Tribune Holdings LLC
Contractor

By: _____
Title: Owner

Sworn to and subscribed before me this
the _____ day of _____, 20____

Notary Public for the State of _____
County of _____
My Commission Expires: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

P 1 of 2

TO OWNER: South Hampton HOA

PROJECT: South Hampton

APPLICATION NO: 2

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR: TRIBUNE HOLDINGS LLC

VIA ARCHITECT: MUIHLE Consulting

PERIOD TO: 11.30.19

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE: 8/19/19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$	\$1,587,000.00
2. Net change by Change Orders		\$	\$24,977.70
3. CONTRACT SUM TO DATE (Line 1+2)		\$	\$1,591,977.70
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$	\$504,400.00
5. RETAINAGE:		\$	
a. 10% % of Completed Work		\$	\$50,440.00
b. (Column D+E on G703)	0	% of Stored Material	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$	\$50,440.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		\$	\$1,087,577.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$	\$206,010.00
8. CURRENT PAYMENT DUE		\$	\$247,950.00
9. BALANCE TO FINISH (INCLUDING RETAINAGE) (Line 3 less Line 6)		\$	\$1,138,017.70

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$24,977.70	
Total approved this Month		\$24,977.70	\$0.00
TOTALS		\$24,977.70	\$0.00
NET CHANGES by Change Order			\$24,977.70

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents. All all payments have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
 By: _____ Date: 11/29/19
 State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is satisfactory and the Contractor is entitled to the amount certified. The amount certified is \$247,950.00.

By: _____
 Notary Public: _____
 My Commission expires: _____

Application for Payment is amount certified. Initial all figures on this certificate and on the Contract Documents are changed to conform with the amount certified.

By: _____
 Notary Public: _____
 My Commission expires: _____

This Certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance of this Certificate and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

By: _____
 Notary Public: _____
 My Commission expires: _____

Monsthan Black, PE Date: 27 November 2019

CONTINUATION SHEET

AIA DOCUMENT G703

1 of 2

AIA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retelage for time items may apply.

APPLICATION NO: 2
 APPLICATION DATE: 11/30/19
 PERIOD TO: 11/30/19
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DORS)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G+C)	I BALANCE TO BINSR. (G-I)	J RETAINAGE (F-VARIABLE RATE)
			PREVIOUS APPLICATION (D+E)	THIS PERIOD						
1	MOBILIZATION	\$ 34,000.00	\$ -	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	100.0%	\$ -	\$ 3,400.00
2	GENERAL CONDITIONS-\$11,800/MOS	\$ 71,000.00	\$ 11,800.00	\$ 11,800.00	\$ -	\$ -	\$ 23,600.00	33.2%	\$ 47,400.00	\$ 2,360.00
3	ACCESS EQUIPMENT-\$11,900/MOS	\$ 71,500.00	\$ 11,900.00	\$ 11,900.00	\$ -	\$ -	\$ 23,800.00	33.3%	\$ 47,700.00	\$ 2,380.00
4	EXISTING SEALANT REMOVAL & BASE MASTER SEAL NP100 INSTALLATION	\$ 215,000.00	\$ 43,000.00	\$ 47,000.00	\$ -	\$ -	\$ 90,000.00	41.9%	\$ 125,000.00	\$ 9,000.00
5	CLEAN AND APPLY 1ST COAT OF MASTER PROTECT EL750	\$ 114,000.00	\$ 22,800.00	\$ 26,000.00	\$ -	\$ -	\$ 48,800.00	42.8%	\$ 65,200.00	\$ 4,880.00
6	APPLY 2ND COAT OF MASTER PROTECT EL750 LABOR AND MATERIALS	\$ 85,000.00	\$ 17,000.00	\$ 19,000.00	\$ -	\$ -	\$ 36,000.00	42.4%	\$ 49,000.00	\$ 3,600.00
7	CLEAN AND APPLY 2 COATS OF MASTER PROTECT HR200 @ BALCONY CEILINGS	\$ 117,000.00	\$ 23,400.00	\$ 23,400.00	\$ -	\$ -	\$ 46,800.00	40.0%	\$ 70,200.00	\$ 4,680.00
8	EFS CRACK REPAIR	\$ 18,750.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	32.0%	\$ 12,750.00	\$ 600.00
9	EFS REPAIR	\$ 31,000.00	\$ -	\$ 6,400.00	\$ -	\$ -	\$ 6,400.00	20.6%	\$ 24,600.00	\$ 640.00
10	O/H CONCRETE REPAIR	\$ 45,000.00	\$ -	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	31.1%	\$ 31,000.00	\$ 1,400.00
11	STRIPPING AND RECOATING	\$ 78,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 78,000.00	\$ -
12	INSTALL NEW DECK COATING AT BALCONIES LABOR AND MATERIALS	\$ 295,750.00	\$ 65,000.00	\$ 90,000.00	\$ -	\$ -	\$ 155,000.00	52.4%	\$ 140,750.00	\$ 15,500.00
13	STRIPPING AND PAINTING RAILINGS	\$ 391,600.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	5.1%	\$ 371,000.00	\$ 2,000.00
14	C/O-1 EFS WALL REMOVAL AND REPAIR	\$ 234,977.70	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
15										
16										
17										
18										
19										
20										
21										
22										
GRAND TOTALS		\$1,591,977.70	\$228,900.00	\$275,500.00	\$0.00	\$504,400.00	31.68%	\$1,062,600.00	\$50,440.00	

Users may obtain validation of this document by requesting of the licensee a completed AIA Document D401 - Certification of Documents' Authenticity

**RELEASE OF LIEN
AFFIDAVIT & INDEMNITY**

IN CONSIDERATION of payment to it of \$ 247,950.00 the undersigned hereby waives and releases - to the extent of its receipt of such payment, and except for claims or rights of lien for contract and/or change order work performed for which payment is being retained or will subsequently become due - any and all lien and bond-claim rights it has or may hereafter have resulting from or arising out of its furnishing of labor and/or materials through 11/30/19/ (date) to or for the improvement of the following project: South Hampton Draw#2.

THE UNDERSIGNED HEREBY CERTIFIES that it has paid in full all debts, obligations and liabilities due from it to all parties (*including without limitation, those for labor, materials, equipment and/or services, and for all local, State and Federal taxes and charges, and any damages to others*) which have been incurred by the undersigned, or which have been claimed by others to have been incurred by the undersigned, or which have arisen in connection with said Work by the undersigned, except:

(insert names of any unpaid subcontractors, and/or suppliers and the respective unpaid amounts claimed by each - if none, so state)

IN WITNESS WHEREOF, this instrument has been executed on behalf of the undersigned and under its seal by its duly authorized representative, this 27 day November, 2019.

Tribune Holdings LLC
Contractor
By:  _____
Title: Owner

Sworn to and subscribed before me this
the ____ day of _____, 20__

Notary Public for the State of _____
County of _____
My Commission Expires: _____

From: Chris Millar <cmillar@litustolet.com>
Sent: Wednesday, December 16, 2020 11:22 AM
To: Sheri McAllister
Subject: FW: South Hampton

Email 2

Chris Millar
LITUS* To Let
843-448-9000 ext. 114

-----Original Message-----
From: Chris Millar
Sent: Thursday, May 14, 2020 12:28 PM
To: 'Don Matheson' (don@northstarone.com)
<don@northstarone.com>
Subject: FW: South Hampton

FYI
Will call you this afternoon

Chris Millar
LITUS* To Let
843-448-9000 ext. 114

-----Original Message-----
From: Dwight Perkins [mailto:dcperkins2@windstream.net]
Sent: Thursday, May 14, 2020 10:31 AM
To: Chris Millar; Doug Millar
Subject: South Hampton

Chris and Doug I just want you to know I apologize I'm sorry in a big way. I had totally incorrect information just want you to know that I meant no harm with you guys.

I'm sorry

Thanks,

Dwight Perkins
Structural Waterproofing, LLC
PO Box 2107
Salisbury, NC. 28145
Office 704.857.0089
Cell 704.310.1607

Sent from my iPhone

Sheri McAllister

From: Chris Millar <cmillar@litustolet.com>
Sent: Wednesday, December 16, 2020 11:22 AM
To: Sheri McAllister
Subject: FW: Balcony Ceiling Repair

Email 1

Chris Millar
LITUS* To Let
843-448-9000 ext. 114

From: Chris Millar
Sent: Thursday, May 28, 2020 9:10 AM
To: Dwight Perkins <dcperkins2@windstream.net>; 'Ginio Volpe' <volpega@gmail.com>
Cc: 'Jonathan Black' <black@muhle.consulting>
Subject: RE: Balcony Ceiling Repair

Dwight,

As I have mentioned to all three people on this email I/SH is working to extend their credit line for this job. With COVID 19 that has become a much more difficult task than before it I can assure you.

As soon as SH can pay Ginio I will let you all know. In all our previous jobs together (Brighton and Royale Palms) everyone has been paid almost instantaneously to the work being completed (way faster than any other management company pays folks, that I know) so I am sure you will take that into account on this situation.

Thanks,

Chris Millar
LITUS* To Let
843-448-9000 ext. 114

From: Dwight Perkins [<mailto:dcperkins2@windstream.net>]
Sent: Thursday, May 28, 2020 9:01 AM
To: 'Ginio Volpe'
Cc: 'Jonathan Black'; Chris Millar
Subject: RE: Balcony Ceiling Repair

Ginio, I need to get paid for the work we finished a month ago.

Thanks,

Dwight Perkins
Structural Waterproofing, LLC
1817 E. Innes St. Suite 102
PO Box 2107
Salisbury, NC 28145
O: 704-857-0089
F: 704-855-3990
C: 704-310-1607

From: Ginio Volpe <volpega@gmail.com>
Sent: Tuesday, May 26, 2020 12:03 PM
To: Dwight Perkins <dcperkins2@windstream.net>
Cc: Jonathan Black <black@muhle.consulting>; Chris Millar <cmillar@litustolet.com>
Subject: Re: Balcony Ceiling Repair

Ok Stephanie said balcony will be available

thanks
g

On May 26, 2020, at 11:58 AM, Dwight Perkins <dcperkins2@windstream.net> wrote:

Jorge said he can do the repair this Friday the 30th, and will be there at 11:00 am. Please make sure the balcony is available for repair. Otherwise this work will be pushed into June.

Thanks,

Dwight Perkins
Structural Waterproofing, LLC
1817 E. Innes St. Suite 102
PO Box 2107
Salisbury, NC 28145
O: 704-857-0089
F: 704-855-3990
C: 704-310-1607

From: Ginio Volpe <volpega@gmail.com>
Sent: Tuesday, May 26, 2020 11:20 AM
To: Dwight Perkins <dcperkins2@windstream.net>; Jonathan Black <black@muhle.consulting>; Chris Millar <cmillar@litustolet.com>
Subject: Fwd: Balcony Ceiling Repair

Begin forwarded message:

From: Stephanie Baron <sbaron621@gmail.com>
Subject: Balcony Ceiling Repair
Date: May 26, 2020 at 11:08:38 AM EDT
To: Ginio Volpe <volpega@gmail.com>

Hi Ginio,
Don Matheson advised me that after my meeting with Jorge that the repair to our balcony ceiling was going to be June 1. As I explained to Jorge, if at all possible I would prefer that the work be done the afternoon of May 30 or 31, or the afternoon of May 29 if at all possible. The reason is that I have people renting my condo all other dates and I don't want their vacation disturbed by this work. The dates I listed above are dates that my daughter and family will be there so I would prefer those dates for obvious reasons. Please let me know and if I could get an estimated time of day they will arrive that would be great as well. Thank you for taking care of this!

PRIVILEGE LOG FOR STRUCTURAL WATERPROOFING, LLC VS. TRIBUNE HOLDINGS,
LLC., SOUTH HAMPTON PROPERTY OWNERS, INC ET. AL. 20-CP-26-04842

December 18, 2020

DATE RANGE: September 14, 2020 through December 15, 2020

COMMUNICATION METHOD: Various phone conferences and memoranda to file regarding contract between South Hampton POA and Tribune Holdings, LLC.

DOCUMENTS ASSOCIATED WITH COMMUNICATIONS: Notes and Memoranda to file.

PRIVILEGE ASSERTED: Attorney-client privilege and work product in which attorney was acting at the time of communication as a legal advisor and communication was of a confidential nature regarding contract between South Hampton POA and Tribune Holdings, LLC.

Number of Documents Withheld: 4 (Notes and Memoranda); these documents were created by counsel for South Hampton POA prepared monthly since September 2020 through December 2020 to document conversations, thoughts, recommendations regarding contract between South Hampton POA and Tribune Holdings, LLC. And legal advice associated with same.

CATEGORY: Privileged (all nonprivileged information is asserted in South Hampton POA's counterclaim regarding nonpayment of Plaintiff).