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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for staff-assisted rate case in Lake County, by Sun Communities Finance, LLC d/b/a Water Oak Utility

Docket No. 20250088-WU

NOTICE OF FILING AFFIDAVIT OF MAILING

Sun Communities Finance, LLC d/b/a Water Oak Utility, by and through its undersigned

attorneys, hereby gives notice of filing the attached Affidavit of Mailing of the letter to the chief

executive officer of Lake County with a copy of the SARC Application.

Respectfully submitted this 24th day of June, 2025, by:

Dean Mead 420 S. Orange Ave., Suite 700 Orlando, Florida 32801 Direct Telephone: (407) 310-2077 Facsimile: (407) 423-1831

/s/ Martin S. Friedman_

Martin S. Friedman

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF ORANGE

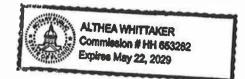
Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Grace Seegobin, who, after being duly sworn on oath, did depose and say that on behalf of Sun Communities Finance, LLC d/b/a Water Oak Utility, on June 25, 2025, she did mail the attached letter to the chief executive officer of Lake County advising that the Utility has filed a staff-assisted rate case.

FURTHER AFFIANT SAYETH NAUGHT.

Grace Seegobin Assistant to Martin S. Friedman

Sworn to and subscribed before me by means of [] physical presence or [] on line notarization this 25th day of June, 2025, by Grace Seegobin [] who is personally known to me or [] who produced a Florida Driver's License as identification.

NOT RY PUBL



DEAN MEAD

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. 420 South Orange Avenue, Suite 700 P.O. Box 2346 Orlando, FL 32801

(407) 841-1200 (407) 423-1831 Fax www.deanmead.com Attorneys and Counselors at Law Orlando Fort Pierce Naples Viera/Melbourne Vero Beach

MARTIN FRIEDMAN 407-310-2077 mfriedman@deanmead.com

June 24, 2025

Jennifer Barker, County Manager Lake County P.O. Box 7800 Tavares, FL 32778

RE: Docket No. 20250088-WU; Application for staff-assisted rate case in Lake County, by Sun Communities Finance, LLC d/b/a Water Oak Utility

Dear Ms. Barker:

As required by Section 367.091(2), Florida Statutes, this letter is to advise you of Sun Communities Finance, LLC d/b/a Water Oak Utility's Application to the Florida Public Service Commission for a staff-assisted rate case for an increase in its wastewater rates to its customers in Lake County, Florida.

Very truly yours,

Junian Junea

MARTIN S. FRIEDMAN For the Firm

MSF/

FLORIDA PUBLIC SERVICE COMMISSION

APPLICATION FOR A STAFF ASSISTED RATE CASE

I. GENERAL DATA

- A. Name of Utility: Sun Communities Finance, LLC d/b/a Water Oak Utility
- B. Address: 27777 Franklin Road, Suite 300

Southfield, MI 48034-82051

- 1. Telephone Nos.: (352) 753-3000
- 2. County: Lake Nearest City: Lady Lake
- 3. General Area Served: Water Oak MHP
- C. Authority:

	1. Water Certificate No. 454-W	Date Received	1/7/1997 via transfer
	2. Wastewater Certificate No.	Date Received	:
	3. Date Utility Started Operations: Water:	April 1981 Wastewater:	
D.	How System Was Acquired: Purchase		
	If utility was purchased, give date	Amount Paid S	§ 750,000
	1. Name of Seller: Water Oak Utilities Co	mpany, Inc.	
	2. Was seller affiliated with present owners?	☐ Yes X☐ No	
	3. Did you purchase: ☐ Stock X☐ or as	ssets only	
E.	Type of Legal Entity:		
	Corporation Partnership	Sole Proprietorship	
F.	Ownership & Officers:		
	Name	Title	Percent Ownership
	Sun Communities Finance 1. LLC	100	
	2		
	3		

4.

- G. List of Associated Companies and Addresses:
- H. If you have retained an attorney and/or a consultant to represent the utility for this application, furnish the name(s) and address(es):

<u>Address:</u>

<u>Name:</u>

Martin Friedman and John Wharton	420 S. Orange Ave., Ste. 700, Orlando, FL 32801 mfriedman@deanmead.com jwharton@deanmead.com
	106 E. College Ave., Ste. 1200, Tallahassee, FL

Daniel McGinn

32301

dmcginn@joneswalker.com

II. ACCOUNTING DATA

- A. Outside Accountant
 - 1. Name: Deborah Swain
 - 2. Firm: Milian Swain
 - 3. Address: 2025 SW 32nd Ave., Ste, 110, Miami, FL 33145
 - 4. Telephone: (305) 496 2374
- B. Individual To Contact On Accounting Matters:
 - 1. Name: Becky Scott
 - 2. Telephone: (248) 846 8522
- C. Location of Books and Records: 27777 Franklin Rd, Suite 300 Southfield MI 84034
- D. Have you filed an Annual Report with the Commission? X Yes \Box No

Date Last Filed: April 2025

- F. Basic Rate Base Data: (Most recent two years)

1.	Water:	2023			2024		
	Cost of Plant In Service	\$_	1,856,714	_ \$_	2,998,456		
	Less Accumulated Depreciation		985,348		1,092,623		
	Less Contributed Plant		412		0		

	0		Owner's Investment	\$	934,364	\$	898,041
	2.		tewater:	•	2023	•	2024
			of Plant In Service	\$_		_ \$_	
		Less	Accumulated Depreciation				
		Less	Contributed Plant				
		Net (Owner's Investment	\$		_ \$_	
G.	Basic	c Incoi	me Statement: (Most recent two years)				
	1.	Wate	er:		2023		2024
		Reve	enues (By Class)				
		a.		\$	179,823	\$_	179,227
		b.					
		C.					
		Tota	Operating Revenues:	\$ _	179,823	= *=	179,227
		Less	Expenses:				
		a.	Salaries & Wages – Employees				51,843
		b.	Salaries & Wages - Officers, Directors, & Majority Stockholders				
		C.	Employee Pensions & Benefits				
		d.	Purchased Water				
		e.	Purchased Power		18,313		13,574
		f.	Fuel for Power Production				
		g.	Chemicals				16,019
		h.	Materials & Supplies		801		294
		i.	Contractual Services		94,081		134,158
		j.	Rents				
		k.	Transportation Expenses				
		Ι.	Insurance Expense				
		m.	Regulatory Commission Expense		1,477		
		n.	Bad Debt Expense				
		0.	Miscellaneous Expense				1001
		p.	Depreciation Expense		83,442		107,275
		q.	Property Taxes		9,240		9,781
		r.	Other Taxes-RAF		8,091		9,398
		S.	Income Taxes	_			
		Oper	rating Income (Loss)	\$	-35,622	_ \$_	-164,116

2.	Wast	<u>ewater</u>			2023	2024
	Reve	nues (By Class	s):		\$	\$
	a.					
	b.					
	C.					
	Total	Operating Rev	renues:		\$	\$
	Less	Expenses:				
	a.	Salaries & Wa	ages – Employees			
	b.	Salaries & Wa	ages - Officers, Directo	ors, & Majority Stockholders		
	C.	Employee Pe	nsions & Benefits			
	d.	Purchased W	astewater Treatment			
	e.	Sludge Remo	val Expense			
	f.	Purchased Po	ower			
	g.	Fuel for Powe	er Production			
	h.	Chemicals				
	i.	Materials & S	upplies			
	j.	Contractual S	ervices			
	k.	Rents				
	١.	Transportation	n Expenses			
	m.	Insurance Exp	pense			
	n.	Regulatory Co	ommission Expense			
	о.	Bad Debt Exp	pense			
	p.	Miscellaneous	s Expense			
	q.	Depreciation I	Expense			
	r.	Property Taxe	es			
	S.	Other Taxes				
	t.	Income Taxes	3			
	Oper	ating Income (L	_oss)		\$	\$
Outs	tandin	g Debt:				
			Date	Balance	Interest	Expiration
	C	creditor	Borrowed	Due	Rate	Date
1.						
4.						
Indic	ate Ty	pe of Tax Retu	rn Field:			

- Form 1120 -Corporation
- Form 1120S -Subchapter S Corporation
- Form 1065 Partnership
- Form 1040 Schedule C Individual (Proprietorship)

Η.

I.

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ENGINEERING DATA

- A. Outside Engineering Consultant:
 - 1. Name:
 - 2. Firm:
 - 3. Address:
 - 4. Telephone: ()
- B. Individual to contact on engineering matters:
 - 1. Name: Becky Scott
 - 2. Telephone: (248) 846 8522
- C. Is the utility under citation by the Department of Environmental Protection (DEP) or County Health Department? If yes, explain: **No**
- D. List any known service deficiencies and steps taken to remedy problems: NONE
- E. Name of plant operator(s) and DEP operator certificate number(s) held: US Water Corp
- F. Is the utility serving customers outside of its certificated area? NO If yes, explain:
- G. Wastewater:
 - 1. Gallons per day capacity of treatment facilities:
 - a. Existing: b. Under Construction: c. Proposed:
 - 2. Type and make of present treatment facilities:
 - 3. Approximate average daily flow of treatment plant effluent:
 - 4. Approximate length of wastewater mains:

Size (diameter):	8inch	6inch	4inch FM	
Linear feet:				

- 5. Number of manholes:
- 6. Number of lift stations:
- 7. How do you measure treatment plant effluent?
- 8. Is the treatment plant effluent chlorinated?

If yes, what is the normal dosage rate? 1.3-1.5 ppm

- 9. Tap in fees Wastewater: \$
- 10. Service availability fees Wastewater: \$
- Note DEP Treatment Plant Certificate Number and date of expiration: Number Expiration Date:
- 12. Total gallons treated during most recent twelve months:
- 13. Wastewater treatment purchased during most recent twelve months:

H. Water:

- 1. Gallons per day capacity of treatment facilities:
 - a. Existing: **1.08MGD** b. Under Construction : c. Proposed:
- 2. Type of treatment: Chlorination
- 3. Approximate average daily flow of treated water: **309,729**
- 4. Source of water supply: Deep Well
- 5. Types of chemicals used and their normal dosage rates: Chlorine
- 6. Number of wells in service: 4

Total capacity in gallons per minute (gpm): 2,900

Diameter/Depth:	10 inch	/ 10-inch	10-inch	/ 10-inch	1	
Motor horsepower:	40	40	40	40		
Pump capacity (gpm):						

7. Reservoirs and/or hydropneumatic tanks:

Description:	Two Hydro	Two Hydro	
Capacity:	20,000 Ea.	25,000 Ea.	

8. High service pumping:

Motor horsepower:		
Pump capacity (gpm):		

- 9. How do you measure treatment plant production? Flow Meter
- 10. Approximate feet of water mains: See Annual Report for other size mains

Size (diameter):	2inch	3inch	4inch	6inch
Linear feet:	23,710	6,040	2,550	2,550

11. Note any fire flow requirements and imposing government agency: 500 GPM

12. Number of fire hydrants in service: 15

	13.	Do ک	/ou have a meter change out progra	m? 🔲 No 🗌 Yes	
	14.	Mete	er installation or tap in fees - Water	\$	
	15.	Ser\	vice availability fees - Water \$		
	16.	Has	the existing treatment facility been a	approved by DEP?	1
	17.	Tota	al gallons pumped during most recen	t twelve months: 117,170,000	
	18.		al gallons sold during most recent two		
	19.		ons unaccounted for during most rec		
	20.		ons purchased during most recent to	velve months: None	
	E DAT				
А.			o contact on tariff matters:		
	1.	Nan			
	2.		phone Number: (407) 310 2077		
В.	Sche		of present rates: (Attach additional s	heets if more space is needed)	
	1.	Wat	er:		
		a.	Residential Water	See Attached Tariff Sheets	
		b.	General Service		
		C.	Special Contract		
		d.	Other – Specify		
	2.	Was	stewater:		
		a.	Residential Wastewater		
		b.	General Service		
		C.	Special Contract		
		d.	Other – Specify		
C.	Numb	er of	Customers: (Most recent two years		
	1.	Wat	er Metered	2023	2024
		a.	Residential	1,213	1,311
		b.	General Service	19	19
		C.	Special Contract		
		d.	Other – Specify		
	2.	Wat	er Unmetered	20	20
		a.	Residential		
		b.	General Service		
		C.	Special Contract		
		d.	Other - Specify		
	3.	Was	stewater	2023	2024
		a.	Residential		
		b.	General Service		
		C.	Special Contract		
		d.	Other - Specify		

IV.

V. AFFIRMATION

I, _____ the undersigned owner, officer, or partner of the above named public utility, doing business in the State of Florida and subject to the control and jurisdiction of the Florida Public Service Commission, certify that the statements set forth herein are true and correct to the best of my information, knowledge, and belief.

Signed Sheri Woodworth

Title Sr. Vice President

Notice: Section 837.06, Florida Statutes, provides that any person who knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his duty shall be guilty of a misdemeanor of the second degree.

Additional Information:

Sun Communities Finance, LLC d/b/a Water Oak Utility is anticipating implementation of compensatory rates in three phases. The Utility would propose to implement each such phase, combined with the future years' indexes. The Utility however, reserves the right to implement full compensatory rates at the end of this SARC proceeding if at the end of this proceeding, the Utility management, in its sole discretion, determines to do so.

The Utility also requests a repression adjustment to account for the decrease in water usage as a result of the increase in water rates.

The Utility is also asking recovery of the following pro forma capital projects and estimated cost (Invoices and Contracts attached):

- Generator and ATS \$148,330
- 24 Meter and 24 Transmitters \$7,545.38
- Replace pipe (10 ft.) \$5,500
- Replace pipe (15 ft.) \$13,260
- New 100HP Well Pump \$36,495.74

SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY WATER TARIFF

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

- <u>APPLICABILITY</u> For water service for all purposes in private residences and individually metered apartment units, as well as separately metered irrigation service.
- <u>LIMITATIONS</u> Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD Monthly

RATE -

Meter Sizes	<u>Base F</u>	e Facility Charge		
5/8" x 3/4"	\$	5.74		
3/4"	\$	8.61		
1"	\$	14.35		
1 1/2"	\$	28.70		
2"	\$	45.92		
3"	\$	91.84		
4"	\$	143.50		
6"	\$	287.00		
Charge per 1,000 gallons				
0 – 3,000 gallons	\$	1.07		
3,001 – 6,000 gallons	\$	1.11		
Over 6,000 gallons	\$	1.43		

MINIMUM CHARGE - Base Facility Charge

<u>TERMS OF PAYMENT</u> – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

<u>EFFECTIVE DATE</u> –	October 1, 2023

TYPE OF FILING – 2023 Price Index

WS-2023-0094

JONATHAN COLMAN ISSUING OFFICER

VICE PRESIDENT TITLE SUN COMMUNITIES FINANCE, LLC D/B/A WATER OAK UTILITY WATER TARIFF

GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

<u>APPLICABILITY</u> - For water service to all Customers for which no other schedule applies.

<u>LIMITATIONS</u> - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

í

Meter Sizes	Base	Facility Charge
5/8" x 3/4"	\$	5.74
3/4"	\$	8.61
1"	\$	14.35
1 1/2"	\$	28.70
2"	\$	45.92
3"	\$	91.84
4"	\$	143.50
6"	\$	287.00
Charge per 1,000 gallons	\$	1.17

MINIMUM CHARGE – Base Facility Charge

<u>TERMS OF PAYMENT</u> – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -	October 1, 2023
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TYPE OF FILING – 2023 Price Index

WS-2023-0094

JONATHAN COLMAN ISSUING OFFICER

VICE PRESIDENT TITLE Generator and ATS



Short Form Construction Contract

To be used for contracts valued under \$500,000.00

OWNER: Sun Communities Finance, LLC/ Sun Communities, Inc. 27777 Franklin Rd., Suite 300 Southfield, MI 48034

OWNER'S AGENT & DESIGNATED REPRESENTATIVE: Paul Jarvis – Sr. Vice President Amy Herndon – DVP, Operations & Sales Beth Pogue - RVP, Operations & Sales Monica Slider - RVP, Operations & Sales Michelle Harmon - Community Manager

CONTRACTOR/SERVICE PROVIDER: RCM Utilities, LLC 1451 Pine Grove Road Eustis, FL 32726 (352) 561-2990 CONTRACT NUMBER: WAT040425

DATE ORDERED: April 4, 2025

CONTRACTOR/SERVICE PROVIDER INSTRUCTIONS THIS CONTRACT NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS RELATING TO THIS CONTRACT.

PROJECT: Install New Generator & Automatic Transfer Switch

SITE: Water Oak Country Club Estates 216 Magnolia Drive Lady Lake, FL 32159

THE CONTRACTOR/SERVICE PROVIDER AGREES TO PROVIDE ALL NECESSARY LABOR, MATERIAL, EQUIPMENT, TOOLS AND SERVICES AND PERFORM ALL WORK REQUIRED IN CONNECTION WITH THE PROJECT AS FOLLOWS:

Install New Generator and Automatic Transfer Switch		Total
Disassemble terminations and remove existing generator and ATS (Automatic Transfer Switch). Install new 250KW, 480V, diesel driven GENERAC generator with a rented lull. Terminate all wiring at generator and ATS. Proper grounding as required. Electrician and/or Generator technician present during start up with available training.	otal:	\$148,330.00
THE CONTRACT SUM: \$148,330.00		
COMMENCEMENT DATE: September 1, 2025, estimated		
COMPLETION DATE: September 14, 2025, estimated		

SPECIAL TERMS AND CONDITIONS: It is mutually understood and agreed that if the scope of work as herein described has been started by the Contractor/Service Provider prior to final execution of this Purchase Order and that all terms and conditions as stated herein shall apply to all work or services provided under this Contract.

Contractor/Service Provider's Proposal is to be attached as Exhibit B. This Contract expressly limits acceptance to the terms hereof and the following Terms and Conditions. Any additional terms are rejected, whether or not attached hereto, including any terms set forth in Contractor/Service Provider's Proposal.

- see following page for signatures -

ACCEPTED:

CONTRACTOR/SERVICE PROVIDER: RCM Utilities, LLC

issa Mass BY:

NAME: Melissa Moss TITLE: Controller DATE: April 16, 2025 OWNER: Sun Communities Finance, LLC

-Signed by: Paul Jamis BY: -B7E202279A51487.

NAME: Paul Jarvis

TITLE: Senior Vice President DATE: 4/16/2025

TERMS AND CONDITIONS

(Construction Contract)

1. **ACCEPTANCE**: CONTRACTOR/SERVICE PROVIDER SHALL ACCEPT THIS CONTRACT BY SIGNING AND RETURNING THE ACKNOWLEDGMENT COPY HEREOF, OR BY COMMENCEMENT OF ANY SERVICES OR DELIVERY OF ANY GOODS OR EQUIPMENT TO THE SITE. OWNER'S AGENT IS ACTING SOLELY AS AGENT FOR THE OWNER AND SHALL HAVE NO LIABILITY FOR ANY PAYMENT DUE CONTRACTOR/SERVICE PROVIDER FROM THE OWNER.

2. **WORK**:

(a) Contractor/Service Provider shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete the Work specified in the Contract Documents listed in <u>Exhibit C</u> (the "Work").

(b)The Contract Documents shall consist of this Contract, exhibits, and the Contractor/Service Provider's proposal attached as <u>Exhibit B</u> (hereinafter, the "Contract"); other documents listed in this Contract; and Modifications issued after execution of this Contract.

(c) The Work shall be performed by the Contractor/Service Provider in a good and workmanlike manner in accordance with the drawings and specifications in the Contract Documents.

(d) Contractor/Service Provider acknowledges that it has reviewed the drawings and specifications and/or instruction provided by the Owner or Owner's Agent, that the same are adequate to allow Contractor/Service Provider to complete the Work.

(e) Contractor/Service Provider acknowledges that it is familiar with the conditions relating to the Work and the Site and with all other matters and conditions which could affect the performance of the Contract and Contractor/Service Provider assumes all risks with regard thereto.

(f) The Work includes all items reasonably inferable from the Contract Documents to produce the results intended. Reasonably inferable as used herein means (i) work which is customarily provided or furnished, in connection with work of a nature or of a quality similar to the Project, and is needed for the proper operation or use of any item of work described, depicted or indicated in the Contract Documents. (g) The Contractor/Service Provider shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

(h) In the event that a specific requirement of the Work conflicts with applicable laws, regulations or codes, the Contractor/Service Provider shall furnish Work which complies with such laws, regulations, and/or codes. In such case, the Owner shall issue a Change Order to the Contractor/Service Provider unless the Contractor/Service Provider recognized such non-compliance prior to execution of this Contract and failed to notify the Owner.

(i) The Contractor/Service Provider shall obtain all necessary approvals, permits and licenses unless otherwise noted herein.

(g) The Owner and Contractor/Service Provider acknowledge that if the Contractor/Service Provider has commenced work identified in this Contract prior to the execution of this Contract, notwithstanding when such services were provided, all work performed shall be governed by the terms and conditions of this Contract.

3. TIME OF COMMENCEMENT AND COMPLETION:

(a) The Contractor/Service Provider shall commence and complete the Work by the dated specified on the face hereof. Contractor/Service Provider shall perform the Work at such time and in such order and sequence as is required for the best possible progress of the Work.

(b) Should the Contractor/Service Provider be delayed in the prosecution of the Work by the act or fault of the Owner, the Owner's Agent or of any other contractor or service provider retained by the Owner or by any damage caused by fire, lightning, earthquake, cyclone, unexpected and unusual weather condition, or for any other causes shown to the satisfaction of the Owner's Agent to be without fault or neglect of the Contractor/Service Provider, then the time for completion shall be extended for such reasonable period of time as the Owner's Agent shall determine. No such extension of time shall be allowed unless the Contractor/Service Provider gives the Owner written notice of the delay and claim for extension of time within five (5) days of discovering the event causing a potential delay. The extension of time herein provided for shall be the Contractor/Service Provider's sole and exclusive remedy for any delay and Contractor/Service Provider shall have no claim for damages against the Owner.

(c) Owner shall have the right to order the Contractor/Service Provider to change material supplier and/or substitute materials in the event Owner reasonably believes the Contractor/Service Provider will not be able to complete the Work in accordance with the Project schedule. Any and all additional costs involved due to such changes or substitutions shall be the responsibility of the Contractor/Service Provider.

4. CHANGES:

(a) The Owner shall have the right, from time to time, to order changes in the Work, such changes to be effective only upon written change order from Owner ("Change Order"). Any adjustment to the Contract Sum or to the time for completion of the Work shall be made in accordance with the applicable provisions of this Contract and the unit price or other basis set forth in this Contract or on an agreed upon equitable basis.

(b) Change Orders shall be processed as follows:

- (i) Promptly after receipt of a Change Order, Contractor shall submit to Owner a detailed statement detailing any necessary adjustment to the Contract Sum (and the various components thereof) and any proposed adjustment in the Project Schedule.
- (ii) Owner shall notify Contractor whether the proposed adjustments are acceptable and, if they are, Contractor shall prepare a Change Order for execution by the Owner and the Contractor.

- (iii) The amount and adjustment of time set forth in such Change Order shall be deemed to cover all costs and delays to the Contractor associated with the change in Work, including impact costs and delays, and no further or subsequent adjustments to the Contract Sum or the Project Schedule shall be allowed.
- (iv) Owner reserves the right to reject any proposal submitted by the Contractor and to have the work done by others.

(c) Notwithstanding any inability to agree upon an adjustment, or the basis for an adjustment, Contractor/Service Provider shall, if directed by Owner, nevertheless proceed in accordance with the change, and the Contract Sum shall be adjusted as reasonably determined by the Owner with any dispute to be resolved after the completion of the Work.

(d) Failure to submit a proposal for an increase in the Contract Sum or the Contract Time within a reasonable period of time after a change, shall conclusively establish that no adjustment in the Contract Sum or Contract Time is justified in respect of such change and any subsequent claims in respect thereof shall be barred.

(e) This Contract may be amended only by a written agreement executed by both parties.

5. **CONTRACT SUM AND PAYMENTS**:

(a) Owner shall pay Contractor/Service Provider for the full and complete performance of the Work, the Contract Sum specified on the face hereof.

(b) The Contract Sum includes all taxes, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Owner, Contractor/Service Provider shall furnish satisfactory evidence of payment of such taxes.

(c) Unless otherwise specified on the face hereof, on or before the first day of each month, the Contractor/Service Provider shall submit to the Owner's Agent an itemized progress statement showing the amount of labor and materials incorporated in the Work as of the twenty-fifth (25th) day of the preceding month in the form attached as <u>Exhibit M</u>. Stored materials may not be included in such statement without the prior written consent of the Owner's Agent. The Owner shall check such statement and, if found correct, the Owner shall pay the Contractor/Service Provider ninety (90%) percent of the amount thereof, less the aggregate of previous payments. Payment of the retention will be made upon completion of initial punch list of items to still complete and/or correct.

(d) As a condition precedent to all payments hereunder, upon request, the Contractor/Service Provider shall submit a sworn statement setting forth all subcontractors, service providers, material suppliers and laborers who have performed Work or provided materials for the Contractor/Service Provider under this Contract in the form attached as <u>Exhibit O</u>. Partial conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed in the form attached as <u>Exhibit E</u> shall be presented with the first progress payment requests. Starting with the second progress payment request, Contractor/Service Provider shall provide partial unconditional waivers attached as <u>Exhibit F</u> from Contractor/Service Provider, subcontractors, suppliers, and contracted laborers. Full conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed shall be presented with the final payment request in the form attached as <u>Exhibit G</u>.

(e) In exchange for the final payment, Contractor/Service Provider shall present Owner with a full unconditional waiver for all work, labor and materials theretofore supplied or performed at the Project in the form attached as <u>Exhibit H</u>. Contractor/Service Provider warrants that all vendors, suppliers and subcontractors will be paid in full with the funds paid to the Contractor/Service Provider. The Contractor/Service Provider also agrees to provide further evidence as may be required by the Owner or Owner's lender, if any.

(f) Owner shall have the right to withhold payment for defective work not remedied. If any such deficiencies are not promptly corrected after written notice, the Owner may rectify same at the Contractor/Service Provider's expense and deduct all costs and expenses incurred thereby from amounts due the Contractor/Service Provider.

(g) If at any time there shall be evidence of any lien or claim against the Owner or the Site as a result of Contractor/Service Provider's operations, or if there shall be claims of the Owner or any other person against the Contractor/Service Provider, the Owner shall have the right to retain, out of any amount due or to become due to Contractor/Service Provider, an amount sufficient to completely indemnify the Owner against any such lien or claim, including attorneys' fees.

(h) In the event of any dispute between Owner and Contractor/Service Provider, Owner shall be obligated to make all payments due to Contractor/Service Provider over which there is no good faith dispute and Contractor/Service Provider shall not, if it receives such payments, stop the Work or terminate the Contract.

(i) No payment made under this Contract, including final payment, shall be construed to be an acceptance of defective or improper workmanship or materials or certificate of waiver of any claims by the Owner.

6. **PROCEDURES**:

(a) Unless otherwise provided herein, removal of rubbish and debris caused by the Contractor/Service Provider's Work shall be done by the Contractor/Service Provider whenever required by the Owner. If the Contractor/Service Provider fails to remove rubbish or debris, the Owner's Agent may do so at the Contractor/Service Provider's expense. The Project site shall be maintained in an orderly and clean condition and the Contractor/Service Provider shall leave the Project site, at the completion of the Contractor/Service Provider's Work, free of all rubbish and debris caused by the Contractor/Service Provider and in a condition satisfactory to the Owner's Agent. The Owner's Agent reserves the right to cause all unidentifiable debris to be removed from the Project site and allocate the cost thereof, by way of back charge or otherwise, among the responsible parties.

(b) The Contractor/Service Provider shall promptly submit shop drawings, samples and other submittals required under the Contract Documents expeditiously and in a manner that will not cause delay in the progress of the Work. No extension of time shall be granted for

delay by the Contractor/Service Provider in preparing drawings or in securing approval of the Owner's Agent where such drawings are not properly prepared or when the Contractor/Service Provider, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay. No portion of the Work requiring shop drawings, samples or other submittals shall be commenced until the Contractor/Service Provider has submitted, and the Owner's Agent has approved such submittals.

(c) The Contractor/Service Provider, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from interference or damage caused by its operations and further agrees to pay the Owner for any damages or delay that may be caused to such work by the Contractor/Service Provider.

(d) Any workers may be refused admittance to the Project site or may be requested to leave the Project site at any time by the Owner and the Owner shall not be required to have or state any reason for such action. In the event any workers are so barred from the Work, the Contractor/Service Provider shall immediately replace such workers with personnel satisfactory to the Owner.

(e) The Contractor/Service Provider specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Owner, any damage to its Work which occurs prior to said final acceptance.

7. **WARRANTY**:

(a) Contractor/Service Provider warrants that all of the Work and materials will be as represented, and will conform with plans, specifications and samples, and comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, will be of sound materials and good workmanship, will be free from defects, will be fit and suitable for the purpose intended and will comply with all of the requirements of this Contract.

(b) The Contractor/Service Provider warrants that title to all Work, including instruments of service will pass to the Owner no later than the time of payment. The Contractor/Service Provider further warrants that, upon submittal of a payment request, all Work shall, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor/Service Provider and all persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

(c) Without limiting the foregoing, Contractor/Service Provider guarantees the Work for such period as may be provided in the specifications and, in any event, until the expiration of not less than one (1) year from and after completion of the Work and acceptance by the Owner. Contractor/Service Provider shall make all repairs, replacements or adjustment required during the warranty period.

(d) The foregoing warranties shall be in addition to and not in lieu of or in waiver of any other or further warranties or obligations which may be implied by law or which may be provided by any law or regulation.

8. **INSURANCE**:

(a) Contractor/Service Provider shall maintain and pay for insurance coverage of the types and with the limits set forth on Exhibit A.2, Insurance Requirements, attached hereto and incorporated herein by reference. Such coverage shall be maintained in form and with companies acceptable to the Owner and shall, notwithstanding the requirements of Exhibit A.2, meet the applicable requirements of any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, Owner's Agent, Owners Lender, if any, and any others named on Exhibit A.2 as additional insureds and shall provide for thirty (30) days' notice of cancellation to Owner and Owner's Agent. Certificates evidencing such insurance shall be delivered to Owner's Agent prior to commencing the Work. In lieu of naming the Owner and the Owner's Agent as additional named insureds, the Contractor/Service Provider may provide an Owner's/Contractor/Service Provider's Protective Policy providing equivalent coverage to all named on Exhibit A.2.

(b) Contractor/Service Provider shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds and similar items not covered by the Owner's fire policy.

(c) Owner, Owner's Agent and Contractor/Service Provider waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

9. **INDEMNITY**:

(a) Contractor/Service Provider agrees to indemnify, defend and hold harmless the Owner and/or Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, and their agents and employees from and against any claim, cost, expense or liability (including attorneys' fees), whether arising before or after completion of the Contractor/Service Provider Work caused by, arising out of, resulting from the performance of the Work by the Contractor/Service Provider or its subcontractors, service providers, agents and employees. In the case of claims against the Owner, the Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, or their agent and employees by any employee of the Contractor/Service Provider, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Service Provider under worker's compensation acts, disability benefit acts or other employee benefit acts.

(b) The Contractor/Servicer Provider shall not permit any contractor, subcontractor, laborer, materialmen, mechanic or similar lien to be filed against any part of the Work or the property for which it has received payment from the Owner. If any such lien is filed on the Project, and if the Contractor/Service Provider does not undertake to cause any such lien to be released or discharged (by payment, bonding or otherwise) within fifteen (15) days of notice from the Owner, the Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid, including any attorneys' fees and filing costs, from any amount due the Contractor/Service Provider.

10. **TERMINATION**: The Owner may terminate this Contract for its convenience and without cause upon five (5) days written notice to Contractor/Service Provider. In such event, the Contractor/Service Provider shall be paid for all Work properly completed as of the effective date of termination but Owner shall not be liable for any damages or lost profit.

11. **DEFAULT:** If the Contractor/Service Provider (i) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the schedule; (ii) causes stoppage or delay of or interference with the Project; (iii) fails in the performance or observance of any of the provisions of this Contract; or (iv) shall file a voluntary petition in bankruptcy; be adjudicated insolvent; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property; make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then Owner, after giving the Contractor/Service Provider notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(a) Require the Contractor/Service Provider utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome any delay attributable to Contractor/Service Provider's default.

(b) Remedy the default by whatever means the Owner's Agent may deem necessary and appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for the Project) and deduct the cost from any monies due or to become due to Contractor/Service Provider.

(c) Terminate this Contract without waiving or releasing any rights or remedies against Contractor/Service Provider or its sureties, and take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of the Contractor/Service Provider relating to the Work, for the purposes of completing the Work.

(d) Recover from Contractor/Service Provider all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees incurred by Owner as a result of Contractor/Service Provider's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy provided in this Contract or now or hereafter existing at law or in equity.

12. **OWNERSHIP OF DOCUMENT:**

Drawings and specifications developed by the Contractor/Service Provider as the work product under this Contract shall become the sole property of the Owner free and clear of any retention rights.

13. **CONFIDENTIAL INFORMATION**:

In order for the Contractor/Service Provider to effectively fulfill its obligations under this Contract, it may be necessary for the Owner to disclose confidential or proprietary information. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor/Service Provider shall instruct its employees, subcontractors, and service providers to regard all information gained by each such person, as a result of services rendered hereunder, as information which is confidential and proprietary to the Owner and not to be disclosed to any organization or individual without the prior consent of the Owner.

14. **OTHER OWNER'S CONTRACTOR/SERVICE PROVIDERS:**

The Owner reserves the right to (i) employ other contractor/service providers at Owner's sole cost and expense, to perform similar work as the Contractor/Service Provider for the Project; and (ii) the Contractor/Service Provider agrees to cooperate fully and to share information with the other contractor/service providers.

15. **NOTICES:**

Any notice from Owner to Contractor/Service Provider or from Contractor/Service Provider to Owner shall be deemed duly served if personally served, if mailed by certified mail, return receipt requested, if sent via overnight courier service, or if sent via facsimile or email to the facsimile number or email address set forth below, and addressed to such party as follows:

If to Contractor/Service Provider:	RCM Utilities, LLC
	1451 Pine Grove Road
	Eustis, FL 32726
	(352) 561-2990
Owner:	Sun Communities, Inc.
	dba Water Oak Country Club Estates
	216 Magnolia Drive
	Lady Lake, FL 32159

If to

Email: aherndon@suncommunities.com

Attn: Amy Herndon Ph: (248) 864-0396 Either party hereto may change the name, address, or facsimile number of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

16. **CONSTRUCTION:** This Contract shall not be construed more strictly against one party than the other, merely by virtue of that fact that it may have been prepared by counsel for one of the parties, it being recognized that both Contractor/Service Provider and Owner have contributed substantially and materially to the preparation of this Contract.

17. **COUNTERPARTS:** This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

18. **GOVERNING LAW:** The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

19. SUCCESSORS AND ASSIGNS: The Owner and Contractor/Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Except that the Owner may assign this Contract to a lender providing financing for the Project, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

20. **ENTIRE AGREEMENT:** This Contract and the documents incorporated herein set forth the entire Contract between the Owner and the Contractor, including the following exhibits.

LIST OF EXHIBITS

- Exhibit A.1 Omitted/Not Applicable
- Exhibit A.2 Insurance Requirements
- Exhibit B Contractor Proposal
- Exhibit C Contract Documents
- Exhibit D Change Order
- Exhibit E Partial Conditional Waiver
- Exhibit F Partial Unconditional Waiver
- Exhibit G Full Conditional Waiver
- Exhibit H Full Unconditional Waiver
- Exhibit I Omitted/Not Applicable
- Exhibit J Omitted/Not Applicable
- Exhibit K Omitted/Not Applicable
- Exhibit L Omitted/Not Applicable
- Exhibit M Application for Payment
- Exhibit N Omitted/Not Applicable
- Exhibit O Sworn Statement
- Exhibit P Omitted/Not Applicable

EXHIBIT A.2

Insurance Requirements Sun Short Form Construction Contract

Contractor shall, with respect to the Work, maintain and pay for the following insurance coverages with minimum limits in the respective amounts indicated.

<u> TYPE</u>

- (a) Worker's Compensation as required by Law.
- (b) **Employer's Liability.** The required Worker's Compensation Insurance shall extend to cover employer's liability.
- (c) General Liability including:
 - Comprehensive Form
 - Premises Operations
 - Completed Operations Liability Products
 Liability
 - **Contractual Liability** for all liability assumed by the Contractor.
 - Broad Form Property Damage

(d) Comprehensive Automobile Liability including

owned, non-owned and hired vehicles.

- Independent Contractors
- Personal Injury
- Explosion & Collapse
- Underground

MINIMUM LIMIT

Statutory

\$100,000 Each Occurrence

Bodily Injury: \$1,000,000

Each Occurrence

\$1,000,000 Annual Aggregate

Property Damage: \$1,000,000

Each Occurrence

\$2,000,000 Annual Aggregate

Bodily Injury:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

Property Damage:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

(e) **Excess Liability - Umbrella Form** bodily injury and property damage combined.

\$1,000,000 Each Occurrence

All insurance required to be maintained shall list *Sun Communities Finance, LLC, dba Water Oak Country Club Estates, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender, if any, Architect/Engineer, and Agent* as an additional insured and their members, representatives, agents, employees.

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	Ļ						ACORD CORPORATION	All rig	hts reserve
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EXHIBIT B

Contractor Proposal

RCM [™]	ILITIES DW, AMPLIFIED —	RCM Utilities, LLC 1451 Pine Grove Road Eustis, FL 32726 352-561-2990 billing@rcmutilities.com		imate 29326592 Date 3/31/2025		
Billing Address Sun Communitie			V	b Address /ater Oak		
27777 Franklin I Southfield, MI 4				06 Evergreen Lan ady Lake, FL 3215		
We are pleased to sub	mit a price on the abov	Description of work e referenced project. This project	includes provid	ling and Installin	g the electrical	
components as outline					6	
NCLUDES:						
another visit. All work performed to	2023 NEC standards. FTER APPROVED SUBM	e training. Training to be on start-u IITTALS	up day or owne	r is to pay GENE	RAC for	
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upon. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused. Contractor's failure to perform any term or condition of this Contract because of conditions beyond its control mentioned herein or other conditions that cause delay, damage, or destruction of its work by others shall not be deemed a breach of this Contract.

Material Escalation. The Contract Price for this Project has been calculated based on the current prices for the component building materials. However, the market for these building materials is considered volatile and sudden price increases could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from available building material suppliers but should there be an increase in the prices of these materials that are purchased after execution of this Contract for use in this Project, then Owner or General Contractor agrees and shall pay the substantiated cost increase to Contractor. Any request or change order for payment of a cost increase shall state the increased cost, the building materials in question, and the source of supply, supported by invoices or bills of sale.

1. This proposal is an offer to enter into a contract, with the mutual promises contained herein constituting valuable and sufficient consideration. The execution of this proposal by the owner listed above (the "Owner") shall constitute acceptance of the offer and formation of contract (the "Contract") between the Owner (the "Owner") and RCM Utilities, LLC. The terms set forth herein, including those after the acceptance signature below and/or on subsequent pages, shall govern the Contract.

2. Warranty. The Contractor warrants all supplied materials and workmanship to be free of defects for a period of one year after installation. The Contractor warrants that materials and equipment furnished under the Contract will be new and good quality. 3. Payment. The Contractor will invoice the Owner in accordance with the schedule set forth above or, if no terms are set forth above, monthly for work performed during each calendar month. The Owner agrees that there shall be no retainage except as set forth in the schedule above. Payment is due within 30 days of the date of invoice. Thereafter, monthly finance charges of 1.5% or the maximum allowed by law, whichever is less, will be assessed on unpaid amounts.

4. Time. The Contractor shall achieve substantial completion of the work within a commercially reasonable time. At the Owner's request, the Contractor shall submit for information a construction schedule for the work, and the Contactor shall revise the schedule at appropriate intervals as required by the conditions of the work. Schedule information set forth above are estimates. The Contractor shall not be responsible for delays caused by circumstances outside the control of the Contractor.

5. Permits and Approvals. The Contractor shall secure and pay for the building permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the work. This responsibility is limited to building permits and, for the avoidance of doubt, does not extend to land use approvals, environmental permits, consumptive use permits, or other governmental approvals outside of building permits.

6. Contract Documents. Except as otherwise provided herein, the Owner shall furnish, at its expense, all necessary surveys, plans, drawings, approvals, easements, assignments, and changes required for the construction and use of the improvements. The Owner warrants the information, plans and specifications provided to the Contractor. The Contractor shall be entitled to rely on the plans and drawings supplied by the Owner; the Contractor warrants only that the work will conform to the design documents and shall have no responsibility or obligation arising out of design defects. The Contractor's warranties contained in this Contract exclude remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear.

7. Termination. The Contractor may terminate this Contract if the Owner fails to make payment as set forth herein and the failure continues for 10 days after notice, if the Contractor is unable to perform due to the failure of the owner to provide access to the site, necessary approvals, or its efforts to complete the work are frustrated by the actions or omissions of the Owner. In the event the Contractor terminates the Contract, is may recover payment for work executed, included reasonable overhead and profit, costs incurred by reason of such termination, and damages. No refund of payments made by the Owner shall be due as a result of termination under this section

8. Governing Law; Venue; Attorney Fees. This Contract shall be governed by the laws of the state of Florida. Venue for any dispute arising in connection with this Contract shall lie exclusively in the court of appropriate jurisdiction in the county where the work is to be performed. The parties hereby irrevocably waive the right to a jury trial in connection with any matter related to or arising out of this contract or the work performed hereunder and consent to a bench trial in any such action. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

9. Assignment; Subcontractors. This Agreement may not be assigned without consent; provided, however that nothing herein shall limit the right of the Contractor to use subcontractors and contract labor in completion of the work. Notwithstanding the foregoing, the Contract may be assigned by the Owner to a lender providing construction financing if the lender has assumed the Owner's rights and obligations under the Contract.

10. Hazards. The Owner represents that, except as disclosed in writing, there is no hazardous condition, material or substance at the site of the work. The Owner shall indemnify and hold harmless the Contractor, its subcontractors, agents and employees from and against claims, damages, losses, and expense arising out of or resulting from performance of the work in the affected area if in fact, a hazardous condition, material or substance presents the risk of bodily injury or death and has not been rendered harmless, except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance by reason of performing the work described herein, the Owner shall indemnify the Contractor for all cost and expenses thereby incurred.

11. Insurance, Beneficiaries. The Contractor shall maintain appropriate commercial general liability insurance and statutory worker's compensation insurance and will provide certificates of insurance upon the request of the Owner. The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance until the work is complete. This Contract has no third-party beneficiaries.

12. Consequential Damages. The Owner waives claims against the Contractor for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This waiver is applicable to damages due to termination.

13. Entire Agreement: Modifications, This Contract, together with the information, plans, and specifications provided to the Contractor, constitute the entire agreement. Any previous agreements and understanding between the parties regarding the subject matter of this Contract, whether oral or in writing, are superseded by the Contract. Any amendments, modifications, or change orders must be in writing. Any change orders require the agreement of the Contractor and shall include appropriate modifications to the contract price to 14. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA

STATUTES. 15. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL MAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL IF YOU FAIL TO PAY YOUR CONTRACTOR IN FULL IF YOU FAIL TO PAY YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON O COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY				
Approved By:	Date:			

EXHIBIT C

Contract Documents

The Contract Documents consist of:

- 1. The Construction Contract to which this exhibit is attached
- 2. Contractor's Proposal(s).
- 3. The Construction Drawings and Specifications as prepared by: n/a
- 4. Construction Drawings: n/a

Sheet #	Sheet Title	Revision Date
1	RCM Utilities, LLC- Proposal dated 3/31/2025	

- 5. Separate Specifications, if any: n/a
- 6. Where applicable laws, rules, regulations, ordinances or directives differ from the Construction Documents, construction specifications, addendums and/or supplemental e-mails, if any, produced by the local jurisdiction with authority over the Project, the more stringent of which shall supersede the Construction Documents, construction specifications and addendum(s), if any.

EXHIBIT D

Change Order

Project:	Contract Information: Contract for:	Change Order Information: Change Order No: Date:
	Date:	
Owner:	Architect/Engineer: n/a	Contractor:

The Contract is changed as follows:

The original Contract Sum	\$	
The net change from previous authorized Change Orders	\$	
The Contract Sum prior to this Change Order	\$	
The Contract Sum will increase by this Change Order	\$	
The new Contract Sum including this Change Order will be	\$	
The Contract Sum will increase by this Change Order	\$ \$ \$	

The Contract Time will increase by _____ (____) days The new date of Substantial Completion will be _____

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by a Construction Change Directive until the cost and time have been agreed to 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 OWNER AND CONTRACTOR

OWNER: Sun Communities Finance

Sun Communities Finance, LLC

By:	
Name/Title:	
Date:	

CONTRACTOR: RCM Utilities, LLC

By:	
Name/Title:	
Date:	

EXHIBIT E

Partial Conditional Waiver

I/we, <u>RCM Utilities</u>, have a contract with <u>Sun Communities Finance, LLC</u> to <u>Install New Generator and</u> <u>Automatic Transfer Switch</u> for the improvement of the property described as <u>Water Oak Country Club</u> <u>Estates, 216 Magnolia Drive, Lady Lake, FL 32159</u> and having been paid in the amount of \$______ hereby, the Lien Claimant's construction lien rights are waived and released against the Property to the amount of \$______, for labor/materials provided through (date).

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:	RCM Utilities, LLC
<u>1451 Pine Grove Road</u> Eustis, FL 32726	By:(Signature of authorized signer)
Telephone: <u>(352) 561-2990</u>	Name:(Printed name of authorized signer and title)
	Signed on:
Signed and sworn before me this day of	, 20
(Signature of Notary Public)	
Notary Public in the County of	, State of
My Commission Expires:	
Acting in the County of	, State of

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EXHIBIT F

Partial Unconditional Waiver

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:	RCM Utilities
<u>1451 Pine Grove Road</u> Eustis, FL 32726	By:(Signature of authorized signer)
Telephone: (352) 561-2990	Name: (Printed name of authorized signer and title)
	Signed on:
Signed and sworn before me this day o	f, 20
(Signature of Notary Public)	
Notary Public in the County of	, State of
My Commission Expires:	
Acting in the County of	_, State of
DO NOT SIGN BLANK OR INCOMPLETE I	FORMS – RETAIN A COPY FOR YOUR RECORDS

EXHIBIT G

I/we, <u>RCM Utilities</u>, have a contract with <u>Sun Communities Finance, LLC</u> to <u>Install New Generator and</u> <u>Automatic Transfer Switch</u> for the improvement of the property described as <u>Water Oak Country Club</u> <u>Estates, 216 Magnolia Drive, Lady Lake, FL 32159</u> and having been fully paid in the amount of <u>\$148,330.00</u> and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

This waiver, together with all previous waivers, if any, **(circle one) does/does not** cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:	RCM Utilities
<u>1451 Pine Grove Road</u> Eustis, FL 32726	By: (Signature of authorized signer)
Telephone: (352) 561-2990	Name: (Printed name of authorized signer and title)
	Signed on:
Signed and sworn before me this day c	of, 20
(Signature of Notary Public)	
Notary Public in the County of	, State of
My Commission Expires:	
Acting in the County of	_, State of

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EXHIBIT H

Full Unconditional Waiver

I/we, <u>RCM Utilities</u>, have a contract with <u>Sun Communities Finance, LLC</u> to <u>Install New Generator and</u> <u>Automatic Transfer Switch</u> for the improvement of the property described as <u>Water Oak Country Club</u> <u>Estates, 216 Magnolia Drive, Lady Lake, FL 32159</u> and having been fully paid in the amount of <u>\$148,330.00</u> and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address:	RCM Utilities
Address.	Row Oundes
<u>1451 Pine Grove Road</u>	By:
<u>Eustis, FL 32726</u>	(Signature of authorized signer)
Telephone: (352) 561-2990	Name:
	(Printed name of authorized signer and title)
	Signed on:
Signed and sworn before me this day of	, 20
(Signature of Notary Public)	
Notary Public in the County of	, State of
My Commission Expires:	
Acting in the County of	, State of

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORD

Lien Waiver Review Checklist

1. Waivers	Checked
1.1 Contractor only to submit Partial Conditional Waiver with first pay application	
1.2 Partial Unconditional Waivers for all subsequent pay applications	
1.2.1 Waivers needed from contractor and all subcontractors and suppliers listed on	
prior Sworn Statement	
1.2.2 Company name must match exactly	
1.2.3 Date must be same or more recent than the date of last pay application	
1.2.4 Amount must be equal or greater than what shown on last sworn statement	
1.2.5 Circle "Does" in second paragraph	
1.3 Verify Partial Unconditional Waiver for general contractor is on file	
1.4 For final pay application (including release of retainage):	
1.4.1 Full Unconditional Waivers for contractor and all subcontractors/suppliers listed on	
any sworn statement	
1.4.2 Company name must match exactly	
1.4.3 Verify all waivers are notarized	
1.4.4 Dates must be same or more recent than the date of last pay application	

EXHIBIT M

Application for Payment

(Forms on following pages.)

Payment Application Review Checklist

In addition to the Application for Payment (G702) and Continuation Page (G703),

the following documents (unless dictated by statute) must be submitted with each application for payment to constitute a complete **Payment Application Packet**.

Docur	nent List – First and Subsequent Payment Requests	Checked
1.	Sworn Statement in the form (<u>Exhibit O</u>)	
2.	With the 1 st pay application - Partial Conditional Lien Waiver from the Contractor (<u>Exhibit E</u>)	
3.	Starting with the 2 nd pay application – Partial Unconditional Lien Waivers from the Contractor, all 1 st tier subcontractors, suppliers, and contracted labor included in the prior pay application (<u>Exhibit F</u>)	
4.	Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	
ocur	nent List – Final Payment Request	Checked
1.	Sworn Statement in the form (<u>Exhibit O</u>)	
2.	Final Certificate of Occupancy or other document issued by the governmental agency	
3.	All maintenance and operating manuals	
4.	Any guarantees or warranties required by the Contract Documents	
5.	Final Payment Receipt and Release (Exhibit N)	
6.	Full Conditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit G</u>)	
		1
7.	Full Unconditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit H</u>) should be delivered 10 days after final payment	

TO OWNER:	PROJECT:	APPLICATION NO.: Distribution to: PERIOD TO: OWNER PROJECT NOS.: ARCHITECT CONTRACTOR	
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT DATE:	
CONTRACT FOR:			
CONTRACTOR'S APPLICATION Application is made for payment, as shown below Continuation Sheet, AIA Document G703, is attac	w, in connection with the Contract.	The undersigned Contractor certifies that to the best of the Co mation and belief the Work covered by this Application for Pa in accordance with the Contract Documents, that all amou Contractor for Work for which previous Certificates for Pay- ments received from the Owner, and that current payment	yment has been completed nts have been paid by the ment were issued and pay-
1. ORIGINAL CONTRACT SUM		CONTRACTOR:	
2. Net change by Change Orders			
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	By: Da	te:
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	8	State of: County of:	
5. RETAINAGE: a% of Completed Work \$		Subscribed and sworn to before me this day of	
 b% of Stored Material \$ (Column F on G703) Total Retainage (Line 5a + 5b or Total in Column I of G703) 	·\$	Notary Public: My Commission expires:	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		ARCHITECT'S CERTIFICATE FOR PA	AYMENT
 7. LESS PREVIOUS CERTIFICATES FOR PAYM (Line 6 from prior Certificate)		In accordance with the Contract Documents, based on on-sit comprising this application, the Architect certifies to the Ov Architect's knowledge, information and belief the Work has quality of the Work is in accordance with the Contract Docu	wher that to the best of the progressed as indicated, the
		is entitled to payment of the AMOUNT CERTIFIED.	
9. BALANCE TO FINISH, INCLUDING RETAINA (Line 3 less Line 6)		AMOUNT CERTIFIED	
CHANGE ORDER SUMMARY ADDIT	IONS DEDUCTIONS	(Attach explanation if amount certified differs from the a all figures on this Application and on the Continuation conform to the amount certified.)	
Total changes approved in previous months by Owner		ARCHITECT:	
Total approved this Month			ite:
TOTALS NET CHANGES by Change Order		This Certificate is not negotiable. The AMOUNT CERTIFIED tractor named herein. Issuance, payment and acceptance prejudice to any rights of the Owner or Contractor under	e of payment are withou

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G702-1992

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22

Sec. F.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

APPLICATION NO.:

PERIOD TO:

APPLICATION DATE:

ARCHITECT'S PROJECT NO .:

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE 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.

В С A D Ē P G Н 1 WORK COMPLETED TOTAL MATERIALS BALANCE RETAINAGE (IF VARIABLE) COMPLETED PRESENTLY ITEM SCHEDULED TO FROM PREVIOUS % AND STORED TO DATE DESCRIPTION OF WORK STORED NO. VALUE (G ÷ C) FINISH APPLICATION THIS PERIOD (NOT IN RATE) (C - G) (D + E) D OR E) (D + E + F)

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G703-1992

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EXHIBIT O

Sworn Statement

(Form on following pages.)

SWORN STATEMENT CHECKLIST

	Checked
1.1 Verify that Owner, Period, and Application Number are correct	
1.2 Verify statement is signed and notarized	
1.3 Verify the balances in all columns match	
1.3.1 Total Contract Price matches	
1.3.2 Change Orders match	
1.3.3 Total Adjusted Contract Price matches	
1.3.4 Amount Already Paid matches	
1.3.5 Amount Currently Owed matches	
1.3.6 Total Retention Withheld matches	
1.3.7 Balance to Complete matches (balance may be minus retainage)	
1.3.8 Anyone who has submitted a NTO must be listed and provide a lien waiver	
1.4 Owner's Representative has reviewed and approved the Sworn Statement.	

SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR

Project.	
Owner:	
Contractor's Name:	
Period From.	
Request No	Application #1

STATE OF MICHIGAN, COUNTY OF

_being duly sworn deposes and says:

1) That _____

is the General Contractor for an improvement to the following described real property situated in _____ County, State of Michigan, described as follows:

2) That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, whith whom the General Contractor has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

No.	Name of Subcontractor	Improvement Furnished	Original Contract / Budget	Change Orders	Adjusted Contract	Amount Already Paid	Amount Currently Owing	Total Retention Withheld	Balance to Complete	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Due but unpaid
				-							
	TOTALS		\$0 00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.

3) That the contractor has not porcured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

4) Deponent further says that he or she makes the foregoing statement as the General Contractor or as ________ of the General Contractor for the purpose of representing

to the owner or lessee of the above described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, ecxept as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to the Lien Statute for the State of ______ as amended.

WARNING TO DEPONENT: A PERSON WHO WITH INTENT TO DEFRAUD BIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED FOR IN THE LIEN STATUTE FOT THE STATE OF TEXAS AS AMENDED.

Date:

Subscribed and sworn to before me this ____ day of _____, 2011.

_____Notary Public, State of ______County acting in _____County. My Commission expires

24 Meter and 24 Transmitters

ensus	Accustream 5/8	8x3/4 Meters and Par	ts		TEC	H N	0106	ΙE	5
peedread	Technologies	Please send Orde	er For	m to:	Date:	2/6	/2025		
525 Saguar	o Trail	Email: orders@spe	edrea	dtech.com					
dianapolis	, IN 46268	Speedread Accour	nt Mar	nager Name:	Shipping N	/letl	hod:		
hone: 317-	824-4544	azzmin	e Wall	ker			Ground		
					*Expedited Sh		-	Availa	bility
hip to Add		Billing Address:	~ ~	-	Property N	lam	ie:		
2101	MAGNOLIA D		110		Mater Oal	_			
LADY	LAKE F				Water Oak			2010/70	125.00
*****	30	<u>Email: 159</u>		6	Warranty F			~	0
ttn:			<u>Ð-6</u>	bjoyce @	SUNCON				
uantity	Part	Description				U	nit Price	T	otal
24	End Point (Transmitter)	451.1875 W E2 46				\$	117.00	##	######
24	5/8x3/4 Accustream Meter	Accustream Meter Gallons (1:10)		7	0	\$	150.00	###	######
24	Jacket	Insulated Meter Jacket for 5/8x3/4 or 5/8x5/8 Meters Only	7			\$	18.00	\$	-
	5A	Retainer Half Rings (2 required)		_กถิฏถิฏก_	(5A)	\$	2.50	\$	-
	6	Screen			~	\$	2.25	\$	
· · ·	7				6)	\$	44.00	\$	-
		Sensus Measuring Chamber		0	7				
	8	Seal Plate Adapter (Wedge)	-		8	\$	1.15	\$	
	8A	Measuring Chamber O-Ring	-		A	\$	0.35	\$	-
	9	Spring Ring			9	\$	1.50	\$	-
_	10	Spring Ring O-Ring				\$	1.25	\$	-
	11	Lock Tabs (2 required to replace any meter part)			f -11	\$	1.50	\$	-
	12	Polymer Freeze Plate		RADINE	(12)	\$	12.50	\$	
24	CONKIT	Wire Connection Kit (3 Scotchloks and grease tube)				\$	4.00	\$	96.00
	34BV	3/4" Threaded Ball Valve	-			\$	25.00	\$	-
48		Meter Coupling 3/4" thread, incl. gasket (Sold in multiples of 2)		20		\$	5.25		252.00
	Coupling Gasket		Ô						
	(2 Required)	Selection Required	U			\$	0.50	\$	-
	5-9Y	Crimping Pliers for Wire Connectors	-			\$	30.00	\$	-
	Socket	Sensus Register Removal Socket	C	D		\$	30.00	\$	-
	ILL039A	Sensus Touch Pad	-Ô			\$	36.50	\$	-
	CellPoint	Cellular Transmitter		S. Dr.		\$	293.33	\$	_
	I		<u> </u>		Subtotal:	<u> </u>			756.00

Effective: May 1, 2024

Replace pipe (10 ft.)

INVOICE

Property Services by K & D LLC PO Box 16 Altoona, FL 32702 accounting@kndpropertyservices.co m +1 (352) 269-1731 kndpropertyservices.com



Bill to Water Oak CC New Const 216 Magnolia Dr Lady Lake FL 32159 Ship to Water Oak CC New Const 216 Magnolia Dr Lady Lake FL 32159

Invoice details

Invoice no.: 5536 Terms: Net 30 Invoice date: 02/14/2025 Due date: 03/16/2025

Product or service	Description	Qty	Rate	Amount
Plumbing	8in water main leaking. Turned two isolation valves off on both ends of the street. Dug down with machine and found line leaking at bell end. Cut and removed 10 ft of 8in c900 pipe. Replaced with new c900 pipe and two 8in mechanical joints. Turned water back on. No leaks. Backfilled hole and cleaned up.	1	\$5,500.00	\$5,500.00
Ways to pay	Total		\$	\$5,500.00
	₽ Pares UCBINØ			

View and pay

Replace pipe (15 ft.)

INVOICE

Property Services by K & D LLC PO Box 16 Altoona, FL 32702 accounting@kndpropertyservices.co m +1 (352) 269-1731 kndpropertyservices.com



Water Oak Country Club Estates:635 Hickory Hill Bill to

635 Hickory Hill 216 Magnolia Dr Lady Lake FL 32159

Ship to

Water Oak Country Club Estates 635 Hickory Hill Lady Lake, FL 32159

Invoice details

Invoice no.: 5620 Terms: Net 30 Invoice date: 03/17/2025 Due date: 04/16/2025

Product or service	Description	Qty	Rate	Amount
Plumbing	 3/14 - Called for a possible 3-inch water main leak. Upon arrival, open cut concrete driveway with cut saw. Removed concrete with excavator. Dug down with excavator, using pump to remove water. Discovered the pipe that was broken was a 4 inch by 3 inch pvc tee. Due to Friday night and time. Unable to obtain material. Called around and located material at 2 supply houses that opened at 8 am. Saturday morning. 3/15 - Arrived at the supply houses and obtained material. Pre-glued pipe into the fitting to allow cure time to start. Arrived back on site, waited on water to be shut down. Once water was shut down, pumped down water from the hole. Removed necessary dirt to access the pipe to allow for work on the pipe. Cut out 15ft section of pipe replacing the 15 ft with new pipe and fittings. Used mechanical couplings so that 	1	\$8,500.00	\$8,500.00
	when the last connection was made, we could turn water back on. Turn water on and tested. Obtained clean dry fill to backfill hole and hauled wet fill off site. Backfilled area and cleaned up.			



Note to customer

Thank you for your business.



Keeton Enterprises Inc P.O. Box 1424 UMATILLA, FL 32784 US 3867177033 pakkeeton@yahoo.com keiconcrete.com

Estimate

	ADDRESS		
	Sun Commu 224 Magnol Lady Lake,		
ESTIMATE #		DATE	
1321		03/19/2025	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Concrete Repairs	Concrete repairs - 635 Hickory Hill Replace concrete driveway - 30 x 14 with flares -	428	7.50	3,210.00
	02.10 Demo	Demo - concrete removal	1	1,200.00	1,200.00
	02.10 Demo	Demo - dumpster fee	1	350.00	350.00

TOTAL

\$4,760.00

Accepted By

Accepted Date

New 100HP Well Pump



To be used for contracts valued under \$500,000.00

OWNER: Sun Communities Finance, LLC/Sun Communities, Inc. 27777 Franklin Road #300 Southfield, M1 48034

CONTRACTOR/SERVICE PROVIDER:

ProPump & Controls

Shelbyville, KY 40065 (502) 633-0677

30 Stonecrest Ct.

OWNER'S AGENT & DESIGNATED REPRESENTATIVE: Michelle Harmon, General Manager Beth Pogue, RVP-Operations & Sales Amy Herndon, DVP-Operations & Sales CONTRACT NUMBER: WAT030425

DATE ORDERED: March 4, 2025

CONTRACTOR/SERVICE PROVIDER INSTRUCTIONS THIS CONTRACT NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKAGES AND SHIPPING PAPERS RELATING TO THIS CONTRACT.

PROJECT: New 100 HP Pump

SITE: Water Oak Country Club Estates 216 Magnolia Drive Lady Lake, FL 32159

THE CONTRACTOR/SERVICE PROVIDER AGREES TO PROVIDE ALL NECESSARY LABOR, MATERIAL, EQUIPMENT, TOOLS AND SERVICES AND PERFORM ALL WORK REQUIRED IN CONNECTION WITH THE PROJECT AS FOLLOWS:

New 100 HP Pump	Price per Unit	Qty.	Total
Crane: Crane rental Sublet: 100HP pump w/ refub head and PB Labor: Technician labor Valve, check, wafer, 6", Flomatic 888VFD, #2437VFDH Bolt, nut, washer, set, for 6" SCV, ZN Pl Gasket, flg, 6 in, 150#, 1/16 Bolt, nut, washer, set, 1"x3.5", discharge head Boot, motor, MSC 2, medium Misc. installation materials Tax	\$2,000.000 \$22,540.880 \$3,456.000 \$1,011.000 \$82.370 \$13.970 \$98.740 \$47.174 \$175.00 n/a	1 1 1 1 1 2 1 3 1 n/a	\$2,000.00 \$22,540.88 \$3,456.00 \$1,011.00 \$82.37 \$27.94 \$98.74 \$141.52 \$175.00 \$1,822.01
GRAND TOTAL			\$31,355.46
THE CONTRACT SUM: \$31,355.46 COMMENCEMENT DATE: March 12, 2025, <i>estimated</i> COMPLETION DATE: March 31, 2025, <i>estimated</i>			

SPECIAL TERMS AND CONDITIONS:

It is mutually understood and agreed that if the scope of work as herein described has been started by the Consultant prior to final execution of this Purchase Order and that all terms and conditions as stated herein shall apply to all work or services provided under this Agreement.

Itemized Proposal to be attached as <u>Exhibit B</u>. All terms and conditions of Sun Communities Short Form Contract take precedence over Contractor/Service Provider terms and conditions as may be noted on the <u>Exhibit B</u> attachment. This contract expressly limits acceptance to the terms hereof, including the attached terms and conditions. Any additional terms are rejected and not incorporated into this contract, including any terms that may be included or attached to Contractor/Service Provider's bid or proposal whether or not attached hereto.

[Signature Page To Follow]

ACCEPTED:

CONTRACTOR/SERVICE PROVIDER: ProPump & Controls

Kelly M.Conn BY:___

3/6/25

NAME: Kelly M Conn

TITLE: Representative

DATE:

OWNER: Sun Communities Finance, LLC

Amy Herndon BY:_

NAME: Amy Herndon

TITLE: DVP-Operations & SalesDATE:Mar 6, 2025

TERMS AND CONDITIONS

1. **ACCEPTANCE**: CONTRACTOR/SERVICE PROVIDER SHALL ACCEPT THIS CONTRACT BY SIGNING AND RETURNING THE ACKNOWLEDGMENT COPY HEREOF, OR BY COMMENCEMENT OF ANY SERVICES OR DELIVERY OF ANY GOODS OR EQUIPMENT TO THE SITE. OWNER'S AGENT IS ACTING SOLELY AS AGENT FOR THE OWNER AND SHALL HAVE NO LIABILITY FOR ANY PAYMENT DUE CONTRACTOR/SERVICE PROVIDER FROM THE OWNER.

2. **WORK**:

(a) Contractor/Service Provider shall furnish all labor, materials, tools, equipment, supervision and services necessary to prosecute and complete the Work specified in the Contract Documents listed in <u>Exhibit C</u> (the "Work").

(b)The Contract Documents shall consist of this Contract, exhibits, and the Contractor/Service Provider's proposal attached as <u>Exhibit B</u> (hereinafter, the "Contract"); other documents listed in this Contract; and Modifications issued after execution of this Contract.

(c) The Work shall be performed by the Contractor/Service Provider in a good and workmanlike manner in accordance with the drawings and specifications in the Contract Documents.

(d) Contractor/Service Provider acknowledges that it has reviewed the drawings and specifications and/or instruction provided by the Owner or Owner's Agent, that the same are adequate to allow Contractor/Service Provider to complete the Work.

(e) Contractor/Service Provider acknowledges that it is familiar with the conditions relating to the Work and the Site and with all other matters and conditions which could affect the performance of the Contract and Contractor/Service Provider assumes all risks with regard thereto.

(f) The Work includes all items reasonably inferable from the Contract Documents to produce the results intended. Reasonably inferable as used herein means (i) work which is customarily provided or furnished, in connection with work of a nature or of a quality similar to the Project and is needed for the proper operation or use of any item of work described, depicted or indicated in the Contract Documents. (g) The Contractor/Service Provider shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

(h) In the event that a specific requirement of the Work conflicts with applicable laws, regulations or codes, the Contractor/Service Provider shall furnish Work which complies with such laws, regulations, and/or codes. In such case, the Owner shall issue a Change Order to the Contractor/Service Provider unless the Contractor/Service Provider recognized such non-compliance prior to execution of this Contract and failed to notify the Owner.

(i) The Contractor/Service Provider shall obtain all necessary approvals, permits and licenses unless otherwise noted herein.

(g) The Owner and Contractor/Service Provider acknowledge that if the Contractor/Service Provider has commenced work identified in this Contract prior to the execution of this Contract, notwithstanding when such services were provided, all work performed shall be governed by the terms and conditions of this Contract.

3. TIME OF COMMENCEMENT AND COMPLETION:

(a) The Contractor/Service Provider shall commence and complete the Work by the dated specified on the face hereof. Contractor/Service Provider shall perform the Work at such time and in such order and sequence as is required for the best possible progress of the Work.
(b) Should the Contractor/Service Provider be delayed in the prosecution of the Work by the act or fault of the Owner, the Owner's Agent or of any other contractor or service provider retained by the Owner or by any damage caused by fire, lightning, earthquake, cyclone, unexpected and unusual weather condition, or for any other causes shown to the satisfaction of the Owner's Agent to be without fault or neglect of the Contractor/Service Provider, then the time for completion shall be extended for such reasonable period of time as the Owner's Agent shall determine. No such extension of time shall be allowed unless the Contractor/Service Provider gives the Owner written notice of the delay and claim for extension of time within five (5) days of discovering the event causing a potential delay. The extension of time herein provided for shall be the Contractor/Service Provider's sole and exclusive remedy for any delay and Contractor/Service Provider shall have no claim for damages against the Owner.

(c) Owner shall have the right to order the Contractor/Service Provider to change material supplier and/or substitute materials in the event Owner reasonably believes the Contractor/Service Provider will not be able to complete the Work in accordance with the Project schedule. Any and all additional costs involved due to such changes or substitutions shall be the responsibility of the Contractor/Service Provider.

4. CHANGES:

(a) The Owner shall have the right, from time to time, to order changes in the Work, such changes to be effective only upon written change order from Owner ("Change Order"). Any adjustment to the Contract Sum or to the time for completion of the Work shall be made in accordance with the applicable provisions of this Contract and the unit price or other basis set forth in this Contract or on an agreed upon equitable basis.

(b) Change Orders shall be processed as follows:

- (i) Promptly after receipt of a Change Order, Contractor shall submit to Owner a detailed statement detailing any necessary adjustment to the Contract Sum (and the various components thereof) and any proposed adjustment in the Project Schedule.
- (ii) Owner shall notify Contractor whether the proposed adjustments are acceptable and, if they are, Contractor shall prepare a Change Order for execution by the Owner and the Contractor.
- (iii) The amount and adjustment of time set forth in such Change Order shall be deemed to cover all costs and delays to the Contractor associated with the change in Work, including impact costs and delays, and no further or subsequent adjustments to the Contract Sum or the Project Schedule shall be allowed.
- (iv) Owner reserves the right to reject any proposal submitted by the Contractor and to have the work done by others.

(c) Notwithstanding any inability to agree upon an adjustment, or the basis for an adjustment, Contractor/Service Provider shall, if directed by Owner, nevertheless proceed in accordance with the change, and the Contract Sum shall be adjusted as reasonably determined by the Owner with any dispute to be resolved after the completion of the Work.

(d) Failure to submit a proposal for an increase in the Contract Sum or the Contract Time within a reasonable period of time after a change, shall conclusively establish that no adjustment in the Contract Sum or Contract Time is justified in respect of such change and any subsequent claims in respect thereof shall be barred.

(e) This Contract may be amended only by a written agreement executed by both parties.

5. CONTRACT SUM AND PAYMENTS:

(a) Owner shall pay Contractor/Service Provider for the full and complete performance of the Work, the Contract Sum specified on the face hereof.

(b) The Contract Sum includes all taxes, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Owner, Contractor/Service Provider shall furnish satisfactory evidence of payment of such taxes.

(c) Unless otherwise specified on the face hereof, on or before the first day of each month, the Contractor/Service Provider shall submit to the Owner's Agent an itemized progress statement showing the amount of labor and materials incorporated in the Work as of the twenty-fifth (25th) day of the preceding month in the form attached as <u>Exhibit M</u>. Stored materials may not be included in such statement without the prior written consent of the Owner's Agent. The Owner shall check such statement and, if found correct, the Owner shall pay the Contractor/Service Provider ninety (90%) percent of the amount thereof, less the aggregate of previous payments. Payment of the retention will be made upon completion of initial punch list of items to still complete and/or correct.

(d) As a condition precedent to all payments hereunder, upon request, the Contractor/Service Provider shall submit a sworn statement setting forth all subcontractors, service providers, material suppliers and laborers who have performed Work or provided materials for the Contractor/Service Provider under this Contract in the form attached as <u>Exhibit O</u>. Partial conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed in the form attached as <u>Exhibit E</u> shall be presented with the first progress payment requests. Starting with the second progress payment request, Contractor/Service Provider shall unconditional waivers attached as <u>Exhibit F</u> from Contractor/Service Provider, subcontractors, suppliers, and contracted laborers. Full conditional waivers of lien from Contractor/Service Provider for all work, labor and materials theretofore supplied or performed and materials theretofore supplied or performed shall be presented with the final payment request in the form attached as <u>Exhibit G</u>.

(e) In exchange for the final payment, Contractor/Service Provider shall present Owner with a full unconditional waiver for all work, labor and materials theretofore supplied or performed at the Project in the form attached as <u>Exhibit H</u>. Contractor/Service Provider warrants that all vendors, suppliers and subcontractors will be paid in full with the funds paid to the Contractor/Service Provider. The Contractor/Service Provider also agrees to provide further evidence as may be required by the Owner or Owner's lender, if any.

(f) Owner shall have the right to withhold payment for defective work not remedied. If any such deficiencies are not promptly corrected after written notice, the Owner may rectify same at the Contractor/Service Provider's expense and deduct all costs and expenses incurred thereby from amounts due the Contractor/Service Provider.

(g) If at any time there shall be evidence of any lien or claim against the Owner or the Site as a result of Contractor/Service Provider's operations, or if there shall be claims of the Owner or any other person against the Contractor/Service Provider, the Owner shall have the right to retain, out of any amount due or to become due to Contractor/Service Provider, an amount sufficient to completely indemnify the Owner against any such lien or claim, including attorneys' fees.

(h) In the event of any dispute between Owner and Contractor/Service Provider, Owner shall be obligated to make all payments due to Contractor/Service Provider over which there is no good faith dispute and Contractor/Service Provider shall not, if it receives such payments, stop the Work or terminate the Contract.

(i) No payment made under this Contract, including final payment, shall be construed to be an acceptance of defective or improper workmanship or materials or certificate of waiver of any claims by the Owner.

6. **PROCEDURES**:

(a) Unless otherwise provided herein, removal of rubbish and debris caused by the Contractor/Service Provider's Work shall be done by the Contractor/Service Provider whenever required by the Owner. If the Contractor/Service Provider fails to remove rubbish or debris, the Owner's Agent may do so at the Contractor/Service Provider's expense. The Project site shall be maintained in an orderly and clean condition and the Contractor/Service Provider shall leave the Project site, at the completion of the Contractor/Service Provider's Work, free

of all rubbish and debris caused by the Contractor/Service Provider and in a condition satisfactory to the Owner's Agent. The Owner's Agent reserves the right to cause all unidentifiable debris to be removed from the Project site and allocate the cost thereof, by way of back charge or otherwise, among the responsible parties.

(b) The Contractor/Service Provider shall promptly submit shop drawings, samples and other submittals required under the Contract Documents expeditiously and in a manner that will not cause delay in the progress of the Work. No extension of time shall be granted for delay by the Contractor/Service Provider in preparing drawings or in securing approval of the Owner's Agent where such drawings are not properly prepared or when the Contractor/Service Provider, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay. No portion of the Work requiring shop drawings, samples or other submittals shall be commenced until the Contractor/Service Provider has submitted, and the Owner's Agent has approved such submittals.

(c) The Contractor/Service Provider, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from interference or damage caused by its operations and further agrees to pay the Owner for any damages or delay that may be caused to such work by the Contractor/Service Provider.

(d) Any workers may be refused admittance to the Project site or may be requested to leave the Project site at any time by the Owner and the Owner shall not be required to have or state any reason for such action. In the event any workers are so barred from the Work, the Contractor/Service Provider shall immediately replace such workers with personnel satisfactory to the Owner.

(e) The Contractor/Service Provider specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Owner, any damage to its Work which occurs prior to said final acceptance.

7. WARRANTY:

(a) Contractor/Service Provider warrants that all of the Work and materials will be as represented, and will conform with plans, specifications and samples, and comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, will be of sound materials and good workmanship, will be free from defects, will be fit and suitable for the purpose intended and will comply with all of the requirements of this Contract.

(b) The Contractor/Service Provider warrants that title to all Work, including instruments of service will pass to the Owner no later than the time of payment. The Contractor/Service Provider further warrants that, upon submittal of a payment request, all Work shall, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor/Service Provider and all persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

(c) Without limiting the foregoing, Contractor/Service Provider guarantees the Work for such period as may be provided in the specifications and, in any event, until the expiration of not less than one (1) year from and after completion of the Work and acceptance by the Owner. Contractor/Service Provider shall make all repairs, replacements or adjustment required during the warranty period.

(d) The foregoing warranties shall be in addition to and not in lieu of or in waiver of any other or further warranties or obligations which may be implied by law or which may be provided by any law or regulation.

8. **INSURANCE**:

(a) Contractor/Service Provider shall maintain and pay for insurance coverage of the types and with the limits set forth on <u>Exhibit A.2</u>, Insurance Requirements, attached hereto and incorporated herein by reference. Such coverage shall be maintained in form and with companies acceptable to the Owner and shall, notwithstanding the requirements of <u>Exhibit A.2</u>, meet the applicable requirements of any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, Owner's Agent, Owners Lender, if any, and any others named on <u>Exhibit A.2</u> as additional insureds and shall provide for thirty (30) days' notice of cancellation to Owner and Owner's Agent. Certificates evidencing such insurance shall be delivered to Owner's Agent prior to commencing the Work. In lieu of naming the Owner and the Owner's Agent as additional named insureds, the Contractor/Service Provider may provide an Owner's/Contractor/Service Provider's Protective Policy providing equivalent coverage to all named on <u>Exhibit A.2</u>.

(b) Contractor/Service Provider shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds and similar items not covered by the Owner's fire policy.

(c) Owner, Owner's Agent and Contractor/Service Provider waive all rights against each other for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

9. **INDEMNITY**:

(a) Contractor/Service Provider agrees to indemnify, defend and hold harmless the Owner and/or Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, and their agents and employees from and against any claim, cost, expense or liability (including attorneys' fees), whether arising before or after completion of the Contractor/Service Provider Work caused by, arising out of, resulting from the performance of the Work by the Contractor/Service Provider or its subcontractors, service providers, agents and employees. In the case of claims against the Owner, the Owner's Agent, Sun Communities, Inc., Sun Communities Operating Limited Partnership, or their agent and employees by any employee of the Contractor/Service Provider, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor/Service Provider under worker's compensation acts, disability benefit acts or other employee benefit acts.

(b) The Contractor/Servicer Provider shall not permit any contractor, subcontractor, laborer, materialmen, mechanic or similar lien to be filed against any part of the Work or the property for which it has received payment from the Owner. If any such lien is filed on the Project, and if the Contractor/Service Provider does not undertake to cause any such lien to be released or discharged (by payment, bonding or otherwise) within fifteen (15) days of notice from the Owner, the Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid, including any attorneys' fees and filing costs, from any amount due the Contractor/Service Provider.

10. **TERMINATION**: The Owner may terminate this Contract for its convenience and without cause upon five (5) days written notice to Contractor/Service Provider. In such event, the Contractor/Service Provider shall be paid for all Work properly completed as of the effective date of termination, but Owner shall not be liable for any damages or lost profit.

11. **DEFAULT:** If the Contractor/Service Provider (i) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the schedule; (ii) causes stoppage or delay of or interference with the Project; (iii) fails in the performance or observance of any of the provisions of this Contract; or (iv) shall file a voluntary petition in bankruptcy; be adjudicated insolvent; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property; make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then Owner, after giving the Contractor/Service Provider notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(a) Require the Contractor/Service Provider utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome any delay attributable to Contractor/Service Provider's default.

(b) Remedy the default by whatever means the Owner's Agent may deem necessary and appropriate including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for the Project) and deduct the cost from any monies due or to become due to Contractor/Service Provider.

(c) Terminate this Contract without waiving or releasing any rights or remedies against Contractor/Service Provider or its sureties, and take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of the Contractor/Service Provider relating to the Work, for the purposes of completing the Work.

(d) Recover from Contractor/Service Provider all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees incurred by Owner as a result of Contractor/Service Provider's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy provided in this Contract or now or hereafter existing at law or in equity.

12. **OWNERSHIP OF DOCUMENT:**

Drawings and specifications developed by the Contractor/Service Provider as the work product under this Contract shall become the sole property of the Owner free and clear of any retention rights.

13. **CONFIDENTIAL INFORMATION**:

In order for the Contractor/Service Provider to effectively fulfill its obligations under this Contract, it may be necessary for the Owner to disclose confidential or proprietary information. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor/Service Provider shall instruct its employees, subcontractors, and service providers to regard all information gained by each such person, as a result of services rendered hereunder, as information which is confidential and proprietary to the Owner and not to be disclosed to any organization or individual without the prior consent of the Owner.

14. **OTHER OWNER'S CONTRACTOR/SERVICE PROVIDERS:**

The Owner reserves the right to (i) employ other contractor/service providers at Owner's sole cost and expense, to perform similar work as the Contractor/Service Provider for the Project; and (ii) the Contractor/Service Provider agrees to cooperate fully and to share information with the other contractor/service providers.

15. **NOTICES:**

Any notice from Owner to Contractor/Service Provider or from Contractor/Service Provider to Owner shall be deemed duly served if personally served, if mailed by certified mail, return receipt requested, if sent via overnight courier service, or if sent via facsimile or email to the facsimile number or email address set forth below, and addressed to such party as follows:

If to Contractor/Service Provider:

ProPump & Controls 30 Stonecrest Ct. Shelbyville, KY 40065 (502) 633-0677

If to Owner:

Sun Communities, Inc. c/o Water Oak Country Club Estates 27777 Franklin Rd., Suite 300 Southfield, MI 48034 Beth Pogue (248) 208-2500 bpogue@suncommunities.com

Either party hereto may change the name, address, or facsimile number of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

16. **CONSTRUCTION:** This Contract shall not be construed more strictly against one party than the other, merely by virtue of that fact that it may have been prepared by counsel for one of the parties, it being recognized that both Contractor/Service Provider and Owner have contributed substantially and materially to the preparation of this Contract.

17. **COUNTERPARTS:** This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

18. **GOVERNING LAW:** The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

19. SUCCESSORS AND ASSIGNS: The Owner and Contractor/Service Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Except that the Owner may assign this Contract to a lender providing financing for the Project, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

20. **ENTIRE AGREEMENT:** This Contract and the documents incorporated herein set forth the entire Contract between the Owner and the Contractor, including the following exhibits.

LIST OF EXHIBITS

- Exhibit A.1 Omitted/Not Applicable
- Exhibit A.2 Insurance Requirements
- Exhibit B Contractor Proposal
- Exhibit C Contract Documents
- Exhibit D Change Order
- Exhibit E Partial Conditional Waiver
- Exhibit F Partial Unconditional Waiver
- Exhibit G Full Conditional Waiver
- Exhibit H Full Unconditional Waiver
- Exhibit I Omitted/Not Applicable
- Exhibit J Omitted/Not Applicable
- Exhibit K Omitted/Not Applicable
- Exhibit L Omitted/Not Applicable
- Exhibit M Application for Payment
- Exhibit N Omitted/Not Applicable
- Exhibit O Sworn Statement
- Exhibit P Omitted/Not Applicable

EXHIBIT A.2

Insurance Requirements Sun Short Form Construction Contract

Contractor shall, with respect to the Work, maintain and pay for the following insurance coverages with minimum limits in the respective amounts indicated.

<u>TYPE</u> (a) Worker's Compensation as required by Law. (b) Employer's Liability. The required Worker's Compensation Insurance shall extend to cover employer's liability.	MINIMUM LIMIT Statutory \$100,000 Each Occurrence
 (c) General Liability including: Comprehensive Form Premises – Operations Completed Operations Liability Products Liability Contractual Liability for all liability assumed by the Contractor. Broad Form Property Damage Independent Contractors Personal Injury Explosion & Collapse Underground 	Bodily Injury:\$1,000,000Each Occurrence\$1,000,000Annual AggregateProperty Damage:\$1,000,000Each Occurrence\$2,000,000Annual Aggregate
(d) Comprehensive Automobile Liability including owned, non- owned and hired vehicles.	Bodily Injury: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate Property Damage: \$1,000,000

Each Occurrence

\$1,000,000 Annual Aggregate

\$1,000,000 Each Occurrence

(e) **Excess Liability - Umbrella Form** bodily injury and property damage combined.

All insurance required to be maintained shall list *Sun Communities Finance, LLC, dba Water Oak Country Club Estates, Sun Communities, Inc., Sun Communities Operating Limited Partnership, Lender, if any, Architect/Engineer, and Agent* as an additional insured and their members, representatives, agents, employees.

EXHIBIT B

Contractor Proposal

				QUO	ГЕ	
		PUMP		Quote Nbr.:		Q009765
				Order Date:		2/27/2025
		NIROLS		Valid Until:		3/13/2025
				Sales Person		ROB DOYER
ProP	imp and Controls, Inc.			Reference:		
	onecrest Ct, Suite 100			Payment Terr	ns:	Net 30
	yville, KY, 40065-8128			Financing ten	ms available upon request	
Phon	e: (502)633-0677 ext			For:		Gary Crowell
FOR:		SHIP TO:		BILL TO:		
Nate	Oak Country Club Estates	Water Oak Country Club	Estates	Water Oa	ak Country Club Estates	5
	k Roll, 106 Evergreen Lane,	216 Magnolia Dr		216 Mag		
FL 32		Lady Lake FL 32159-323			e FL 32159-3238	
Jnite	1 States of America	United States of America		United St	ates of America	
SCOP	E OF WORK:					
ProPu	np & Controls to provide labor and materials	s for:				
nstall	New 100HP complete pump w rebuilt head a	and packing box				
Test ()	peralions					
eplaci	oted price assumes that all components are ment will be quoted in addition to the below	cost.			and a set of the former and	
Applic	able Tax, and Freight are not included and v	will be invoiced upon completion				
Quotes	I amounts in excess of \$10,000 are subject	to a 50% deposit to submit approv	al.			
VE pay	ments by credit card are subject to a 2.80%	service charge without prior agree	ment			
	np & Controls will not make repairs or replac					
	han ProPump & Controls or its employees, o t ProPump & Controls control. ProPump & C					
Juole	valid for 15 days.					
	Note: Prowded lead times for materials are teed and subject to change.	estimated based on product avail	ability from manufa	cturers. Lead tin	nes are not	
US P I	ITEM		QTY.	UOM	PRICE	AMOUNT
_	CRANE: Crane Rental		1.000	EA	2,000.000	2,000.00
NO.	SUBLET: 100HP Pump w refub head an	i P8	1.000	EA	22,540.880	22,540.88
NO. 1			1.000		3,456.000	3,456.00
1 2	LABOR: Technician Labor		1.000	EA	1,011.000	1,011.00
N <mark>O.</mark> 1 2 3	LABOR: Technician Labor 19-003-061: VALVE,CHECK,WAFER,6*, #2437VFDH	FLOMATIC 888VFD,				
NO. 1 2 3 4	19-003-061: VALVE, CHECK, WAFER.6".		1.000	EA	82.370	82.37
NO. 1 2 3 4 5	19-003-061: VALVE, CHECK, WAFER, 6", #2437VFDH	FOR,6" SCV, ZN PL	1.000 2.000	EA EA	82.370 13.970	82.37 27.94
NO. 1 2 3 4 5 6	19-003-061: VALVE, CHECK, WAFER, 6", #2437VFDH 400-191-206: BOLT, NUT, WASHER, SET	FOR,6" SCV, ZN PL /16				
NO. 1 2 3 4 5 6 7	19-003-061: VALVE,CHECK,WAFER,6", #2437VFDH 400-191-206: BOLT,NUT,WASHER,SET 67-001-041: GASKET,FLG, 6 in, 150#, 1	FOR,6" SCV, ZN PL /16 ,1'x3.5",Discharge Head	2.000	EA	13.970	27.94
NO. 1 2 3 4 5 6 7 8	19-003-061: VALVE,CHECK,WAFER,6", #2437VFDH 400-191-206: BOLT,NUT,WASHER,SET 67-001-041: GASKET,FLG, 6 in, 150ii, 1 400-191-300: BOLT,NUT,WASHER,SET	FOR,6" SCV, ZN PL /16 ,1'x3.5",Discharge Head	2.000 1.000 3.000	EA EA	13.970 98.740 47.174	27.94 98.74

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G	&	CO	Ν	TR	OL	. S

 Order Date:
 2/27/2025

 Valid Until:
 3/13/2025

 Sales Person:
 ROB DOYER

 Reference:
 Payment Terms:
 Net 30

 Financing terms available upon request
 For:
 Gary Crowell

 1.000
 EA
 175.000
 175.00

Q009765

QUOTE

9 SOMISC: Misc Installation Materials

Signature:		Quote Total:	29,533.4
-		Less Discount: Tax Total:	0.0 1,822.0
Date:		Total (USD):	31,355.4
Requested Delivery Date		Deposit Due:	
	Continued	P	age 2 of 4



QUOTE

Quote Nor.:	Q009765
Order Date:	2/27/2025
Valid Until:	3/13/2025
Sales Person:	ROB DOYER
Reference:	
Payment Terms:	Net 30
Financing terms available upon request	1
For:	Gary Crowell

PAYMENT TERMS: All Purchase Orders are subject to acceptance by ProPump & Controls, Inc. Receipt of production deposit, verification of acceptable credit, and confirmation of order are required before production. All orders subject to 50% production deposit. Balance due 30 days from date of invoice.

If shipment or installation of equipment is delayed by oustomer request at no fault of ProPump & Controls, Inc., oustomer agrees to amend the contract or purchase order as follows, unless superseded by other terms noted on the accepted contract or agreement.

••Delayed shipment: Customer agrees to pay any storage fees requested by equipment manufacturer, if applicable.
••Pourment installation delayed at customer moused inlineing shipment.
ProPump will summer and

and labor to official equipment and store on site as directed by customer. Equipment and labor costs for the official shall be additional to the quoted proc. ProPump shall invoice customer for 90% of the equipment price, less any previous production deposits, due net 30 days following delivery of product. Balance for equipment and installation labor will be invoiced on completion of work.

Orders placed under Preferred Customer Agreements include all discounts and fee payments.

Please note that all invoices paid by Credit Card are subject to a 2.8% convenience fee without prior agreement.

How to order. Please help us expedite your order by providing the following: Is this sale taxable? (circle one) Yes No (if the order to non-taxable, a tax exempt cartificate for the "ship to" state must be submitted with this order.)

Please return one signed copy of this quotation on acceptance. Merchandise delivered or shipped is due and payable to: ProPump & Controls, Inc. 30 Stonecrest Ct. Suite 100 Shelbyville, KY 40065 Fax number: 502-633-0733 Phone. 800-844-0677. DELLVERY: Delivery dates are estimates and confirmed shipment cannot be determined until all manufacturing details are known.

ProPump & Controls Inc. will make reasonable efforts to establish a delivery schedule after receipt of an executed contract and all approvals. Seller shall not be liable for special or consequential damages caused by delay in delivery. Customer agrees to execute bill and hold contract in the event of order delay.

LATE FEES Late fee of 1 1/2 % of the unpaid balance will be charged per month on all accounts which are past due, plus any collections or attorney's fees incurred in settlement of past due accounts.

LIEN: Seller retains a security interest in all products sold to buyer until the purchase price and other charges, if any, are paid in full as provided in Arbole 9 of the Uniform Commercial Code. Seller will file a Mechanics Lien or execute other documents as required to perfect the security interest in the products sold.

TAXES: State, city and local taxes are excluded from the contract price unless otherwise noted. Sales tax will be invoiced on the contract price unless written exemption is provided.

CELL MODEM: Your pump station includes one year of cell modern connection unless otherwise indicated and will automatically renew annually unless you cancel your service. You will be involced 30 days prior to renewal with NET 30 terms. Service shall be terminated for non-payment. If you choose not to renew, please notify ProPump & Controls no later than 30 days in advance of your renewal date. If service is terminated for any reason, a reconnection fee of \$375 shall apply plus any unpaid balance.

FACTORY AUTHORIZED WARRANTY: ProPump & Controls. Inc. warrants products manufactured by ProPump and associated component parts and/or tabor, for defects in materials and workmanship for a period of one year following date of installation by ProPump, but not later than fifteen months from date of involce if installed by others.

For products acids by ProPump & Controls, the but manufactured wholly by others, ProPump will extend the manufacturer's warranty to the customer, and will assist in handling warranty claims. Standard manufacturer warranties for water pumping systems are one year from date of startup by ProPump, but not later than fifteen months from date of manufacturers invoice. Provided that all installation and operation responsibilities have been properly performed, manufacturer will provide a replacement part or component during the warranty life. Repairs done at manufacturer's expense must be pre-authorized.

Continued...

Page 3 of 4



QUOTE

Quote Nor.:	C(009765
Order Date:	2/27/2025
Valid Until:	3/13/2025
Sales Person:	ROB DOYER
Reference:	
Payment Terms:	Net 30
Financing terms available upon request	t
For:	Gary Crowell

This proposal may contain equipment which requires costly means to remove and replace for service or repair, due to site conditions. ProPump & Controls will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations, unless specifically agreed to in writing on the original sales proposal. This includes the use of cranes larger than 15 tons, divers, barges, helicopters, or other unusual means. All such extraordinary costs shall be borne by the customer, regardless of the reason necessitating removal of the product from service.

ProPump & Controls, Inc., or its sub-contractors are not responsible for damage to turf or cart paths, provided that Owner's Representative has designated reasonable routes for access to the site, for vehicles including heavy trucks and cranes, and ProPump & Controls, Inc and subcontractor personnel have followed those routes. For access routes which require extraordinary means to traverse, such as wet ground or thin cart paths which may require placement of boards or steel plates to prevent damage, additional costs may be incurred if conditions are not brought to ProPump's attention prior to submitting a proposal.

Warranty may be voided in the event of any of the following.

- Default of any agreement with supplier or manufacturer.
- The misuse, abuse of the pumping equipment outside is intended and specified use.
- Falure to conduct routine maintenance.
- · Handling any liquid other then trigation water.
- · Exposure to electrolysis, erosion, or abrasion.
- Presence of destructive gaseous or chemical solutions.
- Over voltage or unprotected low voltage.
- · Unprotected electrical phase loss or phase reversal.
- TDS over 1000mg
- PH levels lower than 6.0
 Calcium hardness less than 50 mol.
- Calcium narchesis less than 50 m
 Alkalinity less than 100mo/L
- Chloride and or suitale ions greater then 50 mg/L each
- Free chlorine or use of other strong blogides.
- Langelier index from -50 to + 1.5
- Damage occurring when using control panel as service disconnect.

The foregoing constitutes ProPump & Control's sole warranty and has not nor does it make any additional warranty, whether express or implied, with respect to the pumping system or component. ProPump & Controls, Inc. makes no warranty, whether express or implied, with respect to fitness for a particular purpose or merchantability of the pumping system or component. ProPump & Controls, inc. shall not be liable to purchaser or any other person for any liability, loss, or damage caused or alleged to be caused, directly or indirectly, by the pumping system. In no event shall ProPump & Controls, inc. be responsible for incidental, consequential, or act of God damages, nor shall manufacturer's liability for damages to purchaser or any other person ever exceed the original factory purchase price.

Page 4 of 4

H SUR this c monucle monucle Mailac Mailac Mailac Monucle Mailac Monucle Mailac Monucle Mailac Monucle Mailac M	Ce Weich & Willingham, Inc. at Ave, So., 5th Floor Petensburg FL 33701 mmp & Controls, Inc. Cantu Ct ota FL 34232 RAGES CERT IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RE ISSUED OR MAY F USIONS AND CONDITIONS OF SUCH 1 TYPE OF INBURANCE COMMERCIAL GENERAL LABBLITY CLAIMS-MADE X OCCUR INL AGGREGATE LIMIT APPLIES PER POLICY PRO: LOC	TIFICA OF INS QUIREI PERTAIL	TE NUMBER: 1437975626 URANCE LISTED BELOW HA MENT, TERM OR CONDITION N, THE INSURANCE AFFOR	the policy, certain puch endorsement(Contact NAME PHONE Ext) 727-5 ADDRESS. certifica ADDRESS. certifica Insurer A : Amerin Insurer A : Amerin Insurer A : Amerin Insurer C : Tokio A Insurer F : ADDRESS ISSUED T IOF ANY CONTRAC DED BY THE POLICI	22-7777 tes@w3ins.co issurer(s).arpo ure ins. Co. ure Mutual ins Aarine Special O THE INSUR T OR OTHER ES DESCRIBE ES DESCRIBE	REVISION NUMBER: ED NAMED ABOVE FOR TH DOMES COVERAGE	727-521	-2902 -2902 19488 23396 23850 CY PERIOD VHICH THIS
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X	POUCY PRO-				1	PERSONAL & ADV INJURY	\$1,000,	
						GENERAL AGGREGATE PRODUCTS - COMPJOP AGG	\$ 2,000	
-	OTHER:					PHOODETS" COMPTOP PIGS	\$	000
AU	TOWOBILE LIABILITY		CA21186260302	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0	000
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		Cat. No. 10234X		Form W-9 (Fire, 3-20

EXHIBIT C

Contract Documents

The Contract Documents consist of:

- 1. The Construction Contract to which this exhibit is attached.
- 2. Contractor's Proposal(s).
- 3. The Construction Drawings and Specifications as prepared by: N/A
- 4. Construction Drawings: N/A

Sheet #	Sheet Title	Revision Date
1	Contractor's proposal dated 02/27/25	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		

5. Separate Specifications, if any:

N/A

6. Where applicable laws, rules, regulations, ordinances or directives differ from the Construction Documents, construction specifications, addendums and/or supplemental e-mails, if any, produced by the local jurisdiction with authority over the Project, the more stringent of which shall supersede the Construction Documents, construction specifications and addendum(s), if any.

EXHIBIT D

Change Order

Project: (Name, Address)	Contract Information: Contract for: Date:	Change Order Information: Change Order No: Date:
Owner:	Architect/Engineer:	Contractor:
(Name, Address)	(Name, Address)	(Name, Address)

The Contract is changed as follows: (Detailed description of change and, if applicable, reference and attach exhibits)

The original Contract Sum	\$
The net change from previous authorized Change Orders	\$
The Contract Sum prior to this Change Order	\$
The Contract Sum will increase by this Change Order	\$
The new Contract Sum including this Change Order will be	\$
The Contract Time will increase by () days	
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by a Construction Change Directive until the cost and time have been agreed to 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 OWNER AND CONTRACTOR

OWNER: (Name)

CONTRACTOR: (Name)

By:
Name/Title:
Date:

EXHIBIT E

Partial Conditional Waiver

I/we, **ProPump & Controls** ("Lien Claimant"), have a contract with **Sun Communities Finance, LLC** ("Client") to complete a **New 100 HP Pump** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** ("Property") and having been paid in the amount of \$______ hereby, the Lien Claimant's construction lien rights are waived and released against the Property to the amount of \$______, for labor/materials provided through _______ (date).

This waiver, together with all previous waivers, if any, <u>(circle one) does/does not</u> cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

	ProPum By:	p & Controls M.Conn
		authorized signer)
Address: 30 Stonecrest Ct. Shelbyville, KY 40065	_{Name:} Kelly M Conn	
,		thorized signer and title)
Telephone: (502) 633-0677	Signed on:	
Signed and sworn before me this	day of	, 20
(Signature of Notary Public)		
Notary Public in the County of My Commission Expires:		
Acting in the County of	, State of	

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY FOR YOUR RECORDS

EXHIBIT F

Partial Unconditional Waiver

I/we, ProPump & Controls ("Lien Claimant"), have a contract with Sun Communities Finance, LLC ("Client") to complete a New 100 HP Pump for the improvement of the property described as Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159 ("Property") and having been paid in the amount of \$______ hereby, the Lien Claimant's construction lien rights are waived and released against the Property to the amount of \$______, for labor/materials provided through (date).

This waiver, together with all previous waivers, if any, <u>(circle one) does/does not</u> cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

	ProPum	p & Controls
		M.Conn
	(Signature of	authorized signer)
Address: 30 Stonecrest Ct. Shelbyville, KY 40065	_{Name:} Kelly M Co	nn
•	(Printed name of au	thorized signer and title)
Telephone: (502) 633-0677		
	Signed on:	
Signed and sworn before me this	day of	, 20
(Signature of Notary Public)		
Notary Public in the County of My Commission Expires:		
Acting in the County of		

DO NOT SIGN BLANK OR INCOMPLETE FORMS - RETAIN A COPY FOR YOUR RECORDS

EXHIBIT G

Full Conditional Waiver

I/we, **ProPump & Controls** ("Lien Claimant"), have a contract with **Sun Communities Finance, LLC** ("Client") to complete a **New 100 HP Pump** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** ("Property") and having been fully paid in the amount of <u>\$31,355.46</u> and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to Lien Claimant for contract improvement provided through the date shown above.

This waiver is conditioned upon actual payment of the amount shown above.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

	By:	ProPump & Co Kelly M	Conn
Address: 30 Stonecrest Ct. Shelbyville, KY 40065	Name	(Signature of author Kelly M Conn	
Telephone: (502) 633-0677	·	inted name of authori n:	- ,
	·		
Signed and sworn before me this	_day of		, 20
(Signature of Notary Public)			
Notary Public in the County of My Commission Expires: Acting in the County of			

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORD

EXHIBIT H

Full Unconditional Waiver

I/we, **ProPump & Controls** ("Lien Claimant"), have a contract with **Sun Communities Finance, LLC** ("Client") to complete a **New 100 HP Pump** for the improvement of the property described as **Water Oak Country Club Estates, 216 Magnolia Drive, Lady Lake, FL 32159** ("Property") and having been fully paid in the amount of <u>\$31,355.46</u> and satisfied, all of Lien Claimant's construction lien rights against the Property are hereby waived and released.

The person signing this waiver represents and warrants to the Client that (i) he or she is duly authorized and has legal capacity to execute and deliver this Waiver on behalf of the Lien Claimant, (ii) the execution and delivery of this Waiver and the performance of the Lien Claimant's obligations hereunder have been duly authorized, and (iii) this Waiver is a valid and legal agreement binding on the Lien Claimant and enforceable in accordance with its terms.

Pursuant to state law, if applicable, if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of intention to lien, or its equivalent, from the Lien Claimant or if the Lien Claimant is not required to provide one, and the owner, lessee, or designee has not received this Waiver directly from the Lien Claimant, the owner, lessee, or designee may not rely upon it without authentication by Lien Claimant.

Address: 30 Stonecrest Ct.	ProPump & Controls By: Kelly M.Conn (Signature of authorized signer) Kelly M Conn				
Shelbyville, KY 40065 Telephone: (502) 633-0677	,	authorized signer and title)			
Signed and sworn before me this (Signature of Notary Public)	day of	, 20			
Notary Public in the County of My Commission Expires: Acting in the County of					

DO NOT SIGN BLANK OR INCOMPLETE FORMS – RETAIN A COPY FOR YOUR RECORD

Lien Waiver Review Checklist

1. Waivers	Checked
1.1 Contractor only to submit Partial Conditional Waiver with first pay application	
1.2 Partial Unconditional Waivers for all subsequent pay applications	
1.2.1 Waivers needed from contractor and all subcontractors and suppliers listed on	
prior Sworn Statement	
1.2.2 Company name must match exactly	
1.2.3 Date must be same or more recent than the date of last pay application	
1.2.4 Amount must be equal or greater than what shown on last sworn statement	
1.2.5 Circle "Does" in second paragraph	
1.3 Verify Partial Unconditional Waiver for general contractor is on file	
1.4 For final pay application (including release of retainage):	
1.4.1 Full Unconditional Waivers for contractor and all subcontractors/suppliers listed on	
any sworn statement	
1.4.2 Company name must match exactly	
1.4.3 Verify all waivers are notarized	
1.4.4 Dates must be same or more recent than the date of last pay application	

EXHIBIT M

Application for Payment

(Forms on following pages.)

Payment Application Review Checklist

In addition to the Application for Payment (G702) and Continuation Page (G703),

the following documents (unless dictated by statute) must be submitted with each application for payment to constitute a complete **Payment Application Packet**.

Docur	nent List – First and Subsequent Payment Requests	Checked
1.	Sworn Statement in the form (<u>Exhibit O</u>)	
2.	With the 1 st pay application - Partial Conditional Lien Waiver from the Contractor (<u>Exhibit E</u>)	
3.	Starting with the 2 nd pay application – Partial Unconditional Lien Waivers from the Contractor, all 1 st tier subcontractors, suppliers, and contracted labor included in the prior pay application (<u>Exhibit F</u>)	
4.	Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	
Decur	nent List Final Dayment Deguest	Checked
	nent List – Final Payment Request	Checked
1.	Sworn Statement in the form (<u>Exhibit O</u>)	
2.	Final Certificate of Occupancy or other document issued by the governmental agency	
3.	All maintenance and operating manuals	
4.	Any guarantees or warranties required by the Contract Documents	
5.	Final Payment Receipt and Release (Exhibit N)	
6.	Full Conditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit G</u>)	
7.	Full Unconditional Waivers from the Contractor, subcontractors, suppliers, venders and contracted labor (<u>Exhibit H</u>) should be delivered 10 days after final payment	
8.	Any additional information that may be requested by Owner or Lender to prove Contractor has paid subcontractors, suppliers, and/or contracted labor	

 $\overset{\mathsf{N}}{\mathfrak{G}}$

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

	PROJECT:	APPLICATION NO.: Distribution to: PERIOD TO: OWNER PROJECT NOS.: ARCHITECT CONTRACTOR			
	VIA ARCHITECT:	CONTRACT DATE:			
		The undersigned Contractor certifies that to the best of the Contractor's knowledge, infor mation 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 pay ments received from the Owner, and that current payment shown herein is now due			
		CONTRACTOR:			
		By: Date:			
		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 da comprising this application, the Architect certifies to the Owner that to the best of th Architect's knowledge, information and belief the Work has progressed as indicated, th			
\$		quality of the Work is in accordance with the Contract Documents, and the Contracto is entitled to payment of the AMOUNT CERTIFIED.			
ETAINAGE		AMOUNT CERTIFIED			
ð		(Attach explanation if amount certified differs from the amount applied for. Initia			
ADDITIONS	DEDUCTIONS	all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)			
		ARCHITECT:			
		By: Date:			
		This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Cor			
		tractor named herein. Issuance, payment and acceptance of payment are withou prejudice to any rights of the Owner or Contractor under this Contract.			
	vn below, in connect , is attached. \$ 2)\$ DATE\$ \$ \$ \$ \$ R PAYMENT \$ \$ ETAINAGE \$	VIA ARCHITECT: ATION FOR PAYMENT vn below, in connection with the Contract. , is attached. 2) \$			

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

APPLICATION NO.:

PERIOD TO:

APPLICATION DATE:

ARCHITECT'S PROJECT NO .:

OF PAGES PAGE

AIA Document G702, APPLICATION AND CERTIFICATE 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.

A	В	с	D	E	P	G		Н	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE) RATE)
			(20 + 20)		D OK E)				
				,					



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G703-1992

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EXHIBIT O

Sworn Statement

(Form on following pages.)

SWORN STATEMENT CHECKLIST

	Checked
1.1 Verify that Owner, Period, and Application Number are correct	
1.2 Verify statement is signed and notarized	
1.3 Verify the balances in all columns match	
1.3.1 Total Contract Price matches	
1.3.2 Change Orders match	
1.3.3 Total Adjusted Contract Price matches	
1.3.4 Amount Already Paid matches	
1.3.5 Amount Currently Owed matches	
1.3.6 Total Retention Withheld matches	
1.3.7 Balance to Complete matches (balance may be minus retainage)	
1.3.8 Anyone who has submitted a NTO must be listed and provide a lien waiver	
1.4 Owner's Representative has reviewed and approved the Sworn Statement.	

SWORN STATEMENT FOR CONTRACTOR OR SUBCONTRACTOR

Project.		
Owner.		
Contractor's Name:		
Period From:		
Request No	Application #1	

STATE OF MICHIGAN, COUNTY OF

____being duly sworn deposes and says:

1) That _____

is the General Contractor for an improvement to the following described real property situated in ______ County, State of Michigan, described as follows:

2) That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, whith whom the General Contractor has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

No.	Name of Subcontractor	Improvement Furnished	Original Contract / Budget	Change Orders	Adjusted Contract	Amount Already Paid	Amount Currently Owing	Total Retention Withheld	Balance to Complete	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Due but unpaid
				-							
	TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.

3) That the contractor has not porcured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.
4) Deponent further says that he or she makes the foregoing statement as the General Contractor or as _______ of the General Contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, ecxept as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to the Lien Statute for the State of ______ as amended.

WARNING TO DEPONENT: A PERSON WHO WITH INTENT TO DEFRAUD BIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED FOR IN THE LIEN STATUTE FOT THE STATE OF TEXAS AS AMENDED.

Date:

Subscribed and sworn to before me this _____ day of _____, 2011.

______Notary Public, State of ______County acting in _____County acting in ______Notary Expires ______Notary Public, State of ______Notary Public, State of

WAT New 100HP Pupmp - ProPump and Controls 03 04 25 Signed

Final Audit Report

2025-03-06

Created:	2025-03-06
By:	Leah Meray (Imeray@suncommunities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsJEvoedrdXjRFtXsPRyNcz86Ckr7Pdlg

"WAT New 100HP Pupmp - ProPump and Controls 03 04 25 Sig ned" History

- Document created by Leah Meray (Imeray@suncommunities.com) 2025-03-06 - 8:09:06 PM GMT- IP address: 69.14.167.220
- Document emailed to Amy Herndon (aherndon@suncommunities.com) for signature 2025-03-06 - 8:09:44 PM GMT
- Email viewed by Amy Herndon (aherndon@suncommunities.com) 2025-03-06 - 11:07:52 PM GMT- IP address: 161.123.81.203
- Document e-signed by Amy Herndon (aherndon@suncommunities.com) Signature Date: 2025-03-06 - 11:09:01 PM GMT - Time Source: server- IP address: 97.97.39.58
- Agreement completed.
 2025-03-06 11:09:01 PM GMT



BILL TO:

Water Oak Country Club Estates 216 Magnolia Dr Lady Lake FL 32159-3238 United States of America

SHIP TO: Water Oak Country Club Estates 216 Magnolia Dr Lady Lake FL 32159-3238 United States of America

CUSTOMER REF. NUMBER

TERMS Net 30 Days CONTACT

SCOPE OF WORK:

Date of Service : 2/12/25 - Reference Quote QO09671

ProPump & Controls provided labor and materials for the following:

Pulled 100HP deep well pump to assess and gather info and specs to quote a replacement.

Quoted \$4,804.00 (plus tax) ITEM	EXTENDED PRICE
Labor & Travel	2,304.00
Rental	2,500.00

REMIT TO:	PROPUMP & CONTROLS, INC.,30 Stonecrest Ct, Suite 100, Shelbyville, Ky 40065	Sub Total:	4,804.00
	***Late Fees of 1.5% will be charged per month	Tax Total:	336.28
on all accounts Please note th	on all accounts that are past due	Total (USD):	5,140.28
	Please note that all invoices paid by Credit Card are	Less Deposit	0.00
	subject to a 2.8% convenience fee without prior agreement.	Balance Due	5,140.28

Invoice

Reference No.: Date: Due Date: Customer ID:

IN008303 24-Feb-2025 26-Mar-2025 WATEROA