Fill in this information to identify the case:

Debtor 1 Ascend Elements, Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 26-90440

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

CEI Michigan, LLC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**

✓ No

Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Jackson Walker LLP c/o Zachary McKay
Name

1401 McKinney Street, Suite 1900
Number Street

Houston TX 77010
City State ZIP Code

Contact phone (713) 752-4261

Contact email zmckay@jw.com

Where should payments to the creditor be sent? (if different)

CEI Michigan, LLC c/o Kristine Cook Lindsey
Name

P.O. Box 310
Number Street

Hamburg MI 48139
City State ZIP Code

Contact phone (810) 900-6909

Contact email kcook@ceigroupllc.com

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

_ _

4. **Does this claim amend one already filed?**

No

X Yes. Claim number on court claims registry (if known) 17 (correcting creditor name) Filed on 7/17/26
MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

✓ No

Yes. Who made the earlier filing? _____

26904402607170000000000013

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
✓ No
Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 819,791.87 . **Does this amount include interest or other charges?**
_ No
✓ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Work, labor, and materials furnished

9. **Is all or part of the claim secured?**
No
✓ Yes. The claim is secured by a lien on property.

Nature of property:
✓ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
_ Motor vehicle
Other. Describe: _____

Basis for perfection: Recorded Mechanic's and Materialman's Lien Statement
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $ _____
Amount of the claim that is secured: $ 819,791.87
Amount of the claim that is unsecured: $ 819,791.87 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $ 819,791.87

Annual Interest Rate (when case was filed) 6.00 %
✓ Fixed
_ Variable

10. **Is this claim based on a lease?**
✓ No
_ Yes. **Amount necessary to cure any default as of the date of the petition.** $ _____

11. **Is this claim subject to a right of setoff?**
✓ No
_ Yes. Identify the property: _____

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

✓ No

Yes. *Check one:*

	Amount entitled to priority
Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

✓ I am the creditor.

— I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

— I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/15/2026
MM / DD / YYYY

Kristine Cook Lindsey
Signature

Print the name of the person who is completing and signing this claim:

Name: Kristine Cook Lindsey
First name Middle name Last name

Title: Vice President

Company: CEI Michigan, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: P.O. Box 310
Number Street

Hamburg MI 48139
City State ZIP Code

Contact phone (810) 900-6909 Email kcook@ceigroupllc.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	§	
	§	Chapter 11
ASCEND ELEMENTS, INC., *et al*.[1]	§	Case No. 26-90440 (CML)
Debtor.	§	
	§	

ADDENDUM TO SECURED PROOF OF CLAIM OF CEI MICHIGAN, LLC

CEI Michigan, LLC ("Claimant") submits the following in support of its proof of claim (the "Proof of Claim"). This Addendum provides greater specificity as to the nature of Claimant's Claim (as defined below).

A. Background

1. On April 9, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

2. Claimant is CEI Michigan, LLC, a Michigan limited liability company with its principal office at P.O. Box 310, Hamburg, Michigan 48139. Turner-Kokosing Joint Venture ("TKJV"), a joint venture composed of Turner Construction Company (a New York corporation) and Kokosing Industrial, Inc. (an Ohio corporation), served as general contractor and agent for Ascend Elements, Inc. ("Ascend") on the project known as "Ascend Elements Apex 1" located at 6505 John Rivers Road, Hopkinsville, Christian County, Kentucky 42266 (the "Property"). Ascend is the record owner of the Property, having acquired it by deed dated November 16, 2022, recorded in Deed Book 797, Page 420, in the Office of the Christian County Clerk.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Ascend Elements, Inc. (2893) and Ascend Elements US, LLC (8309). The location of the Debtors' service address is: 133 Flanders Road, Westborough, MA 01581.

3. On or about April 6, 2023 (fully executed by May 30, 2023), Claimant and TKJV entered into Subcontract Agreement No. 4700181587 (the "Subcontract"), pursuant to which Claimant agreed to serve as the roofing subcontractor for the Extraction, Crystallization and Leaching Buildings at the Apex 1 project (the "Project"), for a Lump Sum contract price of $5,740,225.00. Pursuant to the Subcontract, Claimant furnished labor, materials, and equipment for the improvement of the Property. The last date that Claimant furnished labor and/or materials to the Property was November 7, 2024.

4. Despite Claimant's diligent performance under the Subcontract, TKJV fell behind on payment of Claimant's invoices and failed to pay amounts due and owing despite demand. A payment of $2,569.52 was received on March 3, 2025, which, under the terms of Claimant's claim, is to be applied first to accrued interest before application to principal.

5. On January 31, 2025, within 120 days of the last date labor and/or materials were furnished to the Property as required by KRS 376.080(3), Claimant's counsel served a Notice of Intent to Claim Statutory Lien pursuant to KRS 376.010(4) and KRS 376.080(3) upon Ascend (as owner) and TKJV (as contractor), advising of a statutory lien claim in the amount of $819,791.87, plus interest, fees, and costs. The $819,791.87 claim amount is composed of: (a) pending change orders totaling $79,486.58; (b) earned unbilled retainage of $280,678.64; and (c) two open billings totaling $459,626.65.

6. On March 4, 2025, within six months of the last date labor and/or materials were furnished to the Property as required by KRS 376.080, Claimant, through its attorney and agent, properly filed and recorded a Mechanic's/Materialman's Lien Statement (the "M&M Lien") in the Office of the Christian County (Kentucky) Clerk, Book 8, Pages 77–79, Document No. 10062254, pursuant to KRS 376.010 and KRS 376.080, encumbering all right, title, and interest of Ascend

Elements, Inc. in the Property, securing payment of $819,791.87 (the "Lien Amount"), with interest at six percent (6%) per annum from November 7, 2024 (the last date labor and/or materials were furnished) until paid, as authorized by KRS 376.010, plus the cost of filing the lien statement, all costs of enforcement, and attorneys' fees to the extent authorized by contract or statute. Concurrently with recording, Claimant served notice of the filing on Ascend and TKJV as required by KRS 376.080(1).

7. A copy of the recorded M&M Lien is attached hereto as **Exhibit A**. A copy of the Notice of Intent to Claim Statutory Lien related to the M&M Lien, which contains a detailed calculation of the total accrued indebtedness (the "Indebtedness") is attached hereto as **Exhibit B.**

8. On May 9, 2025, Claimant intervened as Intervening Plaintiff in a pending action in Christian Circuit Court (Commonwealth of Kentucky) captioned *Turner-Kokosing Joint Venture, Turner Construction Company, and Kokosing Industrial, Inc. v. Ascend Elements, Inc., et al.*, Case No. 25-CI-00120, Division Two, by filing an Intervening Complaint asserting five counts: Count I (Suit on an Account), Count II (Breach of Contract), Count III (Promissory Estoppel/Reliance), Count IV (Quantum Meruit/Unjust Enrichment), and Count V (Enforcement of Statutory Lien pursuant to KRS 376.110, *et seq.*). In that action, Claimant seeks judgment for $819,791.87 plus prejudgment interest under KRS 360.010, costs, and enforcement and foreclosure of its M&M Lien with judicial sale of the Property, and asks the court to adjudicate lien priority among numerous other lien claimants. The state court action is presently stayed as to Ascend Elements, Inc. pursuant to 11 U.S.C. § 362. A copy of the Intervening Complaint is attached hereto as **Exhibit C**.

9. Claimant asserts that its M&M Lien is valid, perfected, and enforceable under Kentucky law (KRS Chapter 376) to secure payment to Claimant of $819,791.87, plus interest

accruing at six percent (6%) per annum pursuant to KRS 376.010 from November 7, 2024, subject to a credit of $2,569.52 paid March 3, 2025 (applied first to accrued interest before application to principal), plus the cost of filing the M&M Lien, all costs of enforcement, and attorneys' fees to the extent authorized by contract or statute. Interest continues to accrue under KRS 376.010 through the Petition Date.

10. As such, Claimant holds a valid secured claim in the amount of the Indebtedness against all right, title, and interest of Ascend Elements, Inc. in the Property, legally described as Parcel I (Lot 1) and Parcel II (Lot 2) of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519, Christian County, Kentucky Clerk's Records, including but not limited to any personal property, improvements, betterments, fixtures, trade fixtures, equipment, and contents located thereon.

11. The Indebtedness does not yet include post-petition interest, attorneys' fees, or costs, but to the extent that Claimant is oversecured, Claimant intends to amend and/or supplement this Proof of Claim and the Indebtedness amount to assert all such amounts as are allowed pursuant to 11 U.S.C. § 506(b). To the extent the value of the Property exceeds the value of Claimant's secured claim, the claim includes all rights to additional interest, fees, and damages in respect thereof.

12. Claimant further reserves all rights regarding the priority of its M&M Lien vis-à-vis the numerous other M&M lien claimants and other lienholders who have recorded liens against the Property in Christian County, Kentucky. Lien priority has not yet been adjudicated in the Kentucky action, and Claimant reserves all arguments and defenses with respect thereto.

13. Claimant further reserves all rights to any valid claims, rights, remedies, defenses or causes of action held by the Claimant arising under their applicable agreements with TKJV or

otherwise and to commence and/or continue all actions or proceedings outside of these chapter 11 proceedings other than against the Debtors with respect to such claims, rights, remedies, defenses or causes of action.

B. Amendment to Proof of Claim

14. Claimant hereby reserves its right to amend or supplement this Proof of Claim from time to time to, among other things, recharacterize in any manner the claims set forth herein, refine amounts owing, and/or reflect any additional amounts owing from the Debtors, and to include herein any further relevant information.

C. NO ADMISSIONS AND RESERVATION OF RIGHTS

15. All exhibits are incorporated into this Addendum by reference, and this Addendum is incorporated into the Proof of Claim by reference. The Debtors should already be in possession of all documents and invoices in support of the Indebtedness. Documentation in support of this Proof of Claim is in the possession of Claimant. Such documentation and requests for further documentation or additional information should be directed to counsel for Claimant.

16. The assertion of the claim herein by Claimant is not a concession or admission as to the correct characterization or treatment of such claim, nor a waiver of any rights of Claimant. The execution and filing of this Proof of Claim does not constitute: (a) a waiver or release of Claimant's rights against any other entity or person liable for or any other source of recovery in connection with all or part of the claim; (b) a consent by Claimant to the jurisdiction of this Court with respect to any proceeding commenced against or otherwise involving Claimant; (c) a consent by Claimant to the treatment of any non-core claim against it as a core claim; (d) a waiver, release or limitation of Claimant's right to have any and all final orders in any and all non-core matters or proceedings entered only after de novo review by a United States District Court Judge; (e) a waiver

of the right to move to withdraw the reference with respect to the subject matter of the claim or otherwise; (f) a waiver of any right to the subordination, in favor of Claimant, of indebtedness or liens held by other creditors of the Debtors; (g) an election of remedies that waives or otherwise affects any other remedies; (h) a waiver of defaults; (i) a waiver or limitation on any rights, remedies, claims, counterclaims, defenses (procedural or substantive) or interests, including any rights to claim specific assets or any other rights or rights of action that Claimant has or may have against the Debtors, TKJV, any non-debtor obligor, or other entity or person liable for all or part of the claim described herein; (j) a waiver of any right to arbitration or other alternative dispute resolution mechanism that is otherwise applicable; (k) a waiver of any rights that Claimant may have pursuant to section 506(b) of the Bankruptcy Code; or (l) a waiver of any additional claims or other rights that Claimant may have against the Debtors.

17. Claimant, on behalf of itself, expressly: (a) reserves all legal, equitable and contractual rights against all parties (including the Debtors, TKJV, or any other person that is or may become a debtor) with respect to the claim and otherwise and does not waive any right or remedy of Claimant, including without limitation any right to any security held by or for it, or any right to claim an interest in specific assets or any other rights or causes of action that it has or may have against the Debtors, TKJV, or any other person or persons, and expressly reserves all such rights; (b) reserves the right to file additional proofs of claim and to amend, supplement or modify this Proof of Claim in any respect and at any time, including without limitation by (i) specifying the dollar amount of any part of the claim that is not stated in specific amounts herein, (ii) specifying the amount of fees, costs, and charges owed to Claimant to the extent not set forth herein, (iii) specifying additional interest, fees, costs, or charges arising prior or subsequent to the date of confirmation of any plan of reorganization, or (iv) restating the amount of any portion of

the claim; and (c) reserves the right to assert that all or any part of the claim described herein is a postpetition administrative expense entitled to priority under sections 503, 507(a)(2) and 507(b) of the Bankruptcy Code, including, but not limited to, costs and expenses (including attorneys' fees and disbursements) incurred by Claimant that remain unpaid.

18. Claimant expressly reserves all such claims, rights, and remedies against TKJV and any other non-debtor party in full, without limitation.

19. To the extent that the Debtors assert any claims against Claimant, Claimant reserves its rights to assert that any such claim is subject to rights of setoff and/or recoupment, whether or not arising under the transactions set forth in this Proof of Claim, which rights are treated as secured claims under the Bankruptcy Code, or state and federal laws of similar import as well as in equity.

20. Nothing in this Proof of Claim shall be deemed an admission by Claimant. Claimant expressly reserves the right to withdraw all or any part of the claim as if it had never been filed. No judgment has been rendered on the claims set forth in this Proof of Claim.

TILFORD DOBBINS & SCHMIDT PLLC

Thomas D. Murphy, II
Email: tmurphy@tilfordlaw.com

734 West Main Street, Suite 200
Louisville, Kentucky 40202
Direct Telephone: (502) 753-0241
Fax: (502) 589-4168

January 31, 2025

Via Certified Mail, Return Receipt Requested (separate envelopes)

Ascend Elements, Inc.
133 Flanders Rd
Westborough, MA 01581
and
Ascend Elements, Inc.
c/o Cogency Global Inc., Registered Agent
828 Lane Allen Rd., Ste. 219
Lexington, KY 40504

Re: Project: **Ascend Elements, Apex 1**
6505 John Rivers Road, Hopkinsville, Christian County, Kentucky 42266
Owner: **Ascend Elements, Inc.**
Contractor/Agent: **Turner-Kokosing Joint Venture**
Subcontractor/Claimant: **CEI Michigan, LLC**
Statutory Lien Claim: **$819,791.87 plus interest, fees and costs**

NOTICE OF INTENT TO CLAIM STATUTORY LIEN

Dear Owner:

Please be advised that this office represents CEI Michigan, LLC ("CEI") of P.O. Box 310, Hamburg, MI 48139. CEI entered into an agreement with your Agent and/or Contractor, Turner-Kokosing Joint Venture ("Turner-Kokosing"), of 28 N. St. Clair Street, Suite 200, Toledo, OH 43604, for the furnishing of labor, materials and/or services to the premises for the improvement of real property owned by your company, Ascend Elements, Inc., the commercial property being

located generally at 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266 (the "Property").

CEI has furnished labor, services, and/or materials pursuant to its agreement with Turner-Kokosing, in the performance of its agreement for the Property. The labor, services, and/or materials were furnished during the period concluding November 7, 2024, within 120 days prior to the date of this Notice, for which there remains due and payable a contract/account balance in the sum of $819,791.87, as reflected on the attached documents. This is composed of

Pending change order total value	79,486.58
Earned unbilled retainage	280,678.64
Total of 2 open billings	459,626.65
	819,791.87

Turner-Kokosing has failed to pay the amounts due per the terms of its agreement with CEI. Copies of additional supporting documentation for the claim are available upon receipt of a written request directed to my attention.

The purpose of this letter is to notify your company, pursuant to KRS 376.010(4), as the owner of the real property improved by the labor, services, and/or materials furnished, that CEI is asserting its right to claim a lien against the real property improved by the labor, services and/or materials furnished under its agreement with Turner-Kokosing. The property affected by this inchoate lien claim is located generally at 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266 , a specific description of the tract appearing in the document recorded at Deed Book 797, Page 420, as recorded in the Office of the County Clerk of Christian County, Kentucky.

The failure to address and resolve this claim by Turner-Kokosing or your company will result in the recording of a Mechanic's/Materialman's Lien Statement in the Office of the County Clerk of Christian County, Kentucky, to permit CEI to perfect a statutory lien against the subject real property and improvements thereon. That perfected statutory lien will secure the present balance due, together with statutory interest, costs, and/or attorneys' fees to the extent authorized by contract or statute.

I would be pleased to review this matter with you or your counsel at your convenience.

Sincerely,

CEI Michigan, LLC

By: Thomas D. Murphy, II
Attorney and Agent

Enclosure

cc: Turner-Kokosing Joint Venture
28 N. St. Clair Street, Suite 200
Toledo, OH 43604

and

Turner-Kokosing Joint Venture
c/o CT Corporation System
306 West Main Street, Suite 512
Frankfort, KY 40601

CEI Michigan, LLC

\\ACKERSON7\file-net\tmurphy\Documents 25\CEI Turner-Kokosing (Ascend) KRS 376_010(4) letter.docx

Security Risk: Your organization has only one Enterprise Administrator setup and this poses a security risk. You can read more about security best practices here Take Action

ORACLE Textura Payment Management

Project Home | My Contract | Compliance | Subcontracts | Project Setup | Project Tools

Project Home

Overview

Payment Summary

My Contract Value: 5,613,573.00

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Paid: 4,873,267.72 | Pending Payment: 459,626.64 | On Hold: 0.00 | Retained: 260,678.64 (5.00%) | Balance: 280,678.64

Draws

In Progress | Completed

Open Draws (0)

This contract has no Open Draws. An email will be sent when a draw is initiated.

Submitted Draws (2)

Draw 24 (Draw 24 0924)
Period: 01-Sep-2024 to 30-Sep-2024
Due Date: 19-Sep-2024
Approved
5,132.39
Net Invoice Amount
Print Draw Documents More

Draw 25 (Draw 25 1025)
Period: 01-Oct-2024 to 31-Oct-2024
Due Date: 22-Oct-2024
Approved
454,494.25
Net Invoice Amount
Print Draw Documents More

Case 26-90440 Claim 17-2 Part 2 Filed 07/17/26 Desc POC Addendum Page 11 of 17

C/O	OWNER	PHS	CST	TY	DESCRIPTION	UPDATED J/C	<----- QUANTITY	U/M	CHANGE ESTIMATES AMOUNT	INCOME
CONTRACT:123013			ASCEND			JOB: 123013	ASCEND		CUSTOMER: 960500	TURNER CONSTRUCTI
1	5		PCO181 274 287 318 ect			REQUESTED:	-605,067.00	06/20/2024	APPROVED: -605,067.00	06/28/2024
			CHANGE ORDER TOTAL:						0.00	-605,067.00
2	P		CUT CURBS HOLE FLASH DWN			REQUESTED:	15,449.58	08/20/2024		
			CHANGE ORDER TOTAL:						0.00	15,449.58
3	P		CUT CURB HOLE FLASH DWNT			REQUESTED:	18,476.00	08/20/2024		
			CHANGE ORDER TOTAL:						0.00	18,476.00
4	P		CUT CURBS, HOLE FLASH,			REQUESTED:	7,545.00	09/03/2024		
			CHANGE ORDER TOTAL:						0.00	7,545.00
5						REQUESTED:	0.00	09/04/2024		
			CHANGE ORDER TOTAL:						0.00	0.00
7	7		STORM DAMAGE			REQUESTED:	478,415.00	10/15/2024	APPROVED: 478,415.00	10/23/2024
			CHANGE ORDER TOTAL:						0.00	478,415.00
8	P		CUTTING IN CURBS			REQUESTED:	38,016.00	01/17/2025		
			CHANGE ORDER TOTAL:						0.00	38,016.00

		INCOME
CONTRACT: 123013	TOTAL APPROVED CHANGE ORDERS:	-126,652.00
	TOTAL PENDING CHANGE ORDERS:	79,486.58

*** End Of Report ***

Case 26-90440 Claim 17-2 Part 2 Filed 07/17/26 Desc POC Addendum Page 12 of 17

Tilford Dobbins & Schmidt, PLLC
734 West Main Street, Suite 200
Louisville, KY 40202

CERTIFIED MAIL®

LOUISVILLE KY 400
3 FEB 2025 PM 4 L

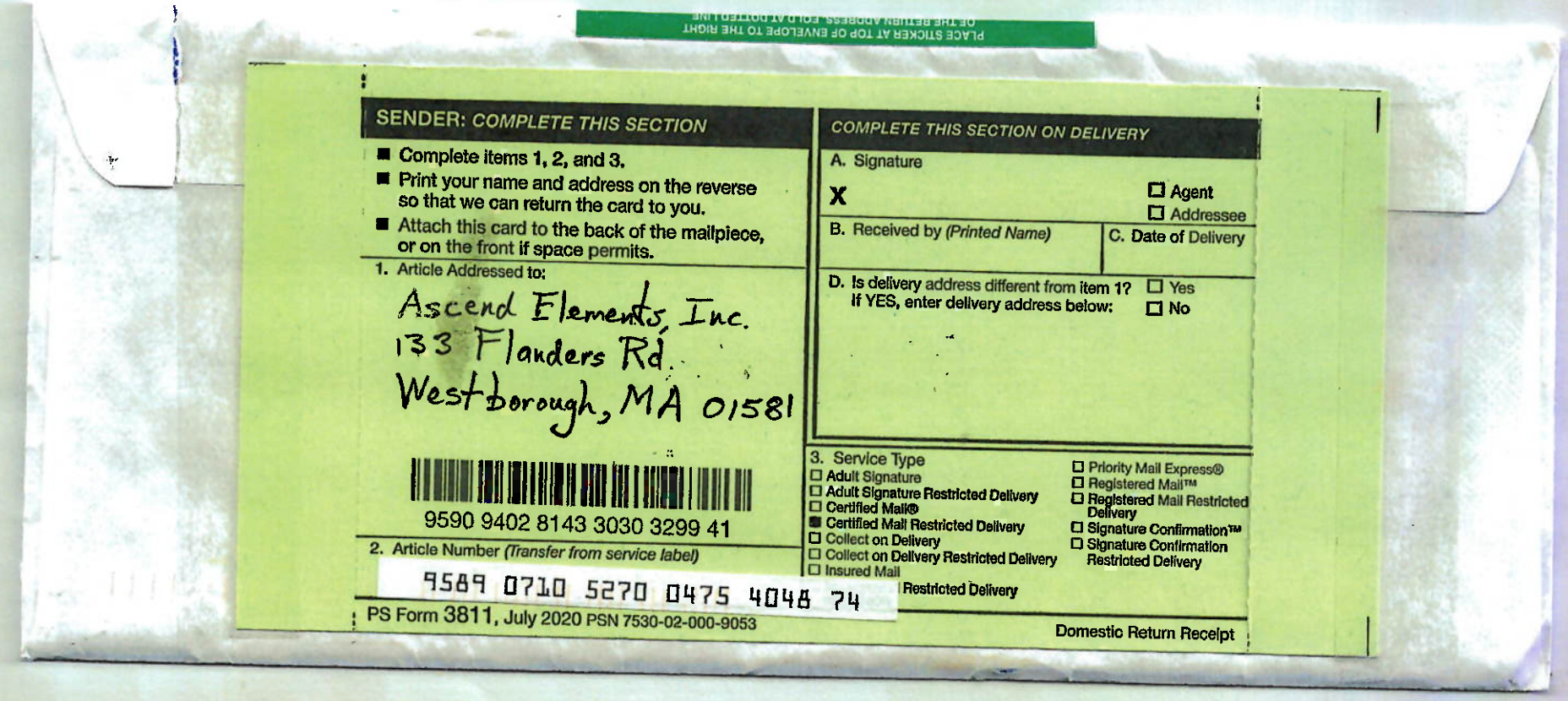
9589 0710 5270 0475 4048 74

FP US POSTAGE
$01[illegible].82º
First-Class - IMI
ZIP 40202
01/31/2025
036B 0011823667

Ascend Elements, Inc.
133 Flanders Rd
Westborough, MA 01581

01581-103133

Case 26-90440 Claim 17-2 Part 2 Filed 07/17/26 Desc POC Addendum Page 13 of 17



PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Ascend Elements, Inc.
133 Flanders Rd.
Westborough, MA 01581

9590 9402 8143 3030 3299 41

2. Article Number *(Transfer from service label)*

9589 0710 5270 0475 4048 74

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ■ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Filed: 09/04/2025 01:58:39 PM
BK 8 PG 77 - 79 (3) DOC# 10062254
Melinda A. Humphries, County Clerk
Christian County, KY
Received By: Y. WICKHAM
Transfer Tax Paid: $0.00

MECHANIC'S/MATERIALMAN'S LIEN STATEMENT

The undersigned, Thomas D. Murphy, II, states that he is the Attorney and Agent for **CEI Michigan, LLC**, a Michigan limited liability company, of P.O. Box 310, Hamburg, MI 48139, and that he is authorized to make this sworn statement on behalf of the company, and to serve as its Agent for Service of Process in any action affecting the statutory lien asserted herein.

At the special instance and request of and by contract with Turner-Kokosing Joint Venture of 28 N. St. Clair Street, Suite 200, Toledo, OH 43604, as the contractor and agent for Ascend Elements, Inc., a Delaware corporation, of 133 Flanders Rd., Westborough, MA 01581, the record owner of the property hereinafter described, the Claimant, **CEI Michigan, LLC**, has furnished services, labor and/or materials for the improvement of the property described below. There is due to the Claimant for said labor and/or materials the sum of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), against which there are no just credits or off-sets known to the Claimant.

The property improved by the aforesaid labor and/or materials furnished by the Claimant is located in Christian County, Kentucky, is generally known as 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266, and is more particularly described as follows:

Parcel I:

Lot 1 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.

Parcel II:

Lot 2 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.

BEING the same property conveyed to **Ascend Elements, Inc.**, a Delaware corporation, by deed dated November 16, 2022, of record in Deed Book 797, Page 420 in the Office of the County Clerk of Christian County, Kentucky.

The undersigned states that the Claimant, **CEI Michigan, LLC**, has, claims and hereby asserts a Mechanic's/Materialman's Lien on all right, title and interest of **Ascend Elements, Inc.**, the owner of the afore-described property, in and to the above-described real estate and improvements thereon, to secure said Claimant in the payment of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), with interest at the rate of six percent (6%) per annum pursuant to KRS 376.010 from November 7, 2024, the last date upon which said labor and/or materials were furnished, until paid; for the cost of filing this Lien Statement; for all costs incurred in enforcing the statutory lien of the Claimant; and for all attorneys' fees incurred to the extent authorized by contract or statute.

Thomas D. Murphy, II
Attorney and Agent for
CEI Michigan, LLC

COMMONWEALTH of KENTUCKY |
| SS:
COUNTY OF JEFFERSON |

The foregoing Mechanic's/Materialman's Lien Statement was subscribed and sworn to before me by Thomas D. Murphy, II, as Attorney and Agent for **CEI Michigan, LLC**, this 10th day of February, 2025.

DAVID B. BLANDFORD
Notary Public, Notary ID # KYNP62576
State at Large, Kentucky
My commission expires 11/08/2027

My commission expires:

Notary Commission No.:

Notary Public, State-at-Large, KY

Clerk: Return Document to Preparer (Murphy)

THIS INSTRUMENT PREPARED BY:

Thomas D. Murphy, II
TILFORD DOBBINS & SCHMIDT, PLLC
734 West Main Street, Suite 200
Louisville, KY 40202
(502) 753-0241
e-mail: TMurphy@tilfordlaw.com

CERTIFICATE OF SERVICE

Pursuant to KRS 376.080(1), it is hereby certified that on this 27th day of February, 2025. a copy of this Mechanic's/Materialman's Lien Statement was mailed by regular mail to:

Ascend Elements, Inc.
133 Flanders Rd
Westborough, MA 01581
and
Ascend Elements, Inc.
c/o Cogency Global Inc., Registered Agent
828 Lane Allen Rd., Ste. 219
Lexington, KY 40504

as the Owner of the property described herein, with a copy to the contractor and agent

Turner-Kokosing Joint Venture
28 N. St. Clair Street, Suite 200
Toledo, OH 43604
and
Turner-Kokosing Joint Venture
c/o CT Corporation System
306 West Main Street, Suite 512
Frankfort, KY 40601.

Thomas D. Murphy, II

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COMMONWEALTH OF KENTUCKY
CHRISTIAN CIRCUIT COURT

CASE NO. 25-CI-00120
DIVISION TWO (2)

[Electronically Filed]

TURNER-KOKOSING JOINT VENTURE
TURNER CONSTRUCTION COMPANY
KOKOSING INDUSTRIAL, INC. PLAINTIFFS

VS. **INTERVENING COMPLAINT**

ASCEND ELEMENTS, INC., et al. DEFENDANTS

CEI MICHIGAN, LLC INTERVENING PLAINTIFF

VS.

ASCEND ELEMENTS, INC. DEFENDANTS
SERVE: Cogency Global Inc., Registered Agent
828 Lane Allen Rd., Ste. 219
Lexington, KY 40504
(Fayette County Sheriff)

TURNER-KOKOSING JOINT VENTURE
TURNER CONSTRUCTION COMPANY
KOKOSING INDUSTRIAL, INC.
(Service on counsel per CR 5)

Hopkinsville Industrial Foundation, Inc.
(Service on counsel per CR 5)

Planters Bank, Inc.
(Service on counsel per CR 5)

City of Hopkinsville, Kentucky
(Service on counsel per CR 5)

Christian County, Kentucky
(Service on counsel per CR 5)

Triangle Enterprises, Inc.
(Service on counsel per CR 5)

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000001 of 000113
COMI : 000001 of 000018

Travis Construction Company, Inc.
(Service on counsel per CR 5)

RMF Nooter, LLC
(Service on counsel per CR 5)

A&I Dock Equipment, Inc.
(Service on counsel per CR 5)

CH Garmong & Son, Inc.
(Service on counsel per CR 5)

United Electric Company, Inc.
(Service on counsel per CR 5)

Foundation Steel, LLC
(Service on counsel per CR 5)

Miner, LTD.
(Service on counsel per CR 5)

The Laibe Electric Co.
(Service on counsel per CR 5)

Murphy Company Mechanical Contractors and Engineers
(Service on counsel per CR 5)

Cleary Construction, Inc.
(Service on counsel per CR 5)

McCormick Equipment Co., Inc.
(Service on counsel per CR 5)

Lents Enterprises, Inc.
(Service on counsel per CR 5)

TEC-Protective Coatings, Inc.
c/o Corporation Service Company
421 W. Main Street
Frankfort, KY 40601
(Franklin County Sheriff)

Steel Fab, Inc.
(Service on counsel per CR 5)

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000002 of 000113

COMI : 000002 of 000018

Collier Associates, Inc.
(Service on counsel per CR 5)

Preferred Tank & Tower Maintenance Division, Inc.
(Service on counsel per CR 5)

Ben Hur Construction Company
(Service on counsel per CR 5)

F.E. Moran, Inc. Fire Protection
(Service on counsel per CR 5)

Bi-State Insulation, Inc.
(Service on counsel per CR 5)

*** *** ***

The Intervening Plaintiff, CEI MICHIGAN, LLC (hereafter sometimes "CEI"), for its Intervening Complaint, states as follows:

Parties, Jurisdiction, and Venue

1. The Intervening Plaintiff is a Michigan limited liability company, is duly authorized to conduct business within the Commonwealth of Kentucky, with a principal office address of P.O. Box 310, Hamburg, MI 48139.

2. The Intervening Plaintiff is engaged in business as a building contractor or subcontractor, furnishing labor, services, materials, equipment, and/or related items or goods for use in the construction of commercial projects (in particular, for roofing) in multiple states, including the Commonwealth of Kentucky and, in this instance, Christian County, Kentucky.

3. The Defendant, ASCEND ELEMENTS, INC. (hereafter "ASCEND"), is a Delaware corporation, which is listed with the Kentucky Secretary of State's Office as active and in good standing, and authorized to conduct business within the Commonwealth of Kentucky, with its principal place of business listed with the Kentucky Secretary of State's Office as 133 Flanders Rd.,

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000003 of 000113
COMI : 000003 of 000018

Westborough, MA 01581. ASCEND is the owner of the property that is the subject of this action. Service of process may be effectuated on said Defendant through its registered agent for service of process, Cogency Global Inc., 828 Lane Allen Rd., Ste. 219, Lexington, KY 40504.

4. The Plaintiff and Defendant in this Intervening Complaint, TURNER-KOKOSING JOINT VENTURE ("TKJV") is a joint venture, whose address is 28 N. St. Clair Street, Suite 200, Toledo, OH 43604. This party is engaged in business as a building contractor in the construction of commercial projects in multiple states, including the Commonwealth of Kentucky and, in this instance, Christian County, Kentucky. Based on information and belief, this party is composed of two joint venture partners, TURNER CONSTRUCTION COMPANY, a New York corporation which is listed with the Kentucky Secretary of State's Office as active and in good standing, and authorized to conduct business within the Commonwealth of Kentucky, and KOKOSING INDUSTRIAL, INC., an Ohio corporation which is listed with the Kentucky Secretary of State's Office as active and in good standing, and authorized to conduct business within the Commonwealth of Kentucky, which are also Plaintiffs in this action. These parties are all subject to the jurisdiction of this Court by virtue of having conducted business in Christian County and by virtue of having filed this litigation as co-Plaintiffs. They are all subject to service herein pursuant to CR 5. All references hereinafter to TKJV shall include TURNER CONSTRUCTION COMPANY and KOKOSING INDUSTRIAL, INC.

5. The claims for relief of Intervening Plaintiff arise out of a contract between Intervening Plaintiff, on the one hand, and TKJV, on the other hand, for the furnishing by Intervening Plaintiff of labor, services, building materials, equipment, and/or related items or goods for use in the completion of a commercial construction project on property located at 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266 (the "Property"), and other agreements attendant and ancillary thereto. Thus, jurisdiction and venue of this action is properly vested in the Christian Circuit

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000004 of 000113
COMI : 000004 of 000018

Court by virtue of the location of the subject Property and the situs of the contracts and agreements that are the subject of this Intervening Complaint.

Count I
(Suit on an Account)

6. The allegations and averments of numerical paragraphs 1 through 5 are incorporated herein by reference as if restated herein.

7. Intervening Plaintiff, at the special instance and request of and by contract with TKJV entered into an agreement with TKJV, acting in its duly authorized capacity as the contractor and agent for the Owner of the Property, ASCEND, for the furnishing of labor, materials and/or services to the Property for the improvement of the Property. Intervening Plaintiff furnished labor, services, building materials, equipment, and/or related items or goods (hereafter cumulatively "labor and materials") for the improvement of the Property to TKJV, acting in its capacity as contractor and agent for the Owner.

8. A true and correct copy of a statement (hereafter the "statement"), setting forth the total amounts of unpaid invoices submitted by Intervening Plaintiff to TKJV for labor and services provided by Intervening Plaintiff to the Property and TKJV and ASCEND, is filed herewith, incorporated herein by reference, and marked Exhibit "A."

9. Intervening Plaintiff sold and delivered to the Defendant, TKJV, and provided to the Defendant, TKJV, on an open account, labor and materials in amounts as set forth in the statement. The statement evidences the status of said account. Intervening Plaintiff has fulfilled all of its obligations to TKJV related to the account. TKJV has failed to timely pay the amounts due on said account in accordance with the terms thereof, has violated the terms of said account and is in breach of said terms.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000005 of 000113
COMI : 000005 of 000018

10. Although demand has been made upon TKJV to pay the amounts due on the account, TKJV has failed and refused to do so.

11. There is justly due and owing to Intervening Plaintiff from TKJV for said labor and materials provided, the sum of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87). Intervening Plaintiff states that each invoice for labor and/or materials constitutes a liquidated amount which became due and owing on or before the respective date of each invoice. Alternatively, the entirety of the EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), constitutes a liquidated amount which became due and owing on or before November 7, 2024. There is further due to Intervening Plaintiff, and Intervening Plaintiff should further recover from TKJV, prejudgment interest accruing on the unpaid amount of each of the invoices pursuant to KRS 360.010 from the date of each invoice, or alternatively on the total amount from November 7, 2024, together with its costs.

12. There are no just set-offs or credits to the claim of Intervening Plaintiff except a credit of $2,569.52 paid on March 3, 2025.

Count II
(Breach of Contract)

13. The allegations and averments of numerical paragraphs 1 through 12 are incorporated herein by reference as if restated herein.

14. On or about April 6, 2023, Intervening Plaintiff and TKJV entered into an agreement for the construction of improvements to the Property (hereafter the "contract"). A true and correct copy of an Agreement, numbered 4700181587, made as of April 6, 2023 by and between TKJV and CEI (hereafter the "Agreement") and which constitutes part of the contract, is

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000006 of 000113
COMI : 000006 of 000018

filed herewith, incorporated herein by reference, and marked Exhibit "B." Intervening Plaintiff has invoiced TKJV for the completed labor and materials provided as authorized and approved by the parties in the contract and during the course of performance. Further, the Agreement evidences the existence and pertinent terms of the contract between Intervening Plaintiff and TKJV by which TKJV was obligated to pay the amounts to Intervening Plaintiff as set forth in the statement aforesaid.

15. Intervening Plaintiff has fully performed its obligations to TKJV in conformity with the agreement between the parties.

16. TKJV has breached its contract with Intervening Plaintiff by its failure to timely pay all of the amounts due under the contract.

17. Although demand has been made upon TKJV to pay the amounts due under the contract, TKJV has failed and refused to do so.

18. As a direct consequence of said breach, Intervening Plaintiff has sustained damages in the amount of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87). Intervening Plaintiff states that each invoice for labor and/or materials constitutes a liquidated amount which became due and owing on or before the respective date of each invoice. Alternatively, the entirety of the EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), constitutes a liquidated amount which became due and owing on or before November 7, 2024. There is further due to Intervening Plaintiff, and Intervening Plaintiff should further recover from TKJV, pre-judgment interest accruing on the unpaid amount of each of the invoices pursuant to KRS 360.010 from the date of each invoice, or alternatively on the total amount from November 7, 2024, together with its costs.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000007 of 000113
COMI : 000007 of 000018

19. The aforesaid amounts due are subject to a credit of $2,569.52 paid on March 3, 2025.

Count III
(Promissory Estoppel/Reliance)

20. The allegations and averments of numerical paragraphs 1 through 18 are incorporated herein by reference as if restated herein.

21. Incident to said providing of labor and materials by Intervening Plaintiff, TKJV intentionally made representations and acted in such a fashion as to cause Intervening Plaintiff to reasonably believe that it would be paid for the amounts invoiced and claimed hereinabove. TKJV reasonably expected that its representations and actions would induce Intervening Plaintiff to furnish said labor and materials, and did so induce Intervening Plaintiff, and Intervening Plaintiff did furnish said labor and materials in reasonable belief and reliance that TKJV would pay the amounts aforesaid, all to Intervening Plaintiff's detriment and the benefit of TKJV.

22. Although demand has been made upon TKJV to pay the amounts aforesaid, TKJV has failed and refused to do so.

23. There is justly due and owing to Intervening Plaintiff from TKJV for said labor and materials provided, the sum of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), Intervening Plaintiff states that each invoice for labor and/or materials constitutes a liquidated amount which became due and owing on or before the respective date of each invoice. Alternatively, the entirety of the EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), constitutes a liquidated amount which became due and owing on or before November 7, 2024. There is further due to Intervening Plaintiff, and Intervening Plaintiff should further recover from TKJV, pre-judgment interest accruing on the unpaid amount of each

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000008 of 000113
COMI : 000008 of 000018

of the invoices pursuant to KRS 360.010 from the date of each invoice or alternatively on the total amount from November 7, 2024, together with its costs.

24. There are no just set-offs or credits to the claim of Intervening Plaintiff except a credit of $2,569.52 paid on March 3, 2025.

Count IV
(Quantum Meruit/Unjust Enrichment)

25. The allegations and averments of numerical paragraphs 1 through 23 are incorporated herein by reference as if restated herein.

26. With the full knowledge and consent of ASCEND, and at the particular instance and request of ASCEND, acting by and through TKJV, the contractor and agent for the Owner, ASCEND, Intervening Plaintiff furnished labor and materials to the Property, and in so doing improved the Property.

27. The labor and materials were furnished by Intervening Plaintiff with the reasonable understanding and expectation on the part of Intervening Plaintiff that it would be paid the amounts set forth above, which were accepted and received by ASCEND and TKJV under such circumstances as reasonably notified ASCEND and TKJV that Intervening Plaintiff expected to be paid, and the amounts that it expected to be paid.

28. The amounts set forth aforesaid represent the fair and reasonable value of labor and materials furnished for the benefit of the Property and the Owner, ASCEND, and TKJV, and the remaining unpaid amounts for which just compensation has not been made by or received from ASCEND or TKJV.

29. Although demand has been made upon ASCEND and TKJV to pay the said unpaid and uncompensated amounts, ASCEND and TKJV have failed and refused to do so.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000009 of 000113
COMI : 000009 of 000018

30. ASCEND and TKJV have been unjustly enriched by the benefit of the labor and materials furnished by Intervening Plaintiff for which Intervening Plaintiff has not received just compensation.

31. The unpaid and uncompensated value of said benefit provided by Intervening Plaintiff is equal to or greater than EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), which has accrued to the benefit of and unjustly enriched ASCEND and TKJV to the detriment of Intervening Plaintiff. There is further due to Intervening Plaintiff, and Intervening Plaintiff should further recover from ASCEND and TKJV, interest accruing on the unpaid amount of each of the invoices pursuant to KRS 360.010 from the date of each invoice, or alternatively on the total amount from November 7, 2024, together with its costs.

32. ASCEND and TKJV are estopped from denying that they are obligated to pay the above sums to Intervening Plaintiff.

33. There are no just set-offs or credits to the claim of Intervening Plaintiff except a credit of $2,569.52 paid on March 3, 2025.

Count V
(Enforcement of Statutory Lien)

34. The allegations and averments of numerical paragraphs 1 through 31 are incorporated herein by reference as if restated herein.

35. This Count is an action for the enforcement of a statutory Mechanic's/Materialman's Lien against real estate pursuant to KRS 376.110, *et seq*.

36. During the period prior to November 7, 2024, Intervening Plaintiff contracted with the Defendant,TKJV, acting in its capacity as contractor and agent of ASCEND, the Owner of the

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000010 of 000113
COMI : 000010 of 000018

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000011 of 000113

Property hereinafter described, for the furnishing of labor, services, building materials, equipment, and/or related items or goods for the improvement of that same real Property located generally at 6505 John Rivers Road, Hopkinsville, KY 42266, in Christian County, Kentucky, and more particularly described as follows:

> Parcel I:
>
> Lot 1 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.
>
> Parcel II:
>
> Lot 2 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.
>
> BEING the same property conveyed to Ascend Elements, Inc., a Delaware corporation, by deed dated November 16, 2022, of record in Deed Book 797, Page 420 in the Office of the County Clerk of Christian County, Kentucky.

37. Intervening Plaintiff furnished labor, services, building materials, equipment, and/or related items or goods to said TKJV for the improvement of the aforedescribed real Property during the period concluding prior to November 7, 2024, for which full and final payment has not been made, said labor and/or materials having a fair and reasonable value of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), which sum remains unpaid to date except a credit of $2,569.52 paid on March 3, 2025, which should be first applied to accrued interest before application to the principal sum due.

38. TKJV and ASCEND have breached the contract with Intervening Plaintiff by failure to timely pay all of the amounts due under the contract, and is/are otherwise indebted to

COMI : 000011 of 000018

Intervening Plaintiff as set forth hereinabove by the failure to pay for said labor, services, building materials, equipment, and/or related items or goods as agreed.

39. On January 31, 2025, pursuant to KRS 376.080(3), and within one hundred twenty (120) days of the last date upon which said labor and/or materials were furnished by Intervening Plaintiff to the aforedescribed real Property, the Intervening Plaintiff, through its attorney and agent, notified the Defendant, ASCEND, as the record owner of the above described real Property, and also TKJV, in writing, of its intention to hold the property liable and the amount for which it would claim a lien. The notice was mailed to the correct mailing addresses of ASCEND and TKJV. A copy of the notice is filed herewith, incorporated herein by reference, and marked Exhibit "C."

40. On March 4, 2025, and within six (6) months of the last date upon which said labor and/or materials were furnished by Intervening Plaintiff to the aforedescribed real Property, Intervening Plaintiff, pursuant to KRS 376.010, and KRS 376.080, caused to be filed in the Office of the Christian County Clerk, a Mechanic's/Materialman's Lien Statement, being of record in Book 8, Page 77, in the aforesaid Clerk's Office. A true and correct copy of the lien statement is filed herewith, incorporated herein by reference, and marked Exhibit "D."

41. By virtue of the filing of the said lien statement, Intervening Plaintiff asserted and perfected its statutory lien in and to the aforedescribed real Property. Said lien statement was acknowledged, subscribed and sworn to by Thomas D. Murphy, II, as Attorney and Agent for Intervening Plaintiff.

42. On March 3, 2025, pursuant to KRS 376.080(1), and concurrently with the delivery of the Mechanic's/Materialman's Lien Statement by Intervening Plaintiff to the County Clerk for recording, Intervening Plaintiff, through its attorney and agent, notified ASCEND, as the record Owner of the above described real Property, and TKJV, of the filing of the aforesaid lien statement

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000012 of 000113

COMI : 000012 of 000018

by forwarding a true and correct copy of said Lien Statement as filed in the aforesaid Clerk's Office to each of them at their correct mailing addresses.

43. The aforesaid Lien Statement was filed to secure Intervening Plaintiff in the payment of the sum due of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), together with interest pursuant to statute (KRS 376.010 and KRS 360.040) accruing on said unpaid amount from November 7, 2024, subject to a credit of $2,569.52 paid on March 3, 2025, which should be first applied to accrued interest before application to the principal sum due, together with its costs.

44. Except as herein set forth, there are no other liens or encumbrances against the subject Property known to the Intervening Plaintiff.

45. The Intervening Plaintiff's lien on the Property described above is prior and superior to any and all other liens on the Property except real estate taxes and such liens of the parties as may be adjudicated priority herein, if the holders of said liens answer herein and prove the priority of said liens over the Intervening Plaintiff's lien. The Property should be ordered sold in this action, and the purchaser should take the Property free and clear of any claims, liens, encumbrances and interests except the following, for which the purchaser shall not have a credit against the purchase price; however, without the Intervening Plaintiff, its Attorney, the Court or the Master Commissioner warranting title to any purchaser:

(a) All unpaid real estate taxes and all taxes due thereafter;

(b) Easements, restrictions, stipulations and agreements of record;

(c) Assessments for public improvements levied against the property;

(d) Any facts which an inspection and accurate survey of the property might disclose.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000013 of 000113

COMI : 000013 of 000018

46. The subject Property is indivisible and it cannot be divided without materially impairing its value or the value of the Intervening Plaintiff's interest therein and lien thereon.

47. The Intervening Plaintiff joins the following Defendants, which, based on information and belief (and, particularly, the Complaint and other pleadings filed herein), may be claiming interests in the subject Property (all recording references are to recordings in the Christian County Clerk's Office):

(a) Hopkinsville Industrial Foundation, Inc. may be claiming an interest by virtue of a Mortgage recorded in Book 1763, Page 419;

(b) Planters Bank, Inc. may be claiming an interest by virtue of an Assignment of Mortgage recorded in Book 1763, Page 432;

(c) City of Hopkinsville, Kentucky may be claiming an interest by virtue of a Mortgage recorded in Book 1766, Page 684 and/or by one or more unpaid bills for *ad valorem* taxes;

(d) Christian County, Kentucky may be claiming an interest by virtue of one or more unpaid bills for *ad valorem* taxes;

(e) Triangle Enterprises, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 7, Page 705 and Book 7, Page 711;

(f) Travis Construction Company, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 7, Page 719 and Book 7, Page 727;

(g) RMF Nooter, LLC may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 7, Page 722;

(h) A&I Dock Equipment, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 7, Page 732;

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000014 of 000113
COMI : 000014 of 000018

(i) C.H. Garmong & Son, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 7, Page 737;

(j) United Electric Company, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 4;

(k) Foundation Steel, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 13 and Book 8, Page 47;

(l) Miner, Ltd. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 16;

(m) Laibe Electric Co. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 18;

(n) Murphy Company Mechanical Contractors and Engineers may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 21;

(o) Clearly Construction, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 27;

(p) McCormick Equipment Company, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 33;

(q) Lents Enterprises, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 35;

(r) TEC-Protective Coatings, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 42;

(s) Steel Fab, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 44;

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000015 of 000113
COMI : 000015 of 000018

(t) Collier Associates, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 111;

(u) Preferred Tank & Tower Maintenance Division, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 74;

(v) Ben Hur Construction Company may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 68;

(w) F.E. Moran, Inc. Fire Protection may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 56;

(x) Bi-State Insulation, Inc. may be claiming an interest by virtue of a Mechanic's and Materialman's lien recorded in Book 8, Page 62.

The Intervening Plaintiff calls upon each of said Defendants to answer and set up any right, title, interest, claim or lien said Defendants may have in or to the subject property or be forever barred. Any such interests are subject, subsequent and inferior to the Intervening Plaintiff's lien.

PRAYER FOR JUDGMENT

Wherefore, the Intervening Plaintiff, CEI MICHIGAN, LLC (hereafter sometimes "CEI"), prays for Judgment as follows:

Counts I through IV

1. Judgment against the Defendants, TURNER-KOKOSING JOINT VENTURE, TURNER CONSTRUCTION COMPANY, KOKOSING INDUSTRIAL, INC., and ASCEND ELEMENTS, INC., jointly and severally, for:

A. the sum of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), plus

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000016 of 000113
COMI : 000016 of 000018

i. prejudgment interest accruing on the unpaid amount of each of the invoices pursuant to KRS 360.010 from the date of each invoice until March 3, 2025, less $2,569.52 paid on March 3, 2025 which should be first applied to accrued interest before application to the principal sum due, and thereafter through the date of judgment herein, or alternatively

ii. prejudgment interest accruing on the total amount pursuant to KRS 360.010 from November 7, 2024 until March 3, 2025, less $2,569.52 paid on March 3, 2025 which should be first applied to accrued interest before application to the principal sum due, and thereafter through the date of judgment herein, plus

B. its costs incurred in this matter, plus

C. post-judgment interest on the entire sum at the judgment rate until fully and finally paid.

Count V

2. That the Intervening Plaintiff be adjudged to hold a perfected Mechanic's/Materialman's Lien encumbering the subject Property and securing the Intervening Plaintiff in the amount of:

A. EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), plus

i. pre-judgment interest accruing on the said unpaid amount pursuant to KRS 376.010 and KRS 360.040 from November 7, 2024 until March 3, 2025, less $2,569.52 paid on March 3, 2025 which should be first applied to accrued interest before application to the principal sum due, and thereafter through the date of judgment herein, plus

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000017 of 000113
COMI : 000017 of 000018

B. its costs incurred in this matter, plus

C. post-judgment interest on the entire sum at the judgment rate until fully and finally paid.

3. That this Court adjudicate the priority of the Intervening Plaintiff's lien.

4. That the Intervening Plaintiff's lien be enforced, and that the Property be sold by the Master Commissioner, free and clear of all liens, encumbrances and interests except those set out in Paragraph 45(a) – (d) above.

5. That the proceeds of said sale, or such of the proceeds as may be necessary, be applied first to the costs of this action incurred by the Intervening Plaintiff, and secondly to the debt, interest, charges, fees, costs and other items due the Intervening Plaintiff, and the balance, if any, be held for the benefit of the other parties as their interests may appear.

6. For any and all proper relief to which the Intervening Plaintiff may be entitled.

7. That all parties joined herein be required to answer and to set up any right, title, interest, claim or lien they may have in or to the subject Property described above or be forever barred.

8. Trial by jury on all issues so triable.

/s/ *Thomas D. Murphy, II*
Thomas D. Murphy, II
TILFORD DOBBINS & SCHMIDT, PLLC
One Riverfront Plaza
401 West Main Street, Suite 1400
Louisville, KY 40202
Direct: (502) 753-0241
Main: (502) 584-1000
Email: tmurphy@tilfordlaw.com
Attorney for CEI Michigan, LLC

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94D7779C-F969-4C9A-B3C9-6F7931006679 : 000018 of 000113
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Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 19 of 113

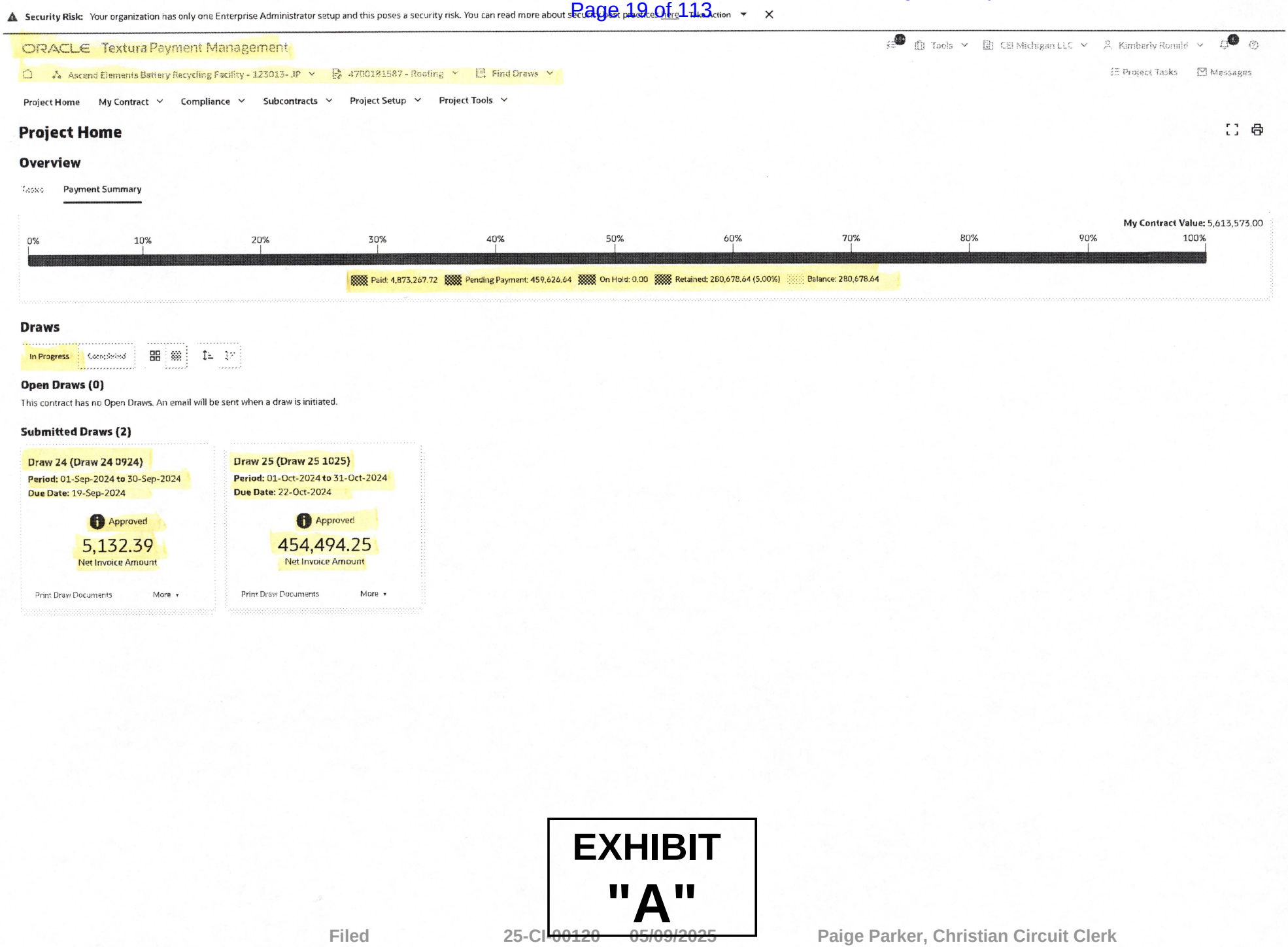


EXHIBIT "A"

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000019 of 000113
EXH : 000001 of 000002

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Run On : January 31, 2025
At : 12:56:55
As Of : 01/31/2025

Change Order Estimate Report
CEI MICHIGAN LLC
BY JOB NUMBER

CS3_7.RPT

C/O	OWNER	PHS	CST	TY	DESCRIPTION	UPDATED J/C	<----- QUANTITY	U/M	CHANGE ESTIMATES AMOUNT	INCOME
CONTRACT:123013			ASCEND			JOB: 123013	ASCEND		CUSTOMER: 960500	TURNER CONSTRUCTI
1	5		PCO181 274 287 318 ect			REQUESTED:	-605,067.00	06/20/2024	APPROVED: -605,067.00	06/28/2024
			CHANGE ORDER TOTAL:						0.00	-605,067.00
2	P		CUT CURBS HOLE FLASH DWN			REQUESTED:	15,449.58	08/20/2024		
			CHANGE ORDER TOTAL:						0.00	15,449.58
3	P		CUT CURB HOLE FLASH DWNT			REQUESTED:	18,476.00	08/20/2024		
			CHANGE ORDER TOTAL:						0.00	18,476.00
4	P		CUT CURBS, HOLE FLASH,			REQUESTED:	7,545.00	09/03/2024		
			CHANGE ORDER TOTAL:						0.00	7,545.00
5						REQUESTED:	0.00	09/04/2024		
			CHANGE ORDER TOTAL:						0.00	0.00
7	7		STORM DAMAGE			REQUESTED:	478,415.00	10/15/2024	APPROVED: 478,415.00	10/23/2024
			CHANGE ORDER TOTAL:						0.00	478,415.00
8	P		CUTTING IN CURBS			REQUESTED:	38,016.00	01/17/2025		
			CHANGE ORDER TOTAL:						0.00	38,016.00

		INCOME
CONTRACT: 123013	TOTAL APPROVED CHANGE ORDERS:	-126,652.00
	TOTAL PENDING CHANGE ORDERS:	79,486.58

*** End Of Report ***

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000020 of 000113

EXH : 000002 of 000002

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90446 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 21 of 113

Turner-Kokosing Joint Venture
28 N. St. Clair Street, Suite 200
Toledo, Ohio 43604
Phone: 419-893-7000
Fax: 419-893-1741

April 6, 2023

Job Name	**Ascend Elements, Apex 1**	**Job No. 221354**	**Agreement No. 4700181587**
Subcontractor	**CEI Michigan, LLC**	**Vendor No.**	**10007056**
Trade	**Roofing**		
Address	**7750 E. M36 (H310), Whitmore Lake, MI 48189 (PO Box 310 Hamburg MI 48139)**		
Contact Name	**Joe Petersen**	**WBS Element**	**221354.08.06.07.075419A**
Email Address	**jpetersen@ceigroupllc.com**	**Office Phone No.**	**810-900-6919**

Please review and sign the enclosed Contract Agreement covering your work at the above referenced project by clicking the tags to initial or sign where indicated.

ALL CONTRACTS MUST BE EXECUTED BY AN OFFICER OF THE COMPANY. If you are not an officer, please click "Assign to Someone Else" (found under Other Actions) to forward the agreement to the appropriate person.

Once the agreement has been executed by an officer it will automatically be returned to Lathrop. After further execution, a fully executed copy will be returned to you via DocuSign for your file.

REQUIRED DOCUMENTS to be submitted in order for the agreement to be fully executed:
(See checked items below as well as the instructions within DocuSign for what needs to be provided)

****Subcontractor is NOT authorized to begin any work prior to execution of Subcontract Agreement****

☒ Please provide Project Specific insurance certificate including limits and additional insured's per the agreement **(Turner Kokosing Joint Venture and Ascend Elements).**

☒ Please provide Additional Insured Endorsement and policy language.

☒ Please provide workers compensation certificate

☒ Please complete the CCIP enrollment online via the Contractor Portal.

☐ No information is required. We have your insurance and workers compensation on file.

☐ No information is required.

The agreement includes information on the insurance requirements. Please forward to your insurance agent as necessary to ensure that the limits, language, additional insureds, and endorsements comply.

Please return documents to our office via email to John LaPorte (jlaporte@tcco.com).

Sincerely,
THE LATHROP COMPANY, INC.

John D. LaPorte
Procurement Manager

Enclosure
cc: Accounting, Purchasing

DS DC DS PB DS JL
Contractor Internal Approvals: Proj Mgr Procure

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

EXHIBIT "B"

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EXH : 000001 of 000082

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Turner-Kokosing Joint Venture
Subcontract Data Sheet

The terms and conditions of the Form 36 OH REV 3-17-22 shall govern this Subcontract with the exception of those modifications listed below:

This Agreement, **4700181587, made as of April 6, 2023 by and between Turner-Kokosing Joint Venture a Corporation, (hereinafter called Contractor) and CEI Michigan, LLC with offices located at 7750 E. M36 (H310), Whitmore Lake, MI, 48189 (hereinafter called the Subcontractor).**

Description of Work	Description of Work:	**Roofing** (hereinafter called the Work)
	Project Name:	**Ascend Elements Apex 1** (hereinafter called the Project)
	Project Number:	**221354**
	Project Location:	**6505 Johns River Road, Hopkinsville**, **KY, 42266** (hereinafter called the Premises)
	Architect Name:	(hereinafter called the Architect)
	Owner Name:	**Ascend Elements** (hereinafter called the Owner)
	General Contract Date:	**11/17/2022**
	Additional Provisions Page(s):	**See attached Exhibit A** Annexed hereto and made a part hereof.
Price	Subcontract Amount:	**FIVE MILLION SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED TWENTY-FIVE Dollars**, **$5,740,225.00** (hereinafter called the Price)
	Reserve:	**5%**
Change Orders, Additions and Deductions	Allowance for Overhead on Changes **5% own / 0% subs** Allowance for Profit on Changes **5% own / 5% subs**	
Liability for Damage and Personal Injury	In addition to **Turner-Kokosing Joint Venture, The Turner Corporation,** and the Owner, the Indemnified Parties throughout this Agreement shall include: and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries. Before commencing the Work, the following insurance coverages from insurance companies satisfactory to **Turner-Kokosing Joint Venture**, shall be in place and maintained until completion and final acceptance of the Work: 1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated. 2. COMMERCIAL GENERAL LIABILITY INSURANCE **$5,000,000.00** /Occurrence **$6,000,000.00** /General Aggregate ____ Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. or __**X**__ Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program arranged by **Turner-Kokosing Joint Venture** (CCIP). **$491,938** (The "Estimated Unburdened Payroll") is warranted by Subcontractor as accurate for calculation of Insurance Premium for Subcontractor and enrolled Lower Tiers.	

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000022 of 000113

EXH : 000002 of 000082

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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	____ Subcontractor Election B, Sub-Part B-1. Project utilizes a consolidated insurance program (CCIP) arranged by **Turner-Kokosing Joint Venture**. Subcontractor is an Excluded Prime Tier with Enrolled Lower Tier Subcontractors. **$**_____ (The "Estimated Unburdened Payroll") is warranted by Subcontractor as accurate for calculation of Insurance Premium for enrolled Lower Tiers. or ____ Subcontractor Election C) The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP). 3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE Combined Single Limit **$1,000,000.00** /accident
Bonds	Payment and Performance Bonds included: **YES** If Payment and Performance Bonds included: Provide performance bond in the amount of **$ 5,740,225.00** Provide payment bond in the amount of **$ 5,740,225.00**
Entire Agreement	**CEI Michigan, LLC (SUBCONTRACTOR) ACKNOWLEDGES THAT THE ACCOMPANYING BALANCE OF TERMS AND CONDITIONS PER THE Form 36 OH REV 3-17-22 ARE COMPLEMENTARY AND INTEGRAL TO THIS SUBCONTRACT AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by **Turner-Kokosing Joint Venture** except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by **Turner-Kokosing Joint Venture** except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it completed and submitted to **Turner-Kokosing Joint Venture** a prequalification questionnaire, that all statements therein were true, accurate and complete, and remain true, accurate and complete, and that **Turner-Kokosing Joint Venture** has relied on truthfulness, accuracy and completeness of such statements and the contents of the attachments thereto in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof. The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained. **In Witness** Whereof the parties to these presents have hereunto set their hands as of the day and year first above written.

CEI Michigan, LLC

DocuSigned by:
By: Eric Cook – President
1C3B50D3B35C47E...

Official title: President 5/16/2023

Turner-Kokosing Joint Venture

DocuSigned by:
By: 5/16/2023
8A02CD796BB444B...
Joe Cleveland,
Member, Management Committee

DocuSigned by:
By: Kenneth A. Gonya 5/30/2023
F8689D776B67465...
Jeff Hollback
Member, Management Committee

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000023 of 000113
EXH : 000003 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

FORM 36 OH 3-17-22

This Agreement, made as of the **SDS** day of **SDS** in the year **SDS** by and between CONTRACTOR and **SDS** **(See Subcontract Data Sheet for this Item and all other Items marked SDS)** (hereinafter called the Subcontractor).

Witnesseth, that the Subcontractor and Contractor agree as follows:

Description of Work

ARTICLE I. The Subcontractor shall perform and furnish all the work, labor, services, materials, plant, equipment, tools, scaffolds, appliances and other things necessary for **SDS** (Hereinafter called the Work) for and at the **SDS** (Hereinafter called the Project), located on premises at **SDS** (Hereinafter called the Premises), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda thereto prepared by **SDS** (Hereinafter called the Architect) and with the terms and provisions of the General Contract (hereinafter called the General Contract) between Contractor and **SDS** (Hereinafter called the Owner) dated **SDS** and in strict accordance with the Additional Provisions, page(s) **SDS** annexed hereto and made a part hereof.

Plans & Specifications

ARTICLE II. The Plans, Specifications, General Conditions, Special Conditions, Addenda and General Contract hereinabove mentioned, are available for examination by the Subcontractor at all reasonable times at the office of Contractor; all of the aforesaid, including this Agreement, being hereinafter sometimes referred to as the Contract Documents. The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, or of the Owner, or of any of their respective officers, agents, servants, or employees.

Contract Documents

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to Contractor by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume toward Contractor all of the duties, obligations and responsibilities that Contractor by those Contract Documents assumes toward the Owner, and the Subcontractor agrees further that Contractor shall have the same rights and remedies as against the Subcontractor as the Owner under the terms and provisions of the General Contract and the other Contract Documents has against Contractor with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the General Contract and the other Contract Documents.

This Subcontract Agreement, the provisions of the General Contract and the other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

Contractor hereby advises, and the Subcontractor hereby acknowledges, that Contractor in administering this subcontract will be utilizing an information systems infrastructure to process, deliver, and share and/or, at times, to apply electronic signatures to execute certain project documentation through electronic means. As part of the implementation of this infrastructure, the Subcontractor will be given individual, secure log on codes to access the Contractor systems presenting this electronic information. The Subcontractor hereby agrees that such electronic access and the ability of the subcontractor to print out such electronic documents will be in lieu of requiring the delivery of the contents of such electronic documents on printed or paper based media directly to Subcontractor by Contractor or through means of outside third-party services. Delivery of such electronic documents to Subcontractor will be deemed to have occurred when access to the document is made available to Subcontractor in the infrastructure.

At times, Contractor may, through this electronic infrastructure system, initiate Subcontract Change Order documents that will require that the Subcontractor review and approve or reject each such document applying its electronic signature to the approved document on the Contractor software and thereafter, Contractor will apply the electronic signature of its authorized personnel to execute the approved document and electronically deliver the fully executed document to the Subcontractor. The Subcontractor agrees and acknowledges that granting its on-line approval and electronically executing a Subcontract Change Order also affixes the Subcontractor's electronic signature to such document and in so doing it is agreeing that each such document, when electronically countersigned by Contractor, are valid and authentic and enforceable obligations of both parties and to honor and be bound by such documents as if they had been prepared on hard copy and contained the manually applied autograph signatures of the Subcontractor's and Contractor's authorized personnel. Subcontractor hereby agrees to establish, continuously use and maintain a robust and effective Security System/ID and Passwords to protect its identity when addressing and/or signing any electronic contract related documentation issued or exchanged pursuant to this Article.

Optionally, Contractor may use paper documents, where the Subcontractor reviews the proposed paper document and, if it approves, it manually affixes its autograph signature to the paper document and physically returns the signed paper document to Contractor who completes the execution by applying either its autograph or electronic signature to the Subcontract Change Order and a copy of the executed Subcontract Change Order showing the presence of both signatures is physically delivered to the Subcontractor and such Subcontract Change Order shall likewise be deemed by both parties to be valid and authentic and enforceable obligations of both parties.

Contractor may from time to time issue policies or directives applicable to electronic communications, electronic infrastructure and electronic data and Subcontractor shall comply with such policies and directives whether issued as part of this Subcontract or hereafter, and the cost and expense of such compliance shall be borne by the Subcontractor.

Time of Performance & Completion

ARTICLE III. The Subcontractor shall commence the Work when notified to do so by Contractor and shall diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with those project schedules as may be issued from time to time during the performance of the Work and any other scheduling requirements listed in this Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of the Work or other work on the Project, and in such a manner as necessary or requested by Contractor from time to time to ensure that Contractor satisfies its obligations in a timely manner under the General Contract.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000024 of 000113
EXH : 000004 of 000082
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Planning & Scheduling

The Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Work providing information for the scheduling of the times and sequence of operations required for its Work to meet Contractor's overall schedule requirements, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the project schedule including any revisions thereto. Subcontractor shall abide by all requirements of the General Contract relating to the submission of schedule and other information related to the performance of Subcontractor's Work not less than 14 days prior to the time when Contractor is required to provide such materials to Owner under the General Contract, except where Contractor directs otherwise. Subcontractor shall, at no additional cost, provide updates, additional or further detailed schedules and other information as frequently and in whatever form Contractor may request, including but not limited to (1) manpower and cost loaded schedules; (2) information related to its operations as a whole, including but not limited to identifying lower tier subcontractors and suppliers and the status of payments to such subcontractors and suppliers; (3) unions and related benefit funds associated with labor used in the performance of the Work; (4) credit sources and banks providing financing or loans in connection with the performance of the Work or Subcontractor's operations as a whole and any covenants and requirements imposed upon Subcontractor in connection therewith and the status of Subcontractor's compliance with such covenants and requirements; and (5) the status of orders, fabrication and delivery of materials and arrangements for the provision of labor. The foregoing information shall include names and contact information, and Subcontractor acknowledges and agrees that Contractor may contact any persons or entities as it deems necessary to verify or obtain such information.

Subcontractor shall establish and maintain a reasonable accounting system by which records are kept that enable Contractor to readily identify all of Subcontractor's expenses, costs, payments (including to its workers, subcontractors and suppliers, unions, and benefit funds), obligations, budgets, and other financial information related to the Work or this Subcontract. Such records shall include, but not be limited to, all accounting records, written policies and procedures, subcontract files for all tiers, payment vouchers, ledgers, cancelled checks, contract amendments, change order information, insurance documents, and other similar information. Contractor shall have the right to audit, examine, and make copies of all such records (whether written, electronic or another format) as Contractor may determine, and Subcontractor shall facilitate and cooperate with Contractors efforts in this regard. Subcontractor shall impose similar obligations on its subcontractors and vendors to ensure that comparable records kept and Contractor has the right to audit, examine and copy those records.

Delays by Subcontractor

Should the progress of the Work or of the Project be delayed, disrupted, hindered, obstructed, or interfered with by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Contractor including legal fees and disbursements incurred by Contractor (whether incurred in defending claims arising from such delay or in seeking reimbursement and indemnity from the Subcontractor and its surety hereunder or otherwise) or to the Owner or any damages or additional costs or expenses for which Contractor or the Owner may or shall become liable, the Subcontractor and its surety shall and does hereby agree to compensate Contractor and the Owner for and indemnify them against all such costs, expenses, damages and liability.

Overtime

If the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of the Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers, then the Subcontractor shall, in addition to all of the other obligations imposed by this Agreement upon the Subcontractor in such case, and at its own cost and expense, work such overtime as may be necessary to make up for all time lost in the completion of the Work and of the Project due to such delay. Should the Subcontractor fail to make up for the time lost by reason of such delay, Contractor shall have the right to cause other Subcontractors to work overtime and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost and expense of such overtime and/or such other action shall be borne by the Subcontractor.

Contractor, if it deems necessary, may direct the Subcontractor to work overtime and, if so directed, the Subcontractor shall work said overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement or of any of the other Contract Documents and the direction to work overtime was not due in whole or in part to any fault or failure of Subcontractor, Contractor will pay the Subcontractor only for such actual additional wages paid, if any, at rates which have been approved by Contractor plus taxes imposed by law on such additional wages, plus workers' compensation insurance, liability insurance and levies on such additional wages if required to be paid by the Subcontractor to comply with Subcontractor's obligations under this Agreement. Subcontractor acknowledges that in the event that it may intend to pursue a claim of inefficiency, loss of productivity or other similar or related request for additional compensation, Subcontractor may rely only on evidence indicating the actual inefficiency, loss of productivity or other similar consequence as it occurred on the Project and agrees that no reports, analyses, data, industry or academic studies or any other evidence that do not exclusively rely on and pertain to the Work performed at the Project shall be used or in any way considered, in whole or in part, in connection with the resolution of such a claim, whether by Contractor or any forum for dispute resolution.

Price

ARTICLE IV. The sum to be paid by Contractor, out of funds received from the owner, to the Subcontractor for the satisfactory performance and completion of the Work and of all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and the other Contract Documents shall be **SDS** (Hereinafter called the Price) subject to additions and deductions as herein provided.

The Price includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for and in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, Contractor or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Price

Progress Payments

On or before the last day of each month the Subcontractor shall submit to Contractor, in the form required by Contractor, a written requisition for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: a reserve of **SDS**; all previous payments; all amounts and claims against Subcontractor, by Contractor or any third party, for which Subcontractor is responsible hereunder; and all charges for services, materials, equipment and other items furnished by Contractor to or chargeable to the Subcontractor; and the balance of the amount of such requisition, as approved by Contractor and the Architect and for which payment has been received by Contractor from the Owner, shall be due and paid to the Subcontractor on or about the fifteenth (15th) day of the succeeding month or in accordance with the Contract Documents. Contractor shall have the right, at its sole discretion, to issue payments to Subcontractor by way of joint checks to Subcontractor

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000025 of 000113
EXH : 000005 of 000082

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 26 of 113

and suppliers and/or vendors of Subcontractor, and Subcontractor agrees to cooperate fully in facilitating the making of such joint payments.

Payments in General

The obligation of Contractor to make a payment under this Agreement, whether a progress or final payment, or for extras or change orders or delays to the Work, is subject to the express condition precedent of payment therefor by the Owner. In making payments to Subcontractor, Contractor will act as the agent of the Owner and not the Subcontractor, thereby acting as a conduit of such payments from the Owner to the Subcontractor. Given that Subcontractor is to be paid exclusively out of dollars paid by the Owner and only if such payment is made by Owner, Subcontractor understands and accepts the risk of non-payment by the Owner. If Contractor has provided payment or performance bonds or a combination payment and performance bond, the obligation of Contractor and its Surety under any of those bonds to make any payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefor by the Owner.

The Subcontractor shall submit with its first requisition for payment a detailed schedule showing the breakdown of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions.

Contractor reserves the right to advance the date of any payment (including the final payment) under this Agreement if, in its sole judgment, it becomes desirable to do so.

The Subcontractor agrees that, if and when requested to do so by Contractor, it shall furnish such information, evidence and substantiation as Contractor may require with respect to the nature and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor thereon, and the amounts remaining unpaid, to whom and the reasons therefor.

Final Payment

Final payment to the Subcontractor shall be made only with funds received by Contractor from the Owner, the Construction Lender or the Owner's Agent as final payment for Work under the General Contract. Final payment to Contractor by the Owner shall be an express condition precedent that must occur before Contractor shall be obligated to make final payment to the Subcontractor. In addition, final payment by Contractor to the Subcontractor shall not become due and payable until the following other express conditions precedent have been met: (1) the completion and acceptance of the Work by Contractor and the Architect; (2) provision by the Subcontractor of evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished, or incurred for or in connection with the Work; (3) execution and delivery by the Subcontractor, in a form satisfactory to Contractor of a general release running to and in favor of Contractor and the Owner; and (4) complete and full satisfaction of all claims, demands and disputes, and all obligations and responsibilities of Subcontractor, arising out of or related to the Subcontract, including those as between Contractor and Subcontractor as well as those between Subcontractor and any third party. Should there be any such claim, obligation or lien or unsatisfied obligation or responsibility whether before or after final payment is made, the Subcontractor shall pay, refund or deliver to Contractor (1) all monies that Contractor and/or the Owner shall pay in satisfying, discharging or defending against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith; and (2) such amounts as Contractor or Owner shall, in their sole discretion, determine to be an amount sufficient to protect Contractor and Owner therefrom (in lieu of payment of such amounts, Subcontractor may, at Owner's and Contractor's sole discretion, deliver a bond satisfactory to Contractor and Owner). Such refund and payment shall be made within ten (10) days of request by Contractor to Subcontractor for same. The final payment shall be due within forty (40) days after all of these express conditions precedent have been met.

Liens by Others

If any claim or lien is made or filed with or against Contractor, the Owner, the Project, the Premises or the Project funds by any person claiming that the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if any such claim or lien is filed or presented, or if Contractor, in good faith, believes that such a claim or lien may be filed or brought, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, Contractor or the Owner might become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by or through Subcontractor at any tier causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, Contractor shall have the right (A) to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate Contractor and the Owner for and indemnify and hold them harmless against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith ; and (B) to demand that Subcontractor provide, within ten (10) days of Contractor's request therefore, proof to the satisfaction of Contractor and Owner that such non-payment, claim or lien has been fully satisfied, dismissed and discharged. Upon the failure of Subcontractor to fulfill the requirements of a demand issued by Contractor pursuant to subsection (B) above, Contractor may, in such manner as Contractor may in its sole discretion determine, secure the satisfaction, dismissal and discharge of such claim, by payment or otherwise, and Subcontractor shall within ten (10) days of demand therefore, be liable for and pay to Contractor all amounts (including legal fees and disbursements) incurred or suffered by Contractor or Owner arising out of or related thereto. Contractor shall, in addition, have the right to apply and charge against the Subcontractor so much of the amount retained as may be required for the foregoing purposes. Subcontractor further agrees to indemnify, hold harmless and defend Contractor and Owner, upon demand, for any and all such claims, liens, and the costs, expenses (including legal fees and disbursements), damages and liabilities arising out of or related thereto. Subcontractor acknowledges (1) that discharge of such liens or claims by bond imposes liability upon a surety and Contractor, and (2) that Contractor is not required to discharge such lien or claims by bond when exercising its rights hereunder. Subcontractor agrees that should there be any amounts due or which may become due to Subcontractor in connection with any other subcontracts between Contractor and Subcontractor or other obligations that Contractor may have to Subcontractor, Contractor shall be entitled to withhold payment under such other subcontract or obligations to the extent that Contractor believes that the unpaid balance of this Subcontract may not be adequate to satisfy Subcontractor’s obligations to Contractor hereunder.

Effect of Payment

No payment (final or otherwise) made under or in connection with this Agreement shall be conclusive evidence of the performance of the Work or of this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use by the Owner constitute acceptance of the Work or any part thereof. The failure of Subcontractor to fully perform and satisfy any or all obligations set forth in this Article IV shall constitute a default, entitling

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000026 of 000113
EXH : 000006 of 000082

Contractor to take action as described in Article XI.

Subcontractor acknowledges and agrees that to the extent that payments received by Subcontractor include amounts for Work performed by subcontractors to Subcontractor or services or materials provided to Subcontractor by suppliers, vendors, workers employed by or through Subcontractor, all such payments received by Subcontractor shall be deemed to have been received by Subcontractor as trustee with those entitled to receive payment from Subcontractor as beneficiaries of such amounts, and Subcontractor shall hold such funds separately and utilize such amounts only for the purpose of making payment to these beneficiaries. In the event that Subcontractor subsequently determines that a beneficiary is not entitled to receipt of payment, Subcontractor shall return such unpaid funds to Contractor.

Extension of Time & Delays

ARTICLE V. Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including but not limited to any act, omission, neglect, negligence or default of Contractor or of anyone employed by Contractor or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order in no way chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then except where the General Contract has specific requirements at variance with the foregoing, in which case the requirements of the General Contract shall govern, the Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor (1) notifies Contractor in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to Contractor's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the General Contract is at variance with granting such time extension, then the provisions of the General Contract shall control.

The Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the limited extent that Contractor has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Contractor, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work.

It shall be an express condition precedent to any obligation on the part of Contractor to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Contractor shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Contractor is not obligated or required to pursue Subcontractor claims as against Owner if Contractor, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

The Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Subcontractor for delay, including but not limited to legal and other professional fees.

Freight Charges & Shipments

ARTICLE VI. The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of Contractor. Contractor is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse Contractor for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

Dimensions

ARTICLE VII. Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Work covered by this Agreement with contiguous work.

Shop Drawings

The Subcontractor shall prepare and submit to Contractor such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings by Contractor and/or the Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and the other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site, which obligation and responsibility shall continue until completion of the Work.

The Subcontractor's submission of a shop drawing to Contractor shall constitute the Subcontractor's representation, upon which Contractor may rely, that the Subcontractor has reviewed the submission for accuracy and compliance with all Contract Documents and that wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer. Furthermore, the review of the Shop Drawing by Contractor shall not constitute an undertaking by Contractor to identify deficiencies in the submission, that being an undertaking within the sole responsibility of the Subcontractor.

Contiguous Work

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to Contractor in writing and allow Contractor a reasonable time to have such improper conditions and defects remedied. Should Subcontractor fail to comply with the requirements of this Article, Subcontractor shall bear all costs incurred by Contractor, Owner and other subcontractors, and shall not be entitled to extensions of time and adjustments in Price, that could have been avoided by Subcontractor's compliance with the requirements of this Article.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000027 of 000113
EXH : 000007 of 000082

Interpretation of Plans & Specifications

ARTICLE VIII. The Work hereunder is to be performed and furnished under the direction and to the satisfaction of both the Architect and Contractor. The decision of the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the parties hereto. Contractor will furnish to the Subcontractor such additional information and Plans as may be prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor and the Subcontractor shall conform to and abide by the same.

The Subcontractor shall not make any changes, additions and/or omissions in the Work except upon written order of Contractor as provided in Article IX hereof.

Change Orders, Additions & Deductions

ARTICLE IX. Contractor reserves the right, from time to time, whether the Work or any part thereof shall or shall not have been completed, to make changes, additions and/or omissions in the Work as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Price.

The value of the work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof Contractor may elect:

(a) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties hereto.

(b) By adding (1) the actual net cost to the Subcontractor of labor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workmen's compensation and liability insurance, and payroll taxes on such labor, (2) the actual cost to the Subcontractor of materials and equipment and such other direct costs as may be approved by Contractor less all savings, discounts, rebates and credits, (3) an allowance of **SDS** for overhead on items (1) and (2) above, and (4) an allowance of **SDS** for profit on items (1), (2) and (3) above.

Should the parties hereto be unable to agree as to the value of the work to be changed, added or omitted, the Subcontractor shall proceed with the work promptly under the written order of Contractor from which order the stated value of the work shall be omitted, and the determination of the value of the work, if not resolved in the normal course, shall be addressed pursuant to the dispute resolution procedures in accordance with Article XIX.

In the case of omitted work Contractor shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in Contractor's opinion, is equal to the value of such work until such time as the value thereof is determined by agreement or by the Architect as hereinabove provided.

All changes, additions or omissions in the Work ordered in writing by Contractor shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents. Subcontractor accepts the responsibility to keep its surety informed of all such modifications to its contract. The obligations of Subcontractor and Subcontractor's Surety shall not be reduced, waived or adversely affected by the issuance of such change orders, additions or deductions even if Subcontractor fails to inform Surety of same and Contractor shall not be required to obtain consent of the Surety to such modifications.

Subcontractor shall provide Contractor with written notice of any circumstance or direction given by Contractor which Subcontractor may regard as a change, addition and/or omission or which may otherwise serve as the basis for a request for an increase in Price or extension of time within 5 days of the receipt of the direction or the occurrence of the event giving rise to such a request. Such written notice shall provide a full explanation of the circumstances or direction and the extent of the increase and extension sought, including a detailed breakdown and analysis supporting such request. Failure of the Subcontractor to provide such written notice shall constitute a waiver of Subcontractor's right to any such increase or extension.

Subcontractor acknowledges that the General Contract may include provisions whereby Contractor is required to provide notice, information, reports and analyses in the event that Contractor intends to pursues or which may affect Contractor's right's to an extension of time or increase in Contractor's price to the Owner, whether by way of change order or otherwise, and that the failure to provide such notice, information, reports and analyses may result in a waiver or forfeiture of the right to such an extension or increase. Accordingly, Subcontractor agrees that Subcontractor shall provide all such notices, information, reports and analyses to Contractor, in the same form, content and manner as Contractor is required to provide to Owner under the General Contract in the event that Subcontractor intends to pursue an extension of time or increase in Price. Subcontractor shall provide all such notices, information, reports and analyses to Contractor not later than 3 business days prior to the time by which Contractor must submit corresponding notice, information, reports and analyses to Owner so that Contractor can pursue like extensions and /or increases in Contractor's price from the Owner. Subcontractor acknowledges that its failure to comply with the terms of this paragraph may result in the loss of or prejudice to Contractor's ability to receive adjustments and extensions time from Owner. Subcontractor therefore agrees that it shall be deemed to have waived and forfeited all such rights in the event that it fails to provide notice, information, reports and analyses to Contractor as required by this Article. The terms and provisions of the paragraph are neither intended to relieve Subcontractor of the obligation to provide timely notices, information, reports and analyses, nor to extend shorter durations, required by the Contract Documents.

Notwithstanding the forgoing, the Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation, damages or extensions of time attributable to any changes, additions and/or omissions directed by Contractor except to the limited extent that Contractor has actually recovered corresponding cost reimbursement, compensation, damages or extensions of time from the Owner under the Contract Documents for such changes, additions and/or omissions and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. The preceding sentence shall not apply in a situation in which Contractor directed the performance of changes, additions and/or omissions by Subcontractor notwithstanding express language in the General Contract clearly indicating that Contractor is not entitled to recover a corresponding cost reimbursement, compensation, damages or extensions of time from the Owner.

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EXH : 000008 of 000082

Inspection & Defective Work

ARTICLE X. The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by Contractor, the Architect, and their authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor to that effect, proceed to take down all portions of the Work and remove from the premises all materials whether worked or unworked, which the Architect, Contractor, Owner or any of its design consultants shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming work or materials or by the taking down, removal or replacement thereof.

Failure to Prosecute, etc.

ARTICLE XI. Should the Subcontractor at any time, whether before or after final payment or completion of the Work, refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of Contractor or of any other contractors or subcontractors on the Project, or fail in the performance of any of the terms and provisions of this Agreement or of the other Contract Documents, or should the Architect, Contractor, Owner or any of its design consultants, determine that the Work or any portion thereof is not being performed in accordance with the Contract Documents, or should there be filed by or against the Subcontractor a petition in bankruptcy or for an arrangement or reorganization, or should the Subcontractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency, then in any of such events, each of which shall constitute a default hereunder on the Subcontractor's part, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, at one time or in phases at Contractor's discretion, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the latter, (a) to perform and furnish through itself or through others any such labor or materials for all or any portion of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement, (b) to terminate the employment of the Subcontractor for all or any portion of the Work, and/or (c) enter upon the premises and take possession, for the purpose of completing all or any portion of the Work,, of all materials, equipment, scaffolds, tools, appliances and other items thereon as Contractor may select, all of which the Subcontractor hereby authorizes Contractor to employ and/or communicate with any person or persons in connection with the completion of the Work and/or to provide all the labor, services, materials, equipment and other items required therefor. In case of Contractor taking action under this Article, including termination of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Agreement until the Work shall be wholly completed to the satisfaction of Contractor, Owner and the Architect and shall have been accepted by them, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the cost and expense incurred by Contractor in completing the Work, such excess shall be paid by Contractor to the Subcontractor; but if such cost and expense shall exceed such unpaid balance, then the Subcontractor and its surety, if any, shall pay the difference to Contractor. Such cost and expense shall include, not only the cost of completing the Work to the satisfaction of Contractor and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such cost and expense from the Subcontractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Subcontractor's default. Should Contractor take action by effectuating the provisions of this paragraph, and should it subsequently be determined that such action, including a termination effectuated by the terms of this Article, was improper, such termination shall be treated as a termination for convenience pursuant to Article XXI below. Subcontractor hereby transfers and assigns to Contractor the all rights under agreements that Subcontractor may have with subcontractors to Subcontractor, suppliers and vendors in connection with the Work or the Project, which transfers and assignments may be accepted at Contractor's sole discretion in the event that Contractor has taken action under this Article. Subcontractor agrees to fully cooperate with Contractor in pursuing Contractor's rights hereunder and that Contractor shall not be required to defer or delay action taken pursuant to this Article during the pendency of any review, investigation, evaluation or assessment by Subcontractor or its surety.

It is recognized that if the Subcontractor institutes or has instituted against it a case under Title 11 of the United States Code (Bankruptcy Code), such event could impair or frustrate the Subcontractor's performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, Contractor shall be entitled to request of Subcontractor or its trustee or other successor adequate assurances of future performance. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Contractor, in addition to any other rights and remedies provided by this Agreement or by law, to terminate this Agreement. Pending receipt of adequate assurances of performance and actual performance in accordance herewith, Contractor shall be entitled to perform and furnish through itself or through others any such labor, materials or equipment for the Work as may be necessary to maintain the progress of the Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement. In the event of such bankruptcy proceedings, this Agreement shall terminate if the Subcontractor rejects this Agreement or if there has been a default and the Subcontractor is unable to give adequate assurance that it will perform as provided in this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

Subcontractor, in addition to any other rights available to Contractor hereunder, agrees to indemnify, hold harmless and defend Contractor from and against any and all claims, demands, suits, damages, judgments, liabilities, costs and expenses (including legal fees and disbursements) arising out of or related to Subcontractor's breach of any term of the Agreement.

Loss or Damage to Work

ARTICLE XII. Contractor shall not be responsible for any loss or damage to the Work to be performed and furnished under this Agreement, however caused, until after final acceptance thereof by Contractor and the Architect, nor shall Contractor be responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work, however caused.

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EXH : 000009 of 000082

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FORM 36 OH 3-17-22
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 30 of 113

Builder's Risk Insurance

Contractor or Owner shall effect and maintain All-Risk Builder's Risk insurance in accordance with the Contract Documents upon all Work, materials and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Work, but not including any contractors' machinery, tools, equipment or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Work.

A loss insured under Contractor or the Owner's All-Risk Builder's Risk insurance shall be adjusted by the Contractor or the Owner as fiduciary and made payable to Contractor or the Owner as fiduciary for the Insureds, as their interests may appear. Contractor or the Owner shall pay Subcontractors their just shares of insurance proceeds received by Contractor or the Owner, and by appropriate agreements, written where legally required for validity, and shall require Subcontractors to make payments to their subcontractors in a similar manner.

Cleaning Up

ARTICLE XIII. The Subcontractor shall, at its own cost and expense, (1) keep the Premises free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work by collecting and depositing said materials and rubbish in locations or containers as designated by Contractor from which it shall be removed by Contractor from the Premises without charge, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Subcontractor fail to perform any of the foregoing to Contractor's satisfaction, Contractor shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

Ethics & Compliance

ARTICLE XIV. The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all Federal, State, Municipal and local laws, ordinances, codes, rules, regulations, standards, orders, notices and requirements, including but not limited to those relating to safety, storm water management, discrimination in employment, fair employment practices, immigration laws or equal employment opportunity, and whether or not provided for by the Plans, Specifications, General Conditions, or other Contract Documents, without additional charge or expense to Contractor and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. Each requisition for payment shall constitute a representation and warranty that Subcontractor is in compliance with applicable law.

The Subcontractor shall at any time upon demand furnish such proof as Contractor may require showing such compliance and the correction of such violations. The Subcontractor agrees to save harmless and indemnify Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefore resulting from or in connection with the performance of Work.

The Immigration and Nationality Act as amended by the Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire persons who are not authorized to work in the United States. For all employees, employers are required to complete an Employment Eligibility Verification form I-9 which requires the prospective employee to produce documentation that establishes identity and employment eligibility. For more information visit www.uscis.gov, or speak to your attorney. Each subcontractor is solely responsible for properly completing Employment Eligibility Verifications for their own employees.

Subcontractor acknowledges represents and warrants that Subcontractor is aware of and understands IRCA, that Subcontractor is in compliance with IRCA, and that Subcontractor is not knowingly employing workers who are not authorized to work in the United States. Subcontractor agrees that Subcontractor will not employ any worker under this subcontract for whom Subcontractor has not completed and maintained I-9 verification. Subcontractor agrees that if Subcontractor acquires knowledge (constructive or otherwise, including receipt of a "no match" letter from Social Security Administration) indicating that one of Subcontractor's workers on this project may not be authorized to work in the United States, despite Subcontractor having conducted a facially valid I-9 verification, that Subcontractor will exercise due diligence as required by law to confirm authorization status and take appropriate action which may include termination of employment. Subcontractor represents and warrants that they will not subcontract to or utilize labor sources that it knows or has reason to know violate IRCA.

Contractor has a longstanding reputation for honesty and integrity in its business dealings and for its corporate policies promoting lawful and ethical behavior. Contractor is committed to upholding that reputation and has adopted a Standard of Business Conduct Policy Statement which governs the actions of all of its employees. Pursuant to that Policy Statement, Contractor employees are prohibited from accepting bribes or kickbacks in any form and, further, are prohibited from accepting goods or services provided by a subcontractor, supplier or vendor for the personal benefit of the employee, his or her relatives, or any entity in which the employee or his or her relatives has a personal interest. This prohibition includes, but is not limited to; work performed on an employee's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Subcontractor offers or provides a bribe or kickback to any employee, or offers or provides goods or services to any employee, his or her relatives, or any entity in which the employee or his or her relatives has a financial interest, the Subcontractor will be considered to be in material breach of this Subcontract. Subcontractor undertakes the commitment to advise Contractor of any action by any entity or person associated with the project that Subcontractor believes violates any applicable law, rule or regulation. Subcontractor's violation of any of the foregoing shall be considered as Subcontractor's failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for Contractor to effectuate its rights and remedies under the provisions of Article XI of this Agreement.

The provisions of this Article must be incorporated into any subcontract Subcontractor enters into in connection with the performance of the Work.

Harassment

ARTICLE XV. It is the goal of Contractor to promote a work environment at the Project that is free from harassment of any kind. Contractor has ZERO TOLERANCE for harassment, including harassment on the basis of race, sex, gender, gender identity, gender expression, transgender status, sexual orientation, pregnancy, childbirth and other pregnancy-related conditions, color, national origin, ancestry, age, religious creed, citizenship, marital status (including registered domestic partners), parental

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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FORM 36 OH 3-17-22

status, physical disability, mental disability, medical condition, genetic information, military or veteran status (including protected veteran status), or any other characteristic or status protected by law. Subcontractor agrees to be bound by the Policy Statement on Harassment referenced in Article XXIII below, and any violation or suspected violation of such policy by Subcontractor or any of its officers, agents, servants, employees, subcontractors or suppliers shall be considered as Subcontractor's failure to perform its obligations under the terms and conditions of this Agreement. Such failure shall be considered adequate and justifiable grounds for Contractor to effectuate its rights and remedies under the provisions of Article XI of this Agreement. Subcontractor shall actively promote a harassment-free work environment among its officers, agents, servants, employees, subcontractors, and suppliers.

Labor to be Employed

ARTICLE XVI. The Subcontractor shall not employ workers, means, materials or equipment or assign work in any manner which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Contractor or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in the manner or by a process that Contractor may require, including, if Contractor so requires, in accordance with any plan for the settlement of jurisdictional disputes to which Contractor may be bound in connection with the Project which may be in effect either nationally or in the locality in which the Work is being done. Subcontractor agrees that it shall assign work consistent with any such plan and shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article XI of this Agreement.

The Project or General Contract may be subject to Federal prevailing wage requirements, such as the Davis-Bacon Act or the Walsh-Healy Act, or other similar laws, statutes or requirements at a state or local level. Subcontractor shall strictly comply with all applicable prevailing wage laws, statutes or requirements and shall maintain such records as necessary to establish the amount of wages and other compensation paid to workers in connection with the Project and shall submit to Turner, as a condition for payment, certified payrolls in the form prescribed by any such laws, regulations or requirements. Subcontractor expressly agrees that the indemnification obligations set forth in this Agreement shall apply to any violations by Subcontractor of any such laws, statutes or regulations and the failure to maintain records as required herein.

Taxes & Contributions

ARTICLE XVII. The Subcontractor for the Price herein provided, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless Contractor and the Owner from and against the payment of:

1. All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.
2. All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.
3. All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

In furtherance of, and in addition to the agreements, duties obligations and responsibilities of the Subcontractor with respect to the payment of sales, use, personal property and other taxes set forth in Articles IV and XVII of this Agreement, the Subcontractor agrees to reimburse and otherwise indemnify Contractor and the Owner for any expenses, including legal fees and litigation arising from, or related to the Subcontractor's failure to pay any sales, use, personal property or other taxes based upon labor, services, materials, equipment or other items acquired, performed, furnished or used for or in connection with the Work.

Patents

ARTICLE XVIII. The Subcontractor hereby agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all liability, loss or damage and to reimburse Contractor and the Owner for any expenses, including legal fees and disbursements, to which Contractor and the Owner may be put because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Work or materials, equipment or other items used by the Subcontractor in its performance.

Disputes

ARTICLE XIX. The parties recognize that problems and disputes between them may occur and that it is preferable for them to reach an amicable resolution of same without the need to resort to formal dispute resolution procedures. In that regard, they each pledge to participate in good faith in voluntary and non-binding Alternate Dispute Resolution (ADR) procedures in the form of a mediation conducted by a neutral mediator, or such other form as the parties otherwise agree, as a condition precedent to addressing the dispute in any other forum unless Contractor agrees in writing to waive this condition precedent. The procedure for requesting such an ADR shall begin with a written notice of request for ADR delivered by one party hereto to the other. Within 14 days following the receipt of such notice, lead representatives of Subcontractor and Contractor shall meet in an effort to resolve the dispute. In the event that the dispute remains unresolved after the lead representatives meeting, a meeting shall take place between the President of Subcontractor and the General Manager or Operations Manager of Contractor within 20 days thereafter. In the event that the dispute remains unresolved after the President/Manager meeting, the parties shall proceed with ADR procedures described in the Article. However, in the event that such disputes are not resolved by mediation or another ADR procedure as Contractor and the Subcontractor may agree then such disputes shall be resolved any of following forums selected at Contractor's sole discretion either (1) the forum pursuant to which disputes between the Owner and Contractor are to be resolved under the terms of the General Contract, (2) arbitration administered by the American Arbitration Association under the rules pertinent to construction disputes then applicable or (3) in litigation. Furthermore, the Subcontractor agrees that Contractor shall have the exclusive right to join the Subcontractor as a party in any dispute resolution procedure (including without limitation ADR procedures, binding arbitration or other judicial or non-judicial proceeding) in which Contractor may be involved arising out of

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000031 of 000113
EXH : 000011 of 000082

or in connection with the Project, together with such other subcontractors or parties as may be appropriate, where in the judgment of Contractor the issues in dispute are related to the work or performance of the Subcontractor. In the event that relevant law limits or precludes Contractor's sole discretion in selecting the forum, then the dispute shall be resolved in litigation, unless the Subcontractor is to be joined by Contractor in a proceeding with Owner, in which case the forum shall be as stated in the General Contract. Furthermore, the Subcontractor expressly agrees to waive its right to trial by jury in any dispute involving Contractor and or Contractor's surety. Subcontractor further agrees that in the event that it suffers damages, cost or expenses or otherwise intends to pursue a recovery that arises out of or relates to the performance of work by another subcontractor to or under Contractor, Subcontractor's sole remedy shall be as against that responsible subcontractor and Subcontractor shall not pursue a remedy from Contractor.

Subcontractor shall continue with the diligent performance of Work pursuant to this Subcontract and follow and abide by directions and instructions issued by Contractor during the pendency of any dispute, including dispute resolution procedures, ADR procedures, arbitration or litigation.

All claims, suit or demands by Subcontractor as against Contractor or Owner shall be brought within the earlier of one year following Subcontractor's achieving substantial completion for the Subcontractor's Work or within one year of Contractor's notice of default in the event that Contractor has taken any action in accordance with Article XI, and Subcontractor hereby agrees that all relevant statutes of limitations shall be deemed reduced to such time period, to the fullest extent permitted by law.

Mechanics' Liens & Claims

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanics' lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which Contractor and/or the Owner may sustain or incur in connection therewith.

Assignment & Subletting

ARTICLE XX. To the fullest extent permitted by law, Subcontractor agrees that it shall not assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Agreement including, but not limited to, any right to receive payments hereunder, without the prior written consent of Contractor in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Subcontractor assigns, sells, encumbers or otherwise transfers its right to any monies due or to become due under this Agreement as security for any loan, financing or other indebtedness (hereafter "Assignment"), notification to Contractor of such Assignment must be sent by certified mail, return receipt requested, to the Procurement Manager in charge of the business unit responsible for the construction of the Project and the Assignment shall not be effective as against Contractor until Contractor provides its written consent to such Assignment. Subcontractor agrees that any such Assignment shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between Contractor and such assignee or transferee. Subcontractor further agrees that all of Contractor's defenses and claims arising out of this Agreement with respect to such Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Subcontractor hereby agrees to indemnify and hold harmless Contractor from and against any and all loss, cost, expense or damages Contractor or Owner has or may sustain or incur in connection with such Assignment.

Termination for Convenience

ARTICLE XXI. Contractor shall have the right at any time and for any reason, by written notice to the Subcontractor, to terminate this Agreement without cause and require the Subcontractor to cease work hereunder. In the event of such a termination for convenience, the Subcontractor shall be entitled to payment pursuant to the terms of the Agreement only for all Work performed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by the Subcontractor and directly attributable to such termination provided that such amount shall be reduced by all amounts for which Subcontractor is liable or responsible hereunder. However, the Subcontractor shall only be entitled to profit on that portion of the Work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits or other damages in the event Contractor exercises this clause.

Guarantees

ARTICLE XXII. The Subcontractor hereby guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents.

The Subcontractor shall expeditiously remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective or improper Work, materials or equipment existing or discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

Without limiting the generality of the foregoing, the Subcontractor warrants to the Owner, the Architect and Contractor, and each of them, that all materials and equipment furnished under this Agreement will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents, that the Work performed pursuant to this Agreement will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements, including substitutions not properly approved and authorized, shall be considered defective. All warranties contained in this Agreement and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law. Failure of Subcontractor to honor and satisfy the foregoing and any other warranties or guarantees required of the Subcontractor under the Contract Documents, shall constitute a default by Subcontractor.

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EXH : 000012 of 000082

Accident Prevention & Other Policies

ARTICLE XXIII. The Subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, and the Clean Water Act, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established or imposed during the progress of the Work by Contractor. When so ordered, the Subcontractor shall stop any part of the Work which Contractor deems potentially unsafe, noncompliant or in violation until corrective measures satisfactory to Contractor have been taken, and the Subcontractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, Contractor may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefor.

This Subcontractor acknowledges the receipt of Contractor's "Corporate Safety, Health and Environmental Policy", “Substance Abuse Policy”, "Equal Employment Opportunity" policy and “Policy Statement on Harassment.” Subject to applicable law this Subcontractor further agrees to be bound to these policies as a part of the supplemental and special conditions to the contract for construction of the project, including any amendments or modifications of such policies that Contractor may issue at any time. Subcontractor further acknowledges that Contractor endeavors to employ on its projects robust programs with respect to safety and storm water management, as well as compliance with relevant laws and regulations, including, without limitation, OSHA and the Clean Water Act. Such programs may include aggressive measures and requirements, such as reporting, training of personnel and inspections that may be considerably above and beyond minimum standards. Subcontractor agrees to comply with any and all requirements Contractor may impose in connection with such programs and policies, whether as part of this Subcontract or hereafter, and the cost and expense of such compliance shall be borne by the Subcontractor.

In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Subcontractor, the Subcontractor’s subcontractors and anyone directly or indirectly employed or otherwise retained by them or either of them, the Subcontractor shall immediately provide written notice of the chemical composition thereof (including, without limitation, a copy of the applicable Material Safety Data Sheet) to Contractor in sufficient time to permit compliance with such laws by Contractor, other subcontractors and other employers on the site. In the event that the Subcontractor encounters on the site material reasonably believed to be hazardous substances (including, without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and immediately report the condition to Contractor in writing. Work in the affected area shall resume when such hazardous substances have been rendered harmless or removed as determined by Contractor in its sole and absolute discretion. To the extent of Subcontractor’s responsibilities hereunder, Subcontractor does indemnify and save harmless Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor in regard to such hazardous substances.

Assumption of Liability & Indemnity

ARTICLE XXIV. Throughout this Agreement, the “Indemnified Party (ies)” means Contractor, the Owner, any party required to be indemnified pursuant to the General Contract, and any of their respective officers, agents, servants, or employees, and affiliates, parents and subsidiaries. Except as otherwise provided below, the Subcontractor hereby assumes the entire responsibility and liability for any and all actual or potential damage or injury of any kind or nature whatsoever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of the Subcontractor, or any tier of the Subcontractor or otherwise, or to all property or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party’s alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, the Subcontractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof. However, this Article shall not be construed in any way to require the Subcontractor, its agents, and its employees to indemnify the Indemnified Party for damages because of property damage or bodily injury caused by or resulting from the Indemnified Party’s own negligence. When the Subcontractor has the obligation to indemnify the Indemnified Party, the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. In the event that any such claims, loss, cost, expense, liability, damage, penalties, fines or injury arise or are made, asserted or threatened against the Indemnified Party, Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify the Indemnified Party from and against any and all such claims, loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, or Contractor in its discretion may require the Subcontractor to furnish a surety bond satisfactory to Contractor guaranteeing such protection, which bond shall be furnished by the Subcontractor within five (5) days after written demand has been made therefor.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker’s compensation laws, and Subcontractor expressly waives such constitutional and statutory immunity to the extent necessary to give effect to Subcontractor’s indemnity obligations hereunder.

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EXH : 000013 of 000082

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE INDEMNITY OBLIGATIONS OF THE SUBCONTRACTOR, THEN THE INDEMNITY OBLIGATIONS OF THE SUBCONTRACTOR SHALL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THIS ARTICLE SHALL BE CONSTRUED TO CONFORM TO SUCH LAW.

Insurance

ARTICLE XXV. Insurance.

A. Required Insurance

Before commencing the Work, the following insurance coverages from insurance companies satisfactory to Contractor shall be in place and maintained until completion and final acceptance of the Work:

1. WORKERS' COMPENSATION in accordance with laws of the State in which the Work is situated, and EMPLOYERS' LIABILITY INSURANCE in the amount of $1,000,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTOR'S LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, Personal Injury Liability, Broad Form Property Damage (including completed operations), and Explosion, Collapse and Underground Hazards, with the following minimum limits:(Coverage shall be equivalent to current ISO Occurrence Form). No exclusions or restrictions for Crane usage will be permitted.

$ SDS /Occurrence

$ SDS General Aggregate

Subcontractor has elected to obtain the above insurance coverages set forth in paragraphs 1 and 2 above in the manner set forth in the Subcontractor Election A, B or C (with Subcontractor Election B having a further coverage option that is stated in, and may be elected by checking, Sub-Part B-1) that is checked below (Note: only one of Subcontractor Election A, B or C is to be selected, however Subpart B-1 may also be selected but only if Subcontractor Election B is selected):

SDS Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor. Contractor shall have the right, without limitation, to reject any insurance company selected by Subcontractor that has an A.M. Best rating of less than A or Standard and Poor's rating of less than AA or a Moody's rating of less than Aa. This insurance coverage shall include Products and Completed Operations coverage which Subcontractor agrees to maintain for a period equal to the statute of repose in the state in which the project is located. Subcontractor further agrees that it shall require each of its sub-subcontractors to provide the above insurance coverages subject to the terms and conditions set forth below. All costs are included in the Price and are to be paid by the Subcontractor.

or

SDS Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program that insures Subcontractor and its eligible lower tier subcontractors, which program has been made available to Subcontractor by Contractor, as described and with limits of liability, terms and conditions set forth in the Contract Documents, including, but not limited to, the CCIP Manual, and Subcontractor agrees to all terms and conditions therein, and makes all representations and warranties, associated therewith. Subcontractor acknowledges and agrees i) that insurance costs will be incurred to provide the above insurance coverages under the consolidated program; ii) that as opposed to Subcontractor including such insurance costs in the Price and paying such costs directly, the Price does not include insurance costs for the above insurance coverages, iii) that it is more convenient and efficient for Contractor to pay such insurance costs on Subcontractor's and Subcontractor's eligible lower tier subcontractor's behalf, and iv) that Contractor is authorized by Subcontractor to pay such insurance premiums on Subcontractor's behalf and Subcontractor's eligible lower tier subcontractor's behalf.

SDS Sub-Part B-1 to Subcontractor Election B. By checking this further election, Subcontractor agrees that it has selected Subcontractor Election B with respect to providing the above insurance coverages for eligible lower tier subcontractors engaged by or through Subcontractor to the extent permitted by the Contract Documents (including the CCIP Manual), however, Subcontractor agrees that as to Subcontractor itself, the above insurances will be provided by Subcontractor in accordance with the terms and conditions of Subcontractor Election A above. Accordingly, Subcontractor itself shall be deemed an "Excluded Party" with respect to the consolidated insurance program as described in the Contract Documents (including the CCIP Manual). Any other "Excluded Party" lower tier subcontractors (if applicable) with respect to the consolidated insurance program arranged by Contractor shall be required to procure their own insurance coverages at their expense. For Subcontractor's lower tier subcontractors that are not an "Excluded Party", the above insurance coverages shall be provided through the consolidated insurance program as described in Subcontractor Election B to the extent permitted by the Contract Documents (including the CCIP Manual).

Subcontractor represents and warrants that all amounts, information and data that Subcontractor and its lower tier subcontractors has provided or will provide in connection with CCIP applications and other related forms and documents, including estimated payroll and insurance costs, are, or shall be when submitted, true and accurate. Subcontractor represents and warrants that the amount of estimated unburdened payroll (payroll without benefits or overtime, unless the overtime portion is included as

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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EXH : 000014 of 000082

required by the regulations of the State in which the project is located) actually used by Subcontractor and its eligible lower tier subcontractors in calculating the Price is $ SDS ("Initial Payroll Estimate" or "Estimated On-Site Payroll") (if Sub-Part B-1 is elected, this amount only pertains to Subcontractor's eligible lower tier subcontractors). Subcontractor further agrees that all such amounts, data and information, including the estimated unburdened payroll amount used to calculate the Price, shall be to subject to audit and verification if Contractor or the CCIP Administrator elects to do so and Subcontractor agrees to cooperate fully and provide documents and other records requested in connection with such audit and verification and to cause its lower tier subcontractors to do the same. Subcontractor acknowledges that such amounts, information and data or such other amounts as verified in accordance with the CCIP Manual or through audit may be used to calculate final and interim cost adjustments to the Price and/or payments to Subcontractor (at Contractor's discretion) as described in the CCIP Manual. Contractor and the CCIP Administrator shall not be required to use any amount greater than the foregoing "Estimated On-Site Payroll" as the unburdened payroll amount when calculating such adjustments for Subcontractor and its lower tier subcontractors as described in the CCIP Manual.

or

SDS Subcontractor Election C). The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP) as described and with limits of liability set forth in the Contract Documents and Subcontractor agrees to all terms, and makes all representations and warranties, associated therewith.

Subcontractor acknowledges that if any of the above insurance coverages are provided through a consolidated program arranged pursuant to Subcontractor Election B, Subcontractor Election B-1 or Subcontractor Election C, such coverage will not apply to any operations off of the premises (as defined in the CCIP Policy or Manual or OCIP Policy or Manual) and Subcontractor shall provide and maintain the above insurance coverages with respect to off-premises operations. Subcontractor further agrees that in the event that the insurance coverage provided by a consolidated insurance program (Subcontractor Election B or C) is cancelled prior to the completion of the Work, subcontractor shall provide the insurance coverage (set forth in paragraphs 1 and 2). Subcontractor further acknowledges and represents i) that it was not required to select any particular election provided for above and was free to choose Subcontractor Election A if it preferred to apply for and obtain insurance itself, ii) that Subcontractor has reviewed the other Subcontractor Elections available for this Project and has chosen the election selected above, and iii) that Subcontractor has satisfied itself that the Subcontractor Election checked above is preferable to Subcontractor for reasons of convenience, economics and/or coverage afforded.

3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:

Combined Single Limit $ SDS /accident

4. ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

B. Insurance Conditions

The following terms and conditions are applicable to all insurance:

Before commencing the Work, the Subcontractor shall furnish a certificate(s), satisfactory to Contractor from each insurance company showing that the above insurances (1, 2 Subcontractor Election A, 3 and CGL operations off of the premises under 2 Subcontractor Election B and C, and 4) are in force, stating policy numbers, dates of expiration, and limits of liability thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention.

The Subcontractor shall name the Indemnified Parties and such other entities as may be reasonably requested as additional insureds under the policies of insurance listed in paragraph A maintained by the Subcontractor (with the exception of Workers Compensation insurance), whether during the performance of the Work or any time thereafter. The coverage to be provided to the additional insureds shall be for all liability arising out of the Work. Subcontractor will submit a certificate of insurance and a copy of endorsements to the insurance policies listing all parties required to be named by Subcontractor as additional insureds. Subcontractor hereby waives all rights of recovery from Contractor and the Indemnified Parties, including but not limited to rights of subrogation, with respect to any matter, claim or suit that is required to be covered by insurance to be maintained by Subcontractor pursuant to the Contract Documents.

It is expressly agreed by and between Subcontractor and Contractor that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to the additional insureds and that any other insurance carried by the additional insureds shall be excess of all other insurance carried by the Subcontractor and shall not contribute with the Subcontractor's insurance. Subcontractor further agrees that the amount of insurance available to Contractor and the additional insureds shall be for the full amount of the loss up to policy limits of liability and shall not be limited to the minimum requirements of this Subcontract. Subcontractor further agrees to provide endorsements on its insurance policies that shall state the foregoing; however, Subcontractor's failure to provide such endorsement shall not affect Subcontractor's agreement hereunder.

If the Subcontractor fails to procure and maintain such insurance, if required, Contractor shall have the right, but not the obligation, to procure and maintain said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance or at Contractor's option, Contractor may offset the cost incurred by Contractor against amounts otherwise payable to Subcontractor hereunder. Subcontractor further agrees that in the event of such failure to procure and maintain such insurance, Subcontractor shall be liable

Filed 26-90440 07/17/2026 Paige Parker, Christian Circuit Clerk

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EXH : 000015 of 000082

for all amounts which would have been payable pursuant to the insurance required by this Subcontract. If, in Contractor's discretion, Contractor is concerned that any insurance company selected by Subcontractor has, at any time, faced diminished financial strength or that the insurance company may no longer provide the same level of financial strength (such as a decline in an A. M. Best, Standard and Poor's or Moody's rating), Contractor may require that Subcontractor provide replacement insurance coverage through an insurance company satisfactory to Contractor.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR OTHER APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT CONTRACTOR MAY REQUIRE FROM SUBCONTRACTOR, THEN SUBCONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

Bonds

ARTICLE XXVI. The Subcontractor shall furnish to Contractor a performance bond in the amount of $ **SDS** and a separate payment bond in the amount of $ **SDS** the form and contents of such bonds and the Surety or Sureties thereon to be satisfactory to Contractor. Such bonds shall be furnished to Contractor within ten (10) calendar days after Subcontractor has executed this Agreement or within such other time period agreed to by Contractor in writing. In the event Subcontractor fails to furnish such bonds to Contractor within the time period as hereinabove provided, such failure shall constitute a default under this Agreement in which event Contractor shall have all of the rights and remedies provided in Article XI hereof with respect to default on the part of Subcontractor including, without limitation, the right to terminate this Agreement.

Without limiting the responsibilities of Subcontractor and its Surety under the terms of this Agreement, Subcontractor and its Surety hereby agree to promptly pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used or consumed in connection with the prosecution of the Work provided for in said Subcontract and any and all modifications thereof, and shall indemnify and save harmless Contractor of and from all liability loss, damage and expense, including interest, costs and attorney fees, which Contractor and/or its Surety may sustain by reason of Subcontractor's or its Surety's failure to do so.

Subcontractor and its Surety hereby agree to execute and deliver to Contractor when requested in connection with the issuance of change orders under this Agreement, Rider "A" amendments (or other documents as Contractor may require) increasing the amount (Penal Sum) of the Payment and Performance Bonds furnished by the Subcontractor. The reasonable premiums or other charges paid by the Subcontractor for the procurement of the Rider "A" amendments will be paid as a change to this Agreement.

Severability

ARTICLE XXVII. In the event that any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

Business Enterprise Compliance

ARTICLE XXVIII. In the event that the Project or General Contract is subject to any federal, state, or local program(s) requiring Contractor or its subcontractors to meet certain goals or commitments with regard to the award of subcontracts or supply contracts to small and/or disadvantaged businesses, including but not limited to minority owned, woman owned, veteran owned and local businesses, then the provisions of this Article shall apply. Subcontractor acknowledges that: a) the Federal Small Business Program applies if the General Contract is a direct federal government contracts (*i.e.*, contracts awarded by a federal executive agency); b) the Disadvantaged Business Enterprise Program applies to projects that are funded in whole or in part with federal funds, including those funded through a grant awarded to the Owner; c) there are state and local programs that may apply to public projects that are funded by a state or local government; and d) these programs have different eligibility requirements as well as different methods of counting small business, minority, and other designated categories of participation at all subcontracting levels. Subcontractor agrees that it shall fully understand and comply with the rules and regulations of all such programs to the fullest extent applicable to the General Contract, Subcontract or this Agreement.

A. If Subcontractor is or otherwise satisfies the qualifications or requirements of any of the following, or if Subcontractor has in any way represented or given Contractor reason to believe that such is the case: (a) a small business under the Federal Small Business Program (*i.e.*, a small business, a small disadvantaged business (SDB), a HUBZone small business, a service-disabled veteran-owned small business (SDVOSB), a veteran-owned small business (VOSB), or a women-owned small business (WOSB)) (hereinafter collectively referred to as an "SBE"); (b) a Disadvantaged Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), or Woman Owned Business Enterprise (WBE), or the functional equivalent under federal, state, or local law (hereinafter collectively referred to as a "DBE"); or (c) a category or status designated by state or local authorities which otherwise classifies or designates certain business entities, collectively referred to as Local Business Enterprises (LBEs); then Subcontractor acknowledges, represents, agrees and warrants that: (i)Subcontractor in fact has such status and has obtained all required federal, state, or local certifications of such status; (ii) Contractor is relying upon such representation and status to fulfill any and all SBE, DBE or LBE goals or commitments Contractor has made to the Owner and/or a government agency or as otherwise required of Contractor; (iii) Subcontractor shall maintain its status as an SBE, DBE or LBE throughout the performance of the subcontract or purchase order; (iv) Subcontractor immediately shall notify Contractor if there is a change in Subcontractor's status as an SBE, DBE or LBE; (v) Contractor has engaged Subcontractor based on Subcontractor's representation that Subcontractor shall perform in such a manner that 100% of Subcontractor's Work and 100% of the Subcontract value shall be eligible for credit towards Contractor's goals and commitments with regard to the award of subcontracts to SBEs, DBEs and/or LBEs; (vi) Subcontractor shall perform in such a manner that Contractor shall be eligible to receive credit towards Contractor's goals and commitments regarding the award of subcontracts to SBEs, DBEs, and/or LBEs for 100% of the Subcontract value; (vii) Subcontractor will not engage in any effort or take any action that would prevent Contractor from receiving 100% credit; (viii) Subcontractor shall engage in a genuine commercially useful function as defined by law and shall not act as a pass-through to sub-subcontractors, suppliers, or vendors who are not SBEs, DBEs or LBEs; (ix) Subcontractor will not engage in any effort to create the appearance of SBE, DBE or LBE legitimacy or participation when in fact it does not exist; and (x) if Subcontractor awards any of its work through sub-subcontract, purchase order, or otherwise, to an SBE, DBE or LBE, then Subcontractor will do so only in a manner that does not affect the ability to receive credit as described above for 100% of the Subcontract value, including awarding same only to SBE, DBE or LBE sub-subcontractors, suppliers, or vendors if and to the extent necessary to achieve this result.

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EXH : 000016 of 000082

B. If Subpart A. of this Article is not applicable to Subcontractor, then Subcontractor acknowledges and agrees that the obligations and commitments assumed by Contractor with regard to the award of subcontracts to SBEs, DBEs and/or LBEs, have likewise been assumed by Subcontractor pursuant to this Agreement, including but not limited to meeting or exceeding the same percentage or other requirements or goals for each separate category of SBE, DBE and/or LBE employment in connection with the performance of the Work and satisfying all obligations and responsibilities with respect to reporting and documenting same.

C. The provisions of this Subparagraph C. shall be applicable to all Subcontractors. If or when Subcontractor awards any of its work through sub-subcontract, purchase order, or otherwise, to an SBE, DBE or LBE, to the extent permitted or required by this Agreement, then Subcontractor further acknowledges, represents, agrees and warrants that Subcontractor shall: (i) verify that such SBE, DBE or LBE has such status and has obtained all required federal, state, or local certification of such status; (ii) require its SBE, DBE or LBE sub-subcontractors, suppliers, or vendors to maintain their status as an SBE, DBE or LBE throughout the performance of their sub-subcontract, purchase order, or other agreement; (iii) immediately notify Contractor if there is a change in a sub-subcontractor's, supplier's, or vendor's status as an SBE, DBE or LBE; (iv) require all SBE, DBE or LBE sub-subcontractors, suppliers, or vendors to engage in a genuine commercially useful function as defined by law; (v) ensure that all SBE, DBE or LBE sub-subcontractors, suppliers, or vendors are not acting as a pass-through to another sub-subcontractor, supplier, or vendor who is not a SBE, DBE or LBE; and (vi) not permit a sub-subcontractor, supplier, or vendor to engage in any effort to create the appearance of SBE, DBE or LBE legitimacy or participation when in fact it does not exist.

Subcontractor agrees that: (i) Contractor, or its authorized representative, shall have access to and the right to examine and audit all of Subcontractor's records relating to Subcontractor's Work under this Agreement including, but not limited to, lower-tier subcontracts, equipment leases, purchase orders, and other agreements with third parties; (ii) Subcontractor and its sub-subcontractors, vendors and suppliers shall submit any forms, certifications or documents required by Contractor relating to participation on the Project, regardless of whether such forms or documents have been requested or required by the Owner; (iii) failure to honor and comply with any of the terms or conditions of this Article and/or its failure to comply with any applicable law relating to the award of subcontracts to SBEs, DBEs and/or LBEs shall constitute a material breach of this Agreement; (iv) submission by Subcontractor of a monthly requisition for payment or invoice shall constitute a certification by Subcontractor that each and every representation and warranty set forth in this Article is and remains truthful, accurate, and complete, and that Subcontractor is in full compliance with the terms and conditions of this Article, as of the date such requisition or invoice is submitted to Contractor; (v) Contractor may rely on these certifications in making payment to Subcontractor and in making like representations to others; (vi) Contractor shall have the right to withhold payment from Subcontractor if Contractor has reasonable grounds to believe that Subcontractor is not in full compliance with its obligations set forth in this Article; and (vii) that Subcontractor shall include a provision in all agreements with its sub-subcontractors, vendors and suppliers, whereby such sub-subcontractors, vendors and suppliers acknowledge and agree to conduct their operations and affairs in a manner that ensures that Subcontractor is not in violation of any provision in this Article and to provide forms, certifications and documents as required by Contractor or this Article.

U.S. Government Prime Contract

ARTICLE XXIX. In the event that the General Contract under which this Subcontract is being issued is a General Contract between Contractor and the United States Government or an agency thereof, additional Federal Acquisition Regulation ("FAR") and agency FAR supplemental provisions are applicable to this Agreement. Such FAR and agency FAR supplemental provisions are contained on the attached document entitled "Federal Supplement" and such provisions are hereby incorporated by reference herein as if set forth at length herein. Subcontractor hereby ratifies and re-affirms its Subcontractor Certifications and Disclosures that Subcontractor signed and submitted with its proposal submitted earlier to Contractor and such Certifications and Disclosures are hereby incorporated herein by reference as if set forth at length herein.

ARTICLE XXX. This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by Contractor except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. Subcontractor acknowledges and represents that it has completed and submitted to Contractor a prequalification questionnaire, that all statements therein and in the attachments to such questionnaire were true, accurate and complete, and remain true, accurate and complete, and that Contractor has relied on truthfulness, accuracy and completeness of such statements and the contents of the attachments thereto in deciding to enter into this Agreement. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict or alter the content, meaning or effect thereof.

Entire Agreement

The said parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

In Witness Whereof the parties to these presents have hereunto set their hands as of the day and year first above written.

SUBCONTRACTOR		**CONTRACTOR**	
By:	SDS	**By:**	SDS
Official title:	SDS		Vice-President

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EXH : 000017 of 000082

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Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Form 647 REV. 07/20/12

LABOR and MATERIAL PAYMENT BOND

BOND#_____

KNOW ALL MEN BY THESE PRESENTS; that **CEI Michigan, LLC**/ PO.No **4700181587** with principal offices located at **7750 E. M36 (H310), Whitmore Lake,MI, 48189** as principal (hereinafter "Principal"), and

_____

(Name of Surety)

as Surety, a _____corporation with home office located at _____

_____

(Address)

(hereinafter "Surety") are held and firmly bound unto **Turner-Kokosing Joint Venture**, a corporation (hereinafter "Obligee"), in the sum of **FIVE MILLION SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED TWENTY-FIVE Dollars** (**$5,740,225.00**) (which amount, as it may increase as provided herein below, is hereinafter referred to as "Penal Sum") for the payment whereof the Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated entered into subcontract with Obligee for the performance of **Roofing** (hereinafter "the Subcontract Work"), for and at the **Ascend Elements Apex 1** (hereinafter the "Project") located at **6505 Johns River Road, Hopkinsville, KY, 42266** in accordance with Drawings and Specifications prepared by which subcontract is by reference made a part hereof, and is hereinafter referred to as the "Subcontract".

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation shall be void: otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1) A Claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Subcontract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Subcontract.

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EXH : 000018 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821521C5

Form 647 REV. 07/20/12

2) The above named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3) No suit or action shall be commenced hereunder by any Claimant:

a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Surety named above and one of the following: the Principal or the Obligee within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which the Principal ceased performing Subcontract Work, it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of Competent jurisdiction in and for the country or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated and not elsewhere.

4) The initial amount of the Penal Sum set forth herein above corresponds with the Subcontract price as set forth in the Subcontract. In the event that the Subcontract price increases, the amount of the Penal Sum shall increase to correspond to the increase in the Subcontract price, automatically and without consent, agreement or approval of Surety, provided, however, that the total increase of the Penal Sum shall not be greater than 25% of the initial amount without the written consent of the Surety, which shall not be unreasonably withheld.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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EXH : 000019 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B667-B0A0821511C5

Form 647 REV. 07/20/12

5) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvement whether or not claim for the amount of such lien be presented under and against this Bond.

IN WITNESS WHEREOF the Principal and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this _____ day of _____20 _____

(Impress Corporate Seal)

_____,Principal

(Name of Subcontractor/Principal)

ATTEST:

_____

By: _____

(Officer's Name)

Title _____

(Impress Corporate Seal) _____ Surety

(Name of Surety)

By: _____

(Attorney-in-Fact)

ATTEST:

_____

NOTE: An original Power of Attorney bearing same date as Bond must be attached.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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EXH : 000020 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5

Form 647 REV. 07/20/12

ACKNOWLEDGMENT

STATE OF :

: ss.

COUNTY OF :

On this _____ day of _____, 20_____, before me appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resided in _____ that he/she is the _____ (Officer) of the corporation described in and which executed the foregoing **LABOR** and **MATERIAL PAYMENT BOND** (hereinafter "Instrument") as Subcontractor/Principal; that he/she knew the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the foregoing instrument was signed, sealed and delivered by him/her on behalf of said corporation by its authority duly given as the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, the said _____ (Name of Officer) has subscribed and sworn to the foregoing oaths before me, and I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

_____

(Notary Public)

My Commission Expires:

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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EXH : 000021 of 000082

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Form 646 Rev 10/19/18

PERFORMANCE BOND

BOND#_____

KNOW ALL MEN BY THESE PRESENTS; that **CEI Michigan, LLC** /PO.No **4700181587** with principal offices located at **7750 E. M36 (H310), Whitmore Lake, MI, 48189** as principal (hereinafter "**Principal**"), and

_____

(Name of Surety)

as **Surety**, a _____ corporation with office located at _____

_____

(Address)

(hereinafter "**Surety**") are held and firmly bound unto **Turner-Kokosing Joint Venture**, a corporation (hereinafter "**Obligee**"), in the sum of **FIVE MILLION SEVEN HUNDRED FORTY THOUSAND TWO HUNDRED TWENTY-FIVE Dollars** (**$5,740,225.00**) (which amount, as it may increase as provided herein below, is hereinafter referred to as "**Penal Sum**") for the payment whereof **Principal** and **Surety** bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, **Principal** has by written agreement dated entered into a Subcontract with **Obligee** for the performance of **Roofing** (hereinafter **Subcontract Work**), for and at the **Ascend Elements Apex 1** (hereinafter "**Project**") located at **6505 Johns River Road, Hopkinsville, KY, 42266** in accordance with Drawings and Specifications prepared by which Subcontract is by reference made a part hereof, and is hereinafter referred to as the ("**Subcontract**").

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if **Principal** promptly and faithfully perform said **Subcontract Work**, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any alteration or extension of time made by **Obligee**.

Whenever **Principal** shall be and declared by **Obligee** to be in default under the **Subcontract**, **Obligee** having performed its obligations thereunder, **Surety** shall within ten (10) days of written notice of default request information from **Obligee** in connection with the default. Within an additional thirty (30) days, **Surety** shall provide a response to **Obligee** with regard to how it intends to promptly cure **Principal's** default. **Surety** may, with **Obligee's** consent, proceed to promptly remedy the default, by the following options:

1) Complete the **Subcontract** in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing **Subcontract Work** in accordance with **Subcontract's** terms and conditions, an upon determination by **Surety** of the lowest responsible bidder, or if **Obligee** elects, upon determination by **Obligee** and **Surety** jointly of the lowest responsible bidder, arrange for a subcontract between such bidder and **Obligee**. The subcontract between such bidder and **Obligee** shall include such bidder to provide **Obligee** with a new Performance Bond (hereinafter a **"New Bond"**) containing the same terms and conditions as Principal's original Bond to **Obligee**. The Penal Sum of the **New Bond** shall be the cost to complete **Project**, including any adjustments thereto. Upon arranging a subcontract between such bidder and **Obligee**, **Surety** shall within ten (10) days of the execution of a subcontract, immediately make available sufficient funds to pay **Obligee** the cost of completion, less the balance of the **Subcontract** price, including other costs and damages for which Surety may be liable hereunder. In no event shall the liability of the **Surety** exceed the penal sum of the Bond. The term "**balance of the Subcontract price"** as used in this paragraph, shall mean the total amount payable by **Obligee** to **Principal** under **Subcontract** and any amendments thereto, less the amount properly paid by **Obligee** to **Principal**.

In the event the Obligee declares the Principal to be in default of its **Subcontract**, **Obligee**, after written notice to **Surety**, may in its sole and absolute discretion and without limiting its rights or defenses at law, in equity, under this Bond or **Subcontract**, immediately arrange for the performance of any and all of **Principal's** obligations under **Subcontract in order to maintain the progress of the Principal's obligations during the Surety's forty (40) day investigatory period**. Failure by **Obligee** to exercise its rights, defenses, etc. under this Bond or **Subcontract** shall not be deemed a waiver of such rights, defenses, etc. Surety shall indemnify and save harmless **Obligee** of and from any and all reasonable and necessary costs, interest, expenses, losses, damages, including but not limited to, reasonable attorneys' fees, professional consulting fees or other fees deemed necessary which

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000042 of 000113
EXH : 000022 of 000082

Form 646 Rev 10/19/18

Obligee sustained or incurred in connection with the performance of **Principal's** obligations under Subcontract. Once the **Surety** advises the **Obligee**, in writing, with respect to how it intends to proceed under options 1 or 2 above and work commences thereunder, the **Obligee**, unless otherwise mutually agreed, or as soon as reasonably practicable, will cease from performing further work relating to the **Principal's** obligations under the **Subcontract**. In the event of any conflict between the terms and conditions of this Bond and the Subcontract, with respect to the Obligee progressing the Principal's obligations during the Surety's forty (40) day investigatory period, this Bond shall govern.

The initial amount of **Penal Sum** set forth herein above corresponds with **Subcontract** price as set forth in the **Subcontract**. In the event that the **Subcontract** price increases, the amount of the **Penal Sum** shall increases to correspond with the increased **Subcontract** price, automatically and without consent, agreement or approval of **Surety**; provided, however, that the total increase of the **Penal Sum** shall not be greater than Twenty Five Percent (25%) of the initial amount without the written consent of **Surety**, which consent shall not be unreasonably withheld.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than **Obligee** or their respective heirs, executors, administrators or successors.

Principal and **Surety** shall not be liable to **Obligee**, unless **Obligee** has performed the obligations to **Principal** in accordance with the terms of **Subcontract**.

As used in this Bond, the term "**Obligee**" is anyone performing **Obligee's** obligations under **Subcontract** in the event of **Obligee's** failure to do so.

This Bond shall be for the sole benefit of **Obligee**, their respective heirs, executors, administrators or successors.

Notwithstanding anything set forth herein that is or may be construed to the contrary, in no event shall the liability of the Surety exceed the Penal Sum of the Bond.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto caused this Bond to be duly executed and acknowledged as set forth below this _____ day of _____, 20___.

(Impress Corporate Seal)

ATTEST:

_____

_____, **Principal**
(Name of Subcontractor/Principal)

By: _____
(Officer)

Title _____

(Impress Corporate Seal)

_____ **Surety**
(Name of Surety)

By: _____
(Attorney-in-fact)

ATTEST:

_____

Note: An original Power of Attorney bearing same date as Bond must be attached.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000043 of 000113

EXH : 000023 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B667-B0A0821511C5

Form 646 Rev 10/19/18

ACKNOWLEDGMENT

STATE OF :

:ss.

COUNTY OF :

On this _____ day of _____, 20___, before me appeared_____, to me known, who being by me dully sworn, did depose and say that he/she resided in _____; that he/she is the _____ (Officer) of the corporation described in and which executed the foregoing **PERFORMANCE BOND** (hereinafter "Instrument") as Vendor/Principal; that he/she knew the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that the foregoing instrument was signed, sealed and delivered by him/her on behalf of said corporation by its authority duly given as the voluntary act and deed of said corporation.

IN WITNESS WHEROF, the said _____ (Name of Officer) has subscribed and sworn to the foregoing oaths before me, and I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

_____
(Notary Public)

My Commission Expires:

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000044 of 000113

EXH : 000024 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint
Page 45 of 113

Exhibit “A”
ADDITIONAL PROVISIONS
CEI Michigan, LLC (“Subcontractor”)
BP #05 - Roofing

A. GENERAL

Provide labor, material, equipment, and all else necessary to furnish and install complete the **Roofing Work for Extraction, Crystallization and Leaching Buildings** as required by the contract documents and as outlined below. The Work shall include, but not be limited to, all materials, expediting, labor, tools, equipment, scaffolding, shop drawings, catalog cuts, engineering, layout work, supplies, plant, freight superintendence, transportation, temporary construction where required, compliance with all agencies (City, County, State, and Federal as may be required), contributions, insurances, all taxes of any kind, all other services, facilities and things necessary for the Work.

The scope of work is intended to be general in nature. The intention is to have this Subcontractor perform all related work shown on the Contract Documents other than those items specifically indicated below to be excluded. The Scope of Work takes precedence over the Drawings & Specifications in the event of a conflict in trade assignment or responsibility. By accepting this contract, the Subcontractor is verifying that the plans and specifications clearly identify the Subcontractor’s work.

B. CONTRACT DOCUMENTS - DRAWINGS AND SPECIFICATIONS

1. Drawings prepared by SSOE identified in BP #5 or as modified by Addenda outlined herein.
2. Bid Package BP #05 - Roofing, prepared by Contractor, dated 1/12/2023.

C. ADDITIONAL CONTRACT DOCUMENTS

All “Additional Contract Documents” have either been provided to Subcontractor, or are attached to this contract. Signature of Contract by Subcontractor indicates receipt and acceptance of these documents as part of the Contract.

Iden.	Description	Date	Doc Status
Exhibit “A”	Additional Provisions	4/5/2023	This Document
Exhibit “B”	Scope of Work	2/22/2023	Attached
Exhibit “B1”	CEI Specification Clarifications	2/5/2023	Attached
Exhibit “B2”	Scope Review Meeting Notes	2/2/2023	Attached
Exhibit “C”	Contractor Controlled Insurance Program	1/27/2023	In BP-05
Exhibit “D”	Ascend Elements Roofing Schedule	1/13/2023	In BP-05
Exhibit “E”	Site Logistics Plan	1/6/2023	In BP-05
Exhibit “G”	Project Safety Manual	1/26/2022	In BP-05
Exhibit “I”	Insurance Requirements	4/3/2023	Attached
Exhibit “L”	Christian County Wage Rates	8/12/2022	In BP-05
Exhibit “Q”	Accelerated Payment Program Rider - Ohio	3/20/2017	In BP-05
Exhibit “R”	Textura Overview	12/13/2022	In BP-05
Exhibit “T”	Harassment Policy	3/16/2021	In BP-05
Exhibit “V”	Jobsite & Office Vandalism/Graffiti Policy	9/15/2022	Attached
Exhibit “Y”	Turner Code of Conduct for Business Partners	7/01/2021	In BP-05
Exhibit “Z”	Apex 1-Ph 1 Geotechnical Engineering Report	11/22/2022	In BP-05

D. CONSTRUCTION SCHEDULE

1. Contract Price is based on the project schedule included in Bid Manual

E. WORK INCLUDED

The clarifications below defining the work of this contract are meant to clarify, not limit, the requirements of this contract. They include, but are not limited to:

The Subcontractor is also responsible for trade specifications not specifically listed above but required by reference in the listed specifications or as required to perform the scope of work described herein, as well as the Bidding Requirements, Contracting Requirements, and the use of the Construction Documents as a whole.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000045 of 000113
EXH : 000025 of 000082

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Turner-Kokosing JV ("Contractor")

(221354) Ascend Elements
Agreement 4700181587
April 5, 2023

Exhibit "A"
ADDITIONAL PROVISIONS
CEI Michigan, LLC ("Subcontractor")
BP #05 - Roofing

The basic scope of this Subcontract Agreement is detailed in Bid Package #05, Section 00220, Scope of Work dated 1/12/23. Further clarification or modification as outlined in these Additional Provisions or as follows:

GENERAL ITEMS:

1. Contract Price is LUMP SUM. There shall be NO additional labor and material escalations allowed
2. Examination of Site – Subcontractor warrants that they have sufficiently reviewed the project site to inform themselves of all items about existing site that are relevant to their work, and the cost of their work.
3. Include protection all adjacent structures during performance of this work. Plan for protection of adjacent structures must be part of the overall plan submitted for approval prior to start of work
4. SITE LOGISTICS: Refer to the Site Logistics plans included in the Contract Documents. Delivery trucks are to be scheduled with Contractor at least one (1) week in advance.
5. Subcontractor change order requests shall be provided with sufficient detail (as acceptable to Contractor) to allow for satisfactory review. Subcontractor shall be allowed a maximum mark up for overhead and profit per the markup provisions included in the Subcontract Agreement, or as clarified in Contract Documents above.
6. Subcontractor is responsible for all costs associated w/ obtaining blueprints (Unless clearly indicated otherwise elsewhere in the Contract/Bid Documents). Contractor and/or Owner will not be furnishing any sets to Subcontractor.
7. Subcontractor understands that time is of the essence in the prosecution of Work under this agreement.
8. Verify layout provided by others. Where this subcontractor is performing work using layout provided by others, this subcontractor shall perform sufficient verification of that layout to reasonably ascertain the validity of that layout. Any deficiencies (or suspected deficiencies found) shall be reported to Contractor immediately to allow corrections as needed before start of work by this subcontractor.
9. All subcontractor employees are required to participate in a Stretch and Flex Program on this project. A stretch and flex will be facilitated by each subcontractor's superintendent or designee at a central location, every morning, prior to start of work. All employees are required to participate but only to their level of comfort.

SCOPE SPECIFIC REVISIONS OR CLARIFICATIONS:

1. Specific scope clarifications:
   a. CEI will arrive in July to temporarily seal the roof (low eave, parapet joints, curbs, and expansion joints). Their roofing crew will arrive in mid-August to install the permanent roof.
   b. Equipment included for installation:
      i. One 80' straight boom man lift for three months
      ii. One 10K 54' telehandler for three months
2. Specific Scope Revisions: (Pricing is reflected in Contract Price Summary below)
   a. Add full time safety person
   b. Furnish equipment(Skytrack/Scissors lift) for own use
   c. Provide ¼" plate steel from parapet as currently designed
   d. Provide temporary sealing of roof (low eave, parapet joints, curbs, and expansion joints) for Crystalization, Extraction and Leaching Building.

F. SPECIAL REQUIREMENTS

1. Tax Status: This project IS NOT EXEMPT from Sales/Use Taxes.
2. Prevailing Wage: This Project has Prevailing Wage requirements for Christian County in Kentucky. Refer to Subcontract Article XV, Labor to be Employed, 2nd paragraph which refers to "Davis-Bacon Act or the Walsh-Healy Act, or other similar laws, statutes or requirements at a state or local level" and the requirement to "submit to Contractor, as a condition for payment, certified payrolls in the form prescribed by any such laws, regulations or requirements". In compliance with this requirement, this project requires that this Subcontractor shall pay wages to workers in strict accordance with Davis Bacon Act and shall electronically submit payroll records, certified payroll, and related or required payroll documentation through ***e-MARS*** hereinafter "certified payroll compliance system", within 14 days after the end of each payroll period. Failure

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000046 of 000113
EXH : 000026 of 000082

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Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 47 of 113

Exhibit "A"
ADDITIONAL PROVISIONS
CEI Michigan, LLC ("Subcontractor")
BP #05 - Roofing

to submit this information shall constitute a breach of this requirement. This requirement shall apply to [and Subcontractor shall be obligated to ensure that] all lower tier Subcontractors comply with these requirements. Access to the certified payroll compliance system and training will be facilitated by Contractor. Cost of access to the certified payroll compliance system shall be borne by Contractor. Up to date payroll submissions are necessary to maintain monthly progress payments. Subcontractor acknowledges that such Wage Rates may change from time to time and that Subcontractor is solely responsible for making necessary adjustments to assure continuous compliance.

3. Insurance Requirements: Refer to Article XXIII and XXIIV and/or additional attachments (if any) detailing Subcontractor insurance requirements, limits, etc.
   Limits: The minimum limits are identified on the agreement for this scope of work.
   Certificate Holder: The following must be listed as certificate holder: Turner-Kokosing JV, 28 N. St. Clair Street, Suite 200, Toledo, Ohio 43604
   Additional Insured: In Addition to Contractor and Owner, the Indemnified Parties throughout this Agreement shall include: Turner-Kokosing Joint Venture and Ascend Elements its officers, employees, agents, and wholly owned subsidiaries or parent organization and all other parties as required by any written agreement. For purposes of this endorsement, it is expressly agreed that the named insured is performing its work for all parties required to be named as additional insureds by written agreement.
4. E&O Insurance: If Specifications or other requirements included in this scope of work include design responsibility on the part of this subcontractor, Subcontractor, and/or the Subcontractor's Consultant performing this design, shall be required to provide, evidence, and maintain professional liability insurance in an amount not less than $3,000,000, deductible amount as per policy (and paid by policy holder).
5. Builders Risk: Policy by Owner. Deductible is $TBD. Any such event occurring upon the Work site, covered under Builder's Risk policy and for which a claim is filed, the causing Subcontractor shall be held responsible to incur the deductible cost of this policy in its entirety for said occurrence.
6. Wrap-Up Insurance Program (CCIP): This Project shall utilize a wrap up insurance program. This Contractor Controlled Insurance Program (CCIP) shall provide Worker's Compensation and General Liability Insurance for ON-SITE labor for enrolled parties. Refer to the CCIP Manual included in the Contract Documents for full details of the program, including requirements of this Subcontractor (and all lower tier subcontractors). If not yet submitted, please complete TSiB Forms 1 and 2 per the CCIP Manual and submit to wrapup@tsib.com)
7. CONTRACTOR'S POLLUTION LIABILITY INSURANCE: If required, Subcontractor shall provide Occurrence based coverage with all parties named in Article XXIII to be "Additional Insured" and with Contingent Transportation and Contingent Non- Owned Disposal Site endorsements – Limits shall be $5,000,000/ Occurrence and $10,000,000 Aggregate or greater
8. Retainage: Retainage conditions shall be in accordance with the Contractor's Subcontract Agreement, Article IV and terms are 5%. Retainage will be held on this project until project is complete, and all close-out requirements have been met and approved including:
   - Field-verified red line prints of as-recorded permanent construction conditions of their work
   - Operations and maintenance manuals
   - Standard one (1) year warranty and extended warranties and guarantees as specified by contract documents.
   - Completion and approval of all work items including punch list
   - Added stock as required by the contract documents
   - Application for payment
   - Unconditional waiver of lien
9. Formula for Changes: For percentage markup and procedures applicable to Work added to or omitted from the Subcontract Agreement. Submission of estimates and costs shall be itemized in a form satisfactory to Contractor to permit ready analysis and evaluation. On Time and Material work, daily reports showing all field and shop labor expended and/or material delivered shall be submitted to Contractor for verification. Invoices shall be submitted monthly.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000047 of 000113
EXH : 000027 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Exhibit "A"
ADDITIONAL PROVISIONS
CEI Michigan, LLC ("Subcontractor")
BP #05 - Roofing

- Lump Sum

	Labor		Material		Sublet Work	
Additions:	10	%	10	%	5	%
Omissions:	10	%	10	%	5	%

- Time and Material

	Labor		Material		Sublet Work	
Additions:	10	%	10	%	5	%
Omissions:	10	%	10	%	5	%

10. Payment Terms: Unless otherwise indicated in the Subcontract Agreement, payment terms are Pay When Paid. The Contractor will act in the Owner's best interest in furtherance of the Project. Contractor will act as a conduit from the Owner with respect to payments owed to the subcontractors, receiving such payments and then paying the subcontractors in accordance with Kentucky prompt pay laws. This section serves to advise the subcontractors in writing that Turner-Kokosing JV is acting as the Owner's agent and not as an agent of the subcontractors with respect to such payments.
11. Application for Payment: Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura-CPM™ payment management system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura-CPM™ payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of $5,000. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of $100 per sub-subcontractor or supplier contract. (These fees are on a per project basis and will be assessed against the value of the original contract plus change orders.)
12. Accelerated Payment Program - The attached Rider - Accelerated Payment Program amends and supplements your Agreement with Contractor and provides you the opportunity to enroll in the Program through Textura CPM and receive accelerated payments from Contractor on your invoices. Formal enrollment into the Program can then be accomplished via the Textura CPM system. Additional information and Program benefits are included in the attached Turner Accelerated Payment Program summary. You may be contacted by a representative from Contractor or Textura who can provide additional information on the Program and answer questions you may have or you may call Textura at 1-866-TEXTURA (839-8872) with any questions.
13. Joint Check: Upon written request from the Subcontractor, joint checks will be issued by Turner-Kokosing JV to the Subcontractor and lower tiered sub-subcontractors and suppliers/vendors as included herein.
    - Subcontractor agrees that any joint check payment(s) issued by Contractor shall be charged against the subcontract payments otherwise due Subcontractor under the subcontract.
    - Subcontractor shall comply with all reasonable requests of Contractor for written joint check requests, invoices, statements of account and other documents relating to the work performed or the materials, equipment, goods or services furnished, delivered or supplied by Sub-sub/Supplier for which joint check payments are requested.
    - Contractor reserves the right to cease making any further joint check payments for any reason relating to the Subcontractor's performance under the subcontract or its financial ability to perform any of its subcontract obligations as required by the subcontract for any labor, materials, goods or services furnished, delivered or supplied after first giving Subcontractor and Sub-sub/Supplier written notice of its decision not to issue any further joint check payments.
    - Nothing contained herein or omitted here from be construed to create any rights in favor of any third person, including Sub-sub/Supplier, not a party to the subcontract or inure to the benefit of any such third person.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000048 of 000113
EXH : 000028 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Turner-Kokosing JV ("Contractor")

(221354) Ascend Elements
Agreement 4700181587
April 5, 2023

Exhibit "A"
ADDITIONAL PROVISIONS
CEI Michigan, LLC ("Subcontractor")
BP #05 - Roofing

- Subcontractor understands that the terms and conditions of the subcontract remain in full force and effect, and that the issuance of the joint check is solely at Contractor's discretion. In no event will a joint check be issued or the Subcontractor otherwise paid if Contractor determines that the Subcontractor is not entitled to payment under the terms of the subcontract.
- Subcontractor and Surety (if applicable) hereby agree to indemnify, defend and hold harmless Contractor from any and all liability, claims, demands, suits or causes of action by Sub-sub/Supplier or any person asserting any right by or through Sub-sub/Supplier arising out of or relating to the furnishing or supply of labor, materials, goods and/or services to the Project.
  - The enclosed "Joint Check Request" must be completed and submitted monthly with each Pay Application. Copy as required.
  - Lien waivers from sub-subcontractors and suppliers/vendors must be submitted with each Pay Application.

14. OSHA 30 Hour Certification: Subcontractor and all of his subcontractors must have completed OSHA 30hr class, one person must be certified for all contracts under $5M and two for contracts over $5M. The 30hr certified person(s) must be on site 100% of the time. The OSHA 30hr certification must be within the past three years of the award of the Subcontract; if not the Subcontractor must be certified through Contractor's TKN Training Course. If the subcontractor's contract value is $5M or greater and/or the Subcontractor will have 25 employees or more on site, they must provide a full time Onsite Safety Coordinator.
15. Stormwater Compliance: If this project is required to obtain an NPDES permit per the EPA, all subcontractors working on the site will be required to attend the Stormwater Subcontractor Orientation and Pre-Plan meeting prior to beginning work, and weekly coordination meetings.
16. Asbestos/ Lead Awareness: If this project has been identified as having asbestos-containing materials or lead within the project limits, ALL Subcontractor personnel are required to obtain OSHA-approved asbestos/ lead -awareness training, and shall provide documentation of this training prior to attending the on-site project orientation.
17. Waste Tracking Requirements: Subcontractors, who include removal of waste from the project site ("dumpsters") as part of their scope of work, will submit all waste data using Online Waste Tracking through a TurnerTracker account. Data must be entered into the Online Waste Tracking system by the fifth (5th) day of the month following the invoice period. Subcontractor shall make every effort to maximize percentage of material recycled.
    All Subcontractors shall comply with the project Construction Waste Plan (CWP). This may include sorting your construction waste and placing it in appropriate dumpsters (either co-mingled or site-sorted) per the project CWP. All Subcontractors are required to recycle to the maximum extent possible per the terms of the Subcontract Agreement.
18. Vehicle No Idling Standard: Subcontractor agrees to comply with Turner-Kokosing JV's No-Idling Standard. All trade partner vehicles within the project site fence (including, but not limited to, transportation and construction equipment, delivery trucks and personal or company trucks) shall not idle. The only allowable exceptions to the standard are as follows:
    - Ambient air temperature exceeds 85°F or falls below 32°F (or as defined by local or regional temperature limits, whichever is stricter)
    - Engine idling is required for the function of auxiliary equipment (i.e. cranes, concrete pumps, etc.)
19. Contractor has established a voluntary/aspirational goal of awarding at least 20% of all subcontracts annually to certified Minority, Women, or Disadvantaged (MWDBE) businesses. Subcontractor commits to use best efforts to promote such goals. At the time of this award, the Subcontractor indicates $0 MBE and WBE commitments.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000049 of 000113
EXH : 000029 of 000082

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Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 50 of 113

Exhibit "A"
ADDITIONAL PROVISIONS
CEI Michigan, LLC ("Subcontractor")
BP #05 - Roofing

G. WORK EXCLUDED

1. Roof Leak Detection System
2. Items specifically excluded from Scope of Work per the Bid Documents

H. ALTERNATE PRICES

1. The following "Alternate(s)" may be accepted by Contractor, at its sole discretion, and incorporated herein as part of the Scope of Work for the respective price. Inasmuch as these Alternates were anticipated from the inception of the project and were priced accordingly, all overhead, profit and escalation has been included within the lump sum amount and the price shall remain firm throughout the duration of the project, unless specifically noted herein.

Number	Description	Decision Date	Add/ Deduct	Amount
1	Turner-Kokosing JV to furnish Sytrack/Scissor lifts of like kind and duration for project		Deduct	$(20,369)
2	Delete ¼" plate steel from parapet as currently designed		Deduct	$(23,816)

I. ALLOWANCES

None

J. UNIT PRICES

1. The following "Unit Prices" may be used by Contractor to calculate the value of changes in scope and/or to adjust allowances. Inasmuch as these Unit Prices were anticipated from the inception of the project and were priced accordingly, all overhead, profit and escalation has been included within the lump sum amount and the price shall remain firm throughout the duration of the project, unless specifically noted herein.

Number	Description:	Unit:	$/Unit
1	Flash round roof penetrations up to 4"	EA	$350.00
2	Flash round roof penetrations >4"to 10"	EA	$650.00
3	Flash roof curb up to 5'x5' as described in the scope of work	EA	$800.00
4	Flash roof curb >5'x5' to 8'x8' as described in the scope of work	EA	$1,300.00
5	Furnish and install 6" metal gutter	LF	$116.00
6	Furnish and install 4" metal downspout	LF	$53.00

K. LABOR RATES

1. The following "Labor Rates" may be used by Contractor to calculate the value of changes in scope, for work completed on a time-and-material basis, and/or to adjust allowances. Inasmuch as these Labor Rates were anticipated from the inception of the project and were priced accordingly, all escalation has been included within the rate and the rate shall remain firm throughout the duration of the project, unless specifically noted herein. The labor rates include all wages, fringes, taxes, and insurance and are listed on a per hour basis. Overhead and profit will be added to the labor components of any changes as per the Agreement.

Classification	Straight Time	Time + 1/2	Double Time
Journeyman Roofer	$86.57	$106.81	
Journeyman Roofer Foreman	$95.04	$118.54	
Journeyman Operator Foreman	$90.06	$112.77	
Journeyman Sheet Metal Worker	$100.82	$123.46	
Journeyman Sheet Metal Worker Foreman	$104.22	$128.17	

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000050 of 000113
EXH : 000030 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Turner-Kokosing JV (“Contractor”)

(221354) Ascend Elements
Agreement 4700181587
April 5, 2023

Exhibit “A”
ADDITIONAL PROVISIONS
CEI Michigan, LLC (“Subcontractor”)
BP #05 - Roofing

L. CONTRACT PRICE SUMMARY

1. The following summarizes the Contract Price for this scope of work and includes the original base bid and any post bid adjustments, allowances, or alternates incorporated. The Price shall remain in full force and effect for the duration of the project unless modified via future written change order.

Base Bid	$7,541,562
Post Bid Adjustment: Delete Leak Detection System	$(2,229,746)
Post Bid Adjustment: Add full time safety person	$166,400
Post Bid Adjustment: Furnish Sytrack/Scissor lifts for project	$20,369
Post Bid Adjustment: Furnish and install ¼” plate steel from parapet as currently designed	$23,816
Post Bid Adjustment: Provide temporary sealing of roof (low eave, parapet joints, curbs, and expansion joints) for Crystalization, Extraction and Leaching Building.	$116,327
Sales Tax	Included
Sub Total	$5,638,728
Provide payment and performance bond (Rate = 1.8%)	$101,497
Total Contract Amount – Lump Sum (“Price”)	**$5,740,225**

M. BUILDING PRICE BREAKDOWN

Extraction Building	
Insulation	$304,812
Wood Blocking	$ 15,885
Gutters and Downspouts	$180,667
Roof material and attachments	$668,091
Temp roof sealing	$ 31,736
Sales Tax	$ 52,244
Crystallization Building	
Insulation	$344,569
Wood Blocking	$ 12,373
Gutters and Downspouts	$158,987
Roof material and attachments	$806,064
Temp roof sealing	$ 29,159
Sales Tax	$ 59,058
Leaching Building	
Insulation	$ 675,887
Wood Blocking	$ 20,341
Gutters and Downspouts	$ 383,016
Roof material and attachments	$1,513,975
Temp roof sealing	$ 55,432
Sales Tax	$ 115,847

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000051 of 000113
EXH : 000031 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5

Turner-Kokosing JV (“Contractor”)

(221354) Ascend Elements
Agreement 4700181587
April 5, 2023

Exhibit “A”
ADDITIONAL PROVISIONS
CEI Michigan, LLC (“Subcontractor”)
BP #05 - Roofing

Unclassified	
Full time safety person	$166,400
Skytrack/scissors lift	$ 20,369
¼" plate steel	$ 23,816
Payment & Performance Bond (Rate = 1.8%)	$101,497
TOTAL BUILDING BREAKDOWN	**$5,740,225**

By execution of this Agreement, Subcontractor agrees that Subcontractor’s proposal, including all quantities, terms, and conditions, is Null and Void. This Subcontract Agreement details the terms of the Agreement, and shall be the primary reference point for clarifications of issues during course of project.

END OF ADDITIONAL PROVISIONS

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000052 of 000113

EXH : 000032 of 000082

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Case 26-90448 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 58 of 113
EXHIBIT B

SCOPE OF WORK
SECTION 00220

ASCEND ELEMENTS
TURNER KOKOSING JOB NO. 220841
January 12, 2023
Rev. 2/22/2023

BID PACKAGE NO. 05
Roofing (Extraction, Leaching, & Crystallization buildings)

A. General

1. Job Hazard Analysis (JHA) fully executed, must be provided to Turner Kokosing prior to commencement of each task this subcontractor is required to perform to accomplish the scope of work. Daily Job Safety Analysis (JSA) must be performed prior to start of each new shift.

2. The Subcontractor shall diligently prosecute the work and shall expedite and give preferential treatment and priority to those areas of work, as determined necessary to expedite the entire project in the best interest of the Owner; all in accordance with the general outline and sequence as described in these specifications, and as required to coordinate with other subcontractors and trades, to effect completion of the work and/or parts of the work on or before the calendar dates specified and/or agreed.

3. Billing breakdowns will be required to correspond to Turner Kokosing chart of accounts but not limited to as indicated below:
   - Mobilization
   - Demobilization
   - General Conditions
   - Shop Drawings (1% of Contract Value)
   - As-Built Drawings (1% of Contract Value)
   - Daily Clean-Up (2% of Contract Value)
   - Safety (1% of Contract Value)
   - Contract Closeout (1% of Contract Value)
   - Punch list (1% of Contract Value)

4. Shop drawings, product data samples, and all other required submittals as per the project specifications are required within 30 days of award of contract.

5. Compliance with requirements of governing codes, ordinances and agencies is a project requirement.

6. Layout, engineering, and line and grade work as required to conduct operations shall be included. Monuments and targets, for construction purposes, will be established by Turner Kokosing.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000053 of 000113
EXH : 000033 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

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7. Temporary wall, floor or roof openings required by any subcontractor and the temporary protection, temporary weather proofing or required safety provisions for such openings are the responsibility of the subcontractor requiring the opening(s) except as specifically noted herein.

8. Permanent wall or roof openings are to be cut and patched by the subcontractor requiring the openings except as noted. The subcontractor shall obtain and pay for the roof patching services from the original supplying subcontractor except as specifically noted herein.

9. The subcontractor will be required to warranty all work from the time of installation until one year after final acceptance of the building by the owner.

10. All equipment operated within the building after closure or when so instructed by the project manager must be electric or propane powered. All equipment operated in the building after placement of the concrete slab must have proper slab protection including but not limited to tire covers and diapers.

11. This subcontractor shall provide all necessary unloading and hoisting of all materials supplied and installed in this scope of work. All staging is to be coordinated with the Turner Kokosing Project Superintendent.

12. As built drawings are required to be maintained and updated during the project duration and will be reviewed by Turner Kokosing to aid in establishing completion progress.

13. Lay down is limited to the footprint of the building and those areas within the project site as directed by the Turner Kokosing project manager. See site logistics plan included as an exhibit for storage/laydown areas.

14. All building materials supplied and installed under this contract shall be free from mud, dirt, stickers, construction markings, rust, etc. upon completion of the installation.

15. All holes required in existing steel to make connections shall be drilled only after approval of the structural engineer. Burning, reaming and/or ruff holes will not be allowed.

16. The bidders have been given access to all specifications and drawings listed in the project bid documents, and bidders are required to review these documents in their entirety. Bidders are responsible for all work normally associated with the work even if indicated in other specification divisions or indicated on drawings in the bid package.

17. The drawings are diagrammatic in nature and indicated the required

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000054 of 000113
EXH : 000034 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5

Turner

end result. The Subcontractor(s) may have to deviate from suggested routing and/or installation methods to obtain the required end results. Reasonable and customary labor and material required to achieve the end results, whether indicated on the drawings and specifications or not, are the responsibility of the installing contractors.

18. The subcontractor will be required to inspect all previously install work to which this scope of work systems are to interface with or attach to and accept the same. Should anything not be acceptable, the subcontractor shall contact the Turner Kokosing project manager to have it corrected prior to commencing installation of this scope of work. This field check must be accomplished to allow for corrective action to be performed prior to starting of this scope of work. No back chargers for delays or corrective action to overcome the delay will be allowed.

19. No lighting will be provided for exterior work. Should additional lighting be required to perform this scope of work, the performing subcontractor will be required to supply.

20. The working surface within the building will be either compacted soil, or compacted stone depending on the project schedule and the schedule related to this scope of work.

21. Temporary power and water for construction purposes will not be available at the time that this scope of work is to be provided. Refer to the project schedule.

22. All premium time to meet the project schedule is to be included in this scope of work.

23. This subcontractor will be required to coordinate all work with the other subcontractors, and Turner Kokosing where their work interfaces.

24. This subcontractor will be responsible for all permits, permit fees, inspections and inspection fees associated with this scope of work. The general building permit will be supplied by Turner Kokosing.

25. This subcontractor shall provide all hangers, "unistrut", rods, raceway supports and secondary structural support steel per the project specifications, as required to meet the project specifications or as required by the equipment manufacturer including all peripheral materials necessary to support the items included in this scope of work from the building structural steel.

26. The proposed stairways and ladders as per the design drawings within the building shall be installed per the project schedule and shall be used by all trades for access to the upper levels. Should additional access or alternate access to levels be required by a subcontractor, the means and methods

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000055 of 000113
EXH : 000035 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5

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shall be presented to Turner Kokosing for approval and the cost of witch must be included in this proposal.

27. Turner Kokosing will be providing stair access to the main roof deck of the Extraction, Leaching, and Crystallization buildings.

28. All excavated material shall be disposed on south of proposed rail siding. All backfill and bedding under improved areas (building, pavements, gravel, etc.) shall be an imported premium granular material placed and compacted per the project documents.

29. Subcontractors are responsible for all surface and subsurface dewatering required to perform their work.

30. Subcontractors are to restore to the original condition all subgrade/sub bases disturbed by their operations.

31. In the case of any discrepancies or conflicts presented in the plans, specifications, or this scope of work, the subcontractors are required to inform Turner Kokosing of the conflict for resolution. Should Turner Kokosing not be notified of the conflict, the subcontractors will be held to the most stringent?

32. All subcontractors are required to make all necessary field measurements in insure correct fit. Coordinate with other trades in so as not to cause a conflict or delay.

33. High visibility clothing is a requirement.

34. Please note that all utility tie-ins, modification to existing systems, etc. shall be assumed to be completed during off-shifts, weekends and/or holiday shutdowns.

35. Daily clean-up of trash and debris and stacking of unused materials is required of all subcontractors. Clean-up of unidentified items will be by Turner Kokosing.

36. Turner/Kokosing will be furnishing the following rental equipment types to the subcontractor for use on this project site at no cost to the subcontractor. Extendable fork trucks, boom lifts, scissors lifts (both interior and rough terrain). The bid form will have a place to list type, size, and number needed of each piece of equipment needed.

B. <u>Scope of Work: Roofing</u>

1. Furnish and install the membrane roof including insulation, flashings, flashings that extend over roof blocking or curbs, wood blocking, nailers, drip edge, rake trim, parapet gage metal, batt insulation, etc.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000056 of 000113
EXH : 000036 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5

Turner

for a complete roof system as shown on the drawings and described in the specifications 061000 Rough Carpentry partial, 075419 Polyvinyl-chloride (PVC) Roofing Complete, 077100 Roof Specialties complete, 077129 Manufactured Roof Expansion Joints complete, 077200 Roof accessories for coordination with mechanical electrical trades, and 079200 Joint Sealants partial. The Roofing Subcontractor shall furnish all insulation, tapered insulation, flashing, as shown and noted and per the project specifications.

2. Provide adhesive primer, vapor barrier insulation, cover board, PVC roof membrane and walkway pads as shown on the drawings.

3. Furnish and install all blocking and plywood as required by the details, or the roof system manufacturer in excess of the details, to establish and maintain the roof manufacturer's system warranty.

4. Furnish and install metal caps, flashings, gutters and downspouts as shown. All metal will be painted with a custom owner approved color. See Alternate section if exposed metal is panted with standard color paint. Include all items necessary to connect the downspouts to the underground round pipe. Connection will be made at finished floor elevation.

3 Furnish and install the roof expansion joint system complete as shown and noted on the design drawings and per the project specifications. See details on drawing D-AE-310 for expansion designs. The Roofing Subcontractor shall furnish and install all required expansion joint construction, flashing and counter flashing between all roofing being provided within this scope of work. Include the ramp at locations shown.

5. Provide all insulation designated as roof insulation.

4. Furnish all framing, insulation and roofing items at the parapet. Roof insulation, blocking, bolts, and metal Fascia will be by the roofing subcontractor. Note the detail D3 on drawings D-AE-210 will be modified as follows: The ¼" Plate with (2) rows of ½" diameter headed studs 16" C/C staggered will not be installed by the precast subcontractor. The roofing subcontractor will need to install the continuous ¼" plate with screw anchors in lieu of welding.

5. The PVC roof membrane is to be 60 Mil per the specifications. The detail on drawing D-AE-310 incorrectly list the roof membrane as 40 mil.

6. Furnish and install all sealant required to make the roof system weather tight as shown and specified or required by roof system manufacturer.

7. Furnish and install manufacturer's walkway for this roof system as shown and noted on the design drawings. Include furnishing and installing the metal ramps over the roof expansion joints as shown on detail A2 on drawing D-AE-310.

8. Included in this scope of work is flashing and sealing of plumbing vents, pipes and pipe supports. Include sealing 24 locations up to 4" and 24 locations between 4" to 12". Actual quantity will be adjusted by unit rates.

9. Include flashing roof curbs at locations shown on drawings. The curbs will be furnish and set in place by others. They will have a fall protection cap installed. Include removing the temporary cap at each curb to allow flashing of curb and reinstall the temporary cap and furnish and install a temporary roof membrane over the cap to make weather tight. The final cap will be removed and disposed of by the mechanical subcontractor.

10. At roof to wall conditions such as shown on detail B3 on drawings D-AE-310, install a turn bar system in lieu of cutting in a notch shown. This turn bar system must be approved by manufacture and include all necessary items to seal across the precast panel joints.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000057 of 000113
EXH : 000037 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5

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11. Include furnishing and installing all roof fall protection systems necessary to perform his work in compliance with the project safety manual.

The following scope items were agreed upon after the bid.

12. Delete the roof leak detection system from all three buildings complete.

13. Include a full-time safety person on site for all work associated with the roofing of the three buildings.

14. Include temporary sealing all joints (low eave, parapet, expansion joints, and roof curbs initially to dry in the buildings prior to installing the roofing system.

C. Alternates Instructions

1. Bidders shall submit Alternates with the Bid Proposal stating the difference in price from the Lump Sum "Base Bid" for adding, substituting, omitting or changing the following materials, construction or conditions of the Contract from that shown on the Drawings and/or specified in the General Documents.

2. The difference in price shall include all omissions and adjustments as may be necessary, because of each change, substitution or omission.

3. Price for alternates shall be submitted on Form of Proposal, Section 00400.

4. Voluntary Alternates are encouraged and should be submitted on Form 00441.

D. Alternates Descriptions

None of the alternates were accepted.

~~1. Provide a deduct if exposed metal trim, gutters and downspouts are manufactures standard color paint in lieu of custom color included in base bid.~~

~~2. Provide a more aggressive schedule for each of the three buildings. The bid form will provide lines to provide the improved durations and cost impact.~~

~~3. Provide cost reduction and improved schedule durations if a metal roof deck is installed by others and the roofing system becomes mechanically fastened.~~

E. Hours of Work

1. Starting times shall be based on local time in effect.

END OF SECTION

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000058 of 000113
EXH : 000038 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C1
Filed 25-CI-00126 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90446 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 59 of 113
EXHIBIT B1

Mailing: P.O. Box 310
Hamburg, MI 48139
Physical: 7750 East M36
Whitmore Lake, MI 48189-9715
(517) 548-0039
(517) 548-0182 fax
www.ceigroupllc.com

Specification Review
Sunday, February 5, 2023

To – Turner Construction Company
Phone – 513.675.8102
Email – capplegate@tcco.com

Attention – Cliff Applegate

Re – Specification Mark Up

Section 075419

1. *If the project isn't FM insured this will not be required. Contractor to meet FM guidelines*
2. *Base layer of insulation is 2" thick*
3. *NA*
4. *The polyiso cover board will come pre-adhered to the top layer of 2" insulation. This material is called Securshield, provided by Carlisle for 20-year warranty*
5. *NA*
6. *Carlisle's standard walkway is 110 mils thick, 36"x60' rolls*
7. *By the owner*
8. *By the owner*

Section 077100

9. *CEI is an ES-1 shop*
10. *All copings, gutters, and downspouts to be .050 aluminum mill finish with a custom color*
11. *NA*

We appreciate the opportunity to bid on this project and look forward to working with you. If you have any questions, please call (810) 900-6919.

Sincerely,

Joe Petersen

Joe Petersen
Estimator/Project Manager

Filed 25-CI-00126 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000059 of 000113
EXH : 000039 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 60 of 113
C5.01
EXHIBIT B1

SECTION 07 54 19 - POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Vapor barrier.
4. Roof insulation.
5. Insulation accessories and cover board.
6. Electronic leak detection (ELD) materials.
7. Walkways.

B. Related Requirements:

1. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking; and for wood-based, structural-use roof deck panels.
2. Section 061600 "Sheathing" for wood-based, structural-use roof deck panels.
3. Section 072100 "Thermal Insulation" for insulation beneath the roof deck.
4. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
5. Section 077100 "Roof Specialties" for premanufactured copings, and, roof edge flashings.
6. Section 077129 "Manufactured Roof Expansion Joints" for premanufactured roof expansion-joint assemblies.
7. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.3 ACTION SUBMITTALS

A. Product Data:

1. Polyvinyl chloride (PVC) roofing system.
2. Accessory roofing materials.
3. Vapor barrier.
4. Roof insulation.
5. Insulation accessories and cover board.
6. Electronic leak detection (ELD) materials.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000060 of 000113
EXH : 000040 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 61 of 113
C5.01
EXHIBIT B1

7. Walkways.
8. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.

1.

B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane terminations.
3. Flashing details at penetrations.
4. Tapered insulation thickness and slopes.
5. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for fully adhered roofing system.
6. Tie-in with air barrier.

C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

   a. Submit evidence of compliance with performance requirements.

2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.

C. Product Test Reports: For roof membrane and insulation, tests performed by independent qualified testing agency indicating compliance with specified requirements.

D. Evaluation Reports: For components of roofing system, from ICC-ES.

E. Field Test Reports:

1. Concrete internal relative humidity test reports.
2. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.

F. Field quality-control reports.

G. Sample Warranties: For manufacturer's special warranties.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000061 of 000113
EXH : 000041 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 62 of 113
C5.01
EXHIBIT B1

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing system to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturers: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
2. Installers: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.8 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000062 of 000113
EXH : 000042 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 63 of 113
C 5.01
EXHIBIT B1

1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, and other components of roofing system.
2. Warranty Period: 20 years from date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing and base flashings to withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings to remain watertight.

1. Accelerated Weathering: Roof membrane to withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
2. Impact Resistance: Roof membrane to resist impact damage when tested according to ASTM D3746, ASTM D4272/D4272M, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.

B. Material Compatibility: Roofing materials to be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:

1. Zone 1 : -54.6 lbf/sq. ft..
2. Zone 1' (Roof Area Field Perimeter): -31.4 lfb/sq.ft.
3. Zone 2 : -72.0 lbf/sq. ft..
4. Zone 3 : -98.2 lbf/sq. ft..
5. Zone dimensions vary by building. Refer to diagrams as the end of this Section.

D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings. 1.

1. Fire/Windstorm Classification: Class 1A-105.
2. Hail-Resistance Rating: FM Global Property Loss Prevention Data Sheet 1-34

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000063 of 000113
EXH : 000043 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 64 of 113
C 5.01
EXHIBIT B1

SH.

E. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and are listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.

1. Wind Uplift Load Capacity: 105 psf.

F. Thermal Performance: Provide roofing assemblies with the following thermal performance characteristics

1. R-Value: R-25 ci minimum – or –
2. U-Factor: U-0.039 maximum, Above concrete.

G. Energy Star Listing: Roofing system to be listed on the DOE's Energy Star "Roof Products Qualified Product List" for low-slope roof products.

H. Energy Performance: Roofing system to have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested in accordance with ANSI/CRRC S100.

I. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

J. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.2 POLYVINYL CHLORIDE (PVC) ROOFING SYSTEM

A. PVC Sheet Type IV: ASTM D4434/D4434M, fabric reinforced.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

a. Carlisle Syntec Systems
b. Duro-Last Roofing, Inc
c. Versico Roofing Systems; Carlisle Construction Materials

2. Thickness over Scrim: 60 mils.
3. Exposed Face Color: White.
4. Primary Plasticizer: High molecular weight type, ketone ethylene ester.

B. Source Limitations: Obtain components for roofing system from roof membrane manufacturer, or, manufacturers approved by roof membrane manufacturer.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000064 of 000113
EXH : 000044 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821A1065
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 65 of 113
C 5.01
EXHIBIT B1

2.3 ACCESSORY ROOFING MATERIALS

A. General: Accessory materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.

1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.

B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet.

C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.

D. Roof Vents: As recommended by roof membrane manufacturer.

1. Size: Not less than **4-inch** diameter.

E. Bonding Adhesive: Manufacturer's standard, water based.

F. Water-Based, Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard water-based, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.

G. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.

H. Slip Sheet: Manufacturer's standard, of thickness required for application.

I. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately **1 by 1/8 inch** thick; with anchors.

J. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately **1 inch wide by 0.05 inch thick**, prepunched.

K. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.

L. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.4 VAPOR BARRIER

A. Rubberized-Asphalt-Sheet Vapor Barrier, Self-Adhering: ASTM D1970/D1970M, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum **40-mil** total thickness; maximum permeance rating of **0.015 perm**; cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor retarder manufacturer.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000065 of 000113
EXH : 000045 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-50440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 66 of 113
C 5.01
EXHIBIT B1

2.5 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by PVC roof membrane manufacturer, approved for use in FM Approvals' RoofNav listed roof assemblies.

B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 2, Grade 2, felt or glass-fiber mat facer on both major surfaces.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

   a. Atlas Polyiso Roof and Wall Insulation
   b. Carlisle Syntec Systems
   c. CertainTeed; SAINT-GOBAIN
   d. Johns Manville; a Berkshire Hathaway company

2. Compressive Strength: 20 psi.
3. Size: 48 by 48 inches.
4. Thickness:

   a. Base Layer: 1-1/2 inches.
   b. Upper Layer: As required to meet Thermal Performance requirements.

2.

C. Tapered Insulation: Provide factory-tapered insulation boards, where required for positive drainage and where indicated on drawings.

1. Material: Match roof insulation.
2. Minimum Thickness: **1/4 inch**.
3. Slope:

   a. Roof Field: 1/4 inch per foot unless otherwise indicated on Drawings.
   b. Saddles and Crickets: 1/2 inch per foot unless otherwise indicated on Drawings.

2.6 INSULATION ACCESSORIES AND COVER BOARD

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.

B. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Full-spread, spray-applied, low-rise, two-component urethane adhesive.

C. Fiber-Reinforced Gypsum Roof Board: ASTM C1278/C1278M, cellulosic-fiber reinforced, water-resistant gypsum board.

1. Thickness: 1/2 inch.

3.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000066 of 000113
EXH : 000046 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 67 of 113
C 5.01
EXHIBIT B1

4.

D. Polyisocyanurate Insulation Cover Board: ASTM C1289 Type II, Class 4, Grade 1, **1/2 inch** thick, having a minimum compressive strength of **80 psi**.

E. Protection Mat: Woven or nonwoven polypropylene, polyolefin, or polyester fabric, water permeable and resistant to UV degradation, type and weight as recommended by roofing system manufacturer for application.

5.

2.7 ELECTRONIC LEAK DETECTION (ELD) MATERIALS

A. Conductive Medium: Materials providing less than 104 ohms per square as determined in accordance with ASTM D4496 and approved by roof membrane manufacturer.

B. Leak Detection and Moisture-Monitoring System: Permanent, embedded leak detection and moisture-monitoring system.

1. Sensors measuring moisture content, temperature, and vapor drive, placed below roof insulation and connected to a monitoring program, with a notification indicating location of breach.
2. Sensors measuring moisture content, temperature, and vapor drive, in a conductive fabric placed below roof membrane and connected to a monitoring program, with a notification indicating location of breach.

a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1) Detec Systems.
2) ILD International Leak Detection.

2.8 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, or, approximately **3/16 inch** thick and acceptable to roofing system manufacturer.

6.

1. Size: Approximately **36 by 60 inches**.
2. Color: Contrasting with roof membrane.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000067 of 000113
EXH : 000047 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 68 of 113
EXHIBIT B1

at penetrations and terminations and that nailers match thicknesses of insulation.

3. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
4. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer, when tested according to ASTM F2170.

    a. Test Frequency: One test probe per each 1000 sq. ft., or portion thereof, of roof deck, with no fewer than three test probes.
    b. Submit test reports within 24 hours of performing tests.

7.

5. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
6. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.
7. Verify that minimum curing period recommended by roofing system manufacturer for lightweight insulating concrete roof decks has passed.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 INSTALLATION OF ROOFING, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav listed roof assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

C. Coordinate installation and transition of roofing system component serving as an air barrier

3.4 INSTALLATION OF VAPOR BARRIER

A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000068 of 000113
EXH : 000048 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 69 of 113
EXHIBIT B1
C 5.01

Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of **3-1/2 and 6 inches**, respectively.

1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
2. Seal laps by rolling.

B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.5 INSTALLATION OF INSULATION

A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.

B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Installation Over Concrete Decks:

1. Install base layer of insulation with end joints staggered not less than 12 inches in adjacent rows.

    a. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    b. Make joints between adjacent insulation boards not more than **1/4 inch** in width.
    c. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus **24 inches**.

        1) Trim insulation so that water flow is unrestricted.

    d. Fill gaps exceeding **1/4 inch** with insulation.
    e. Cut and fit insulation within **1/4 inch** of nailers, projections, and penetrations.
    f. Adhere base layer of insulation to vapor retarder according to FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:

        1) Set insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than **12 inches** from previous layer of insulation.

    a. Install with long joints continuous and with end joints staggered not less

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000069 of 000113
EXH : 000049 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 70 of 113
EXHIBIT B1

than **12 inches** in adjacent rows.

b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
c. Make joints between adjacent insulation boards not more than **1/4 inch** in width.
d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus **24 inches**.

1) Trim insulation so that water flow is unrestricted.

e. Fill gaps exceeding **1/4 inch** with insulation.
f. Cut and fit insulation within **1/4 inch** of nailers, projections, and penetrations.
g. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:

1) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.6 INSTALLATION OF COVER BOARDS

A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of **6 inches** in each direction.

1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
2. At internal roof drains, conform to slope of drain sump.

a. Trim cover board so that water flow is unrestricted.

3. Cut and fit cover board tight to nailers, projections, and penetrations.
4. Adhere cover board to substrate using adhesive according to FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:

a. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

B. Install slip sheet over cover board and immediately beneath roof membrane.

3.7 INSTALLATION OF ELD COMPONENTS

A. Install conductive medium over cover board,and on vertical locations to receive roof membrane in accordance with manufacturer's written instructions.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000070 of 000113
EXH : 000050 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 71 of 113
EXHIBIT B1
C 5.01

B. Install sensors, conductive fabric, connections, and accessory items required for complete system in accordance with manufacturer's written instructions.

3.8 INSTALLATION OF ADHERED ROOF MEMBRANE

A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.

B. Unroll roof membrane and allow to relax before installing.

C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.

F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.

G. Apply roof membrane with side laps shingled with slope of roof deck where possible.

H. Seams: Clean seam areas, overlap roofing, and hot-air weld side and end laps of roof membrane and sheet flashings to ensure a watertight seam installation.

1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.

I. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.9 INSTALLATION OF BASE FLASHING

A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000071 of 000113
EXH : 000051 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-50440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 72 of 113
EXHIBIT B1

D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.10 INSTALLATION OF WALKWAYS

A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.

1. Install flexible walkways at the following locations:

   a. Perimeter of each rooftop unit.
   b. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
   c. Top and bottom of each roof access ladder.
   d. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
   e. Locations indicated on Drawings.
   f. As required by roof membrane manufacturer's warranty requirements.

2. Provide **6-inch** clearance between adjoining pads.
3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.11 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.

8.

B. Perform the following tests:

1. Low-Voltage ELD Testing: Testing agency surveys entire roof area and flashings to locate discontinuities in the roof membrane using low-voltage horizontal membrane scanning platform,or, vertical membrane scanning in accordance with ASTM D8231.

   a. Perform tests before overlying construction is placed.
   b. After testing, repair areas of discontinuities, repeat tests, and make further repairs until roofing and flashing installations are contiguous.

      1) Cost of retesting is Contractor's responsibility.

   c. Testing agency to prepare survey report indicating locations of initial discontinuities, if any.

2. Testing agency to prepare survey report indicating locations of initial

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000072 of 000113
EXH : 000052 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 73 of 113
C5.01
EXHIBIT B1

discontinuities, if any.

C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.

D. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

E. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.12 PROTECTING AND CLEANING

A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.13 ROOFING INSTALLER'S WARRANTY

A. WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

1. Owner: <**Insert name of Owner**>.
2. Owner Address: <**Insert address**>.
3. Building Name/Type: <**Insert information**>.
4. Building Address: <**Insert address**>.
5. Area of Work: <**Insert information**>.
6. Acceptance Date: _____.
7. Warranty Period: <**Insert time**>.
8. Expiration Date: _____.

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and expense, make or cause to be made such repairs to or replacements of

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000073 of 000113
EXH : 000053 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 74 of 113
EXHIBIT B1

said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

   a. lightning;
   b. peak gust wind speed exceeding <**Insert mph**>;
   c. fire;
   d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
   e. faulty construction of parapet walls, copings, vents, equipment supports, and other edge conditions and penetrations of the work;
   f. vapor condensation on bottom of roofing; and
   g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000074 of 000113
EXH : 000054 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 75 of 113
C 5.01
EXHIBIT B1

performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

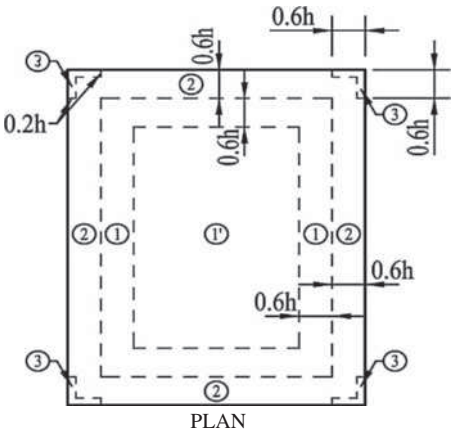
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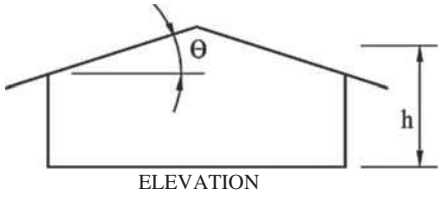
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EXH : 000055 of 000082

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-30440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint
Page 76 of 113
EXHIBIT B1
C 5.01

Diagrams

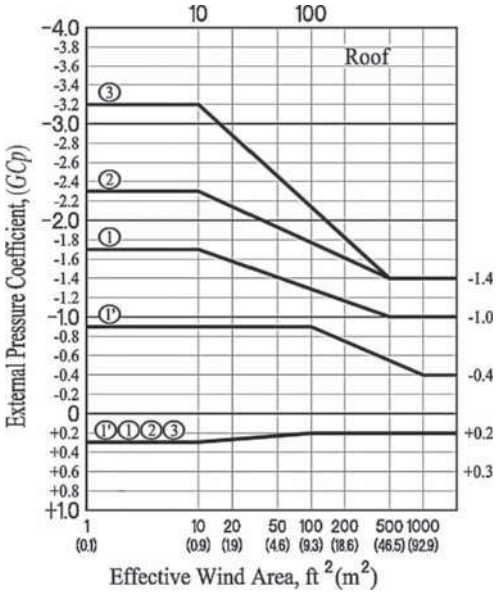


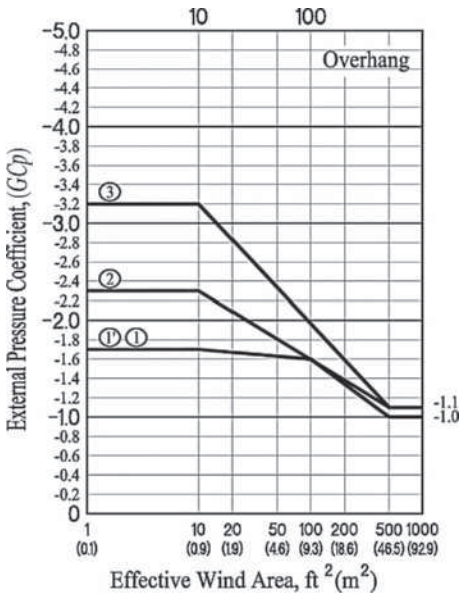


Notation

B = Horizontal dimension of building measured normal to wind direction, in ft (m).
h = Eave height shall be used for θ = 10°.
θ = Angle of plane of roof from horizontal, in degrees.

External Pressure Coefficients





Notes

1. Vertical scale denotes (GC_p) to be used with q_h.
2. Horizontal scale denotes effective wind area, in ft² (m²).
3. Plus and minus signs signify pressures acting toward and away from the surfaces, respectively.
4. Each component shall be designed for maximum positive and negative pressures.
5. If a parapet equal to or higher than 3 ft (0.9 m) is provided around the perimeter of the roof with θ ≤ 7°, the negative values of (GC_p) in Zone 3 shall be equal to those for Zone 2, and positive values of (GC_p) in Zones 2 and 3 shall be set equal to those for wall Zones 4 and 5, respectively, in Fig. 30.3-1.
6. Values of (GC_p) for roof overhangs include pressure contributions from both upper and lower surfaces.
7. If overhangs exist, the lesser horizontal dimension of the building shall not include any overhang dimension, but the edge distance, a, shall be measured from the outside edge of the overhang.

FIGURE 30.3-2A Components and Cladding [$h \le 60$ ft ($h \le 18.3$ m)]: External Pressure Coefficients, (GC_p), for Enclosed and Partially Enclosed Buildings—Gable Roofs, θ ≤ 7°

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94D7779C-F969-4C9A-B3C9-6F7931006679 : 000076 of 000113
EXH : 000056 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 77 of 113
EXHIBIT B1

SECTION 07 71 00 - ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Copings.
2. Roof-edge specialties.
3. Roof-edge drainage systems.
4. Reglets and counterflashings.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for downspout guards and downspout boots.
2. Section 061000 "Rough Carpentry" for wood nailers, curbs, and blocking.
3. Section 074113.16 "Standing-Seam Metal Roof Panels" for roof-edge drainage-system components provided by metal-roof-panel manufacturer.
4. Section 076200 "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
5. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
4. Detail termination points and assemblies, including fixed points.
5. Include details of special conditions.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000077 of 000113
EXH : 000057 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 78 of 113
EXHIBIT B1

B. Product Certificates: For each type of roof specialty.

C. Product Test Reports: For copings, and, roof-edge flashings, for tests performed by a qualified testing agency.

D. Sample Warranty: For manufacturer's special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance Data: For roofing specialties to include in maintenance manuals.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class, and, SPRI ES-1 tested to specified design pressure.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.

B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

1.7 FIELD CONDITIONS

A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.

B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.8 WARRANTY

A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 07 54 19 "Polyvinyl-Chloride (PVC) Roofing."

B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000078 of 000113
EXH : 000058 of 000082

DocuSigned Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 79 of 113
EXHIBIT B1
C15.01

a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

A. Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 07 54 19 Polyvinyl-Chloride (PVC) Roofing.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Roof specialties to withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

B. FM Approvals' Listing: Manufacture and install copings, roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-105. Identify materials with FM Approvals' markings.

C. SPRI Wind Design Standard: Manufacture and install copings, roof-edge specialties tested according to SPRI ES-1 and capable of resisting the following design pressures:

1. Design Pressure: -98 lbf/sq.ft.

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change : 120 deg F, ambient; 180 deg F, material surfaces.

2.3 COPINGS

A. Metal Copings: Manufactured coping system consisting of metal coping cap in section lengths not exceeding 12 feet, concealed anchorage; with corner units, end cap units, and concealed splice plates with finish matching coping caps.

1. Manufacturers: Subject to compliance with requirements, available

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000079 of 000113
EXH : 000059 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

9.

a. Castle Metal Products
b. Metal-Era, Inc.
c. PAC-CLAD; Petersen Aluminum Corporation; a Carlisle company

2. Metallic-Coated Steel Sheet Coping Caps: Zinc-coated (galvanized) steel, nominal thickness as required to meet performance requirements.

10.

a. Surface: Smooth, flat finish.
b. Finish: Three-coat fluoropolymer.
c. Color: As selected by Architect from manufacturer's full range.

3. Corners: Factory mitered and continuously welded.
4. Coping-Cap Attachment Method: Snap-on, fabricated from coping-cap material.

a. Snap-on Coping Anchor Plates: Concealed, galvanized-steel sheet, 12 inches wide, with integral cleats.
b. Face-Leg Cleats: Concealed, continuous galvanized-steel sheet.

2.4 ROOF-EDGE DRAINAGE SYSTEMS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. ATAS International, Inc.
2. Castle Metal Products
3. Metal-Era, Inc.

B. Gutters: Manufactured in uniform section lengths not exceeding 12 feet, with matching corner units, ends, outlet tubes, and other accessories. Elevate back edge at least 1 inch above front edge. Furnish flat-stock gutter straps, gutter brackets, expansion joints, and expansion-joint covers fabricated from same metal as gutters.

1. Zinc-Coated Steel: Nominal 0.034-inch thickness.
2. Gutter Profile: Style A according to SMACNA's "Architectural Sheet Metal Manual."
3. Corners: Factory mitered and continuously welded.
4. Gutter Supports: Manufacturer's standard supports as selected by Architect with finish matching the gutters.
5. Gutter Accessories: Flat ends.

C. Downspouts: Plain rectangular complete with [**machine-crimped**] [**mitered**] [**smooth-curve**] elbows, manufactured from the following exposed metal. Furnish with metal hangers, from same material as downspouts, and anchors.

1. Zinc-Coated Steel: Nominal 0.034-inch thickness.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000080 of 000113
EXH : 000060 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 81 of 113
EXHIBIT B1

D. Conductor Heads: Manufactured conductor heads, each with flanged back and stiffened top edge, and of dimensions and shape indicated, complete with outlet tube that nests into upper end of downspout, exterior flange trim,, and, built-in overflow.

1. Zinc-Coated Steel: Nominal 0.028-inch thickness.

E. Splash Pans: Fabricate from the following exposed metal:

1. Zinc-Coated Steel: Nominal [**0.028-inch**] <**Insert value**> thickness.

F. Zinc-Coated Steel Finish: Three-coat fluoropolymer.

1. Color: As selected by Architect from manufacturer's full range.

2.5 REGLETS AND COUNTERFLASHINGS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Berridge Manufacturing Company
2. Fry Reglet Corporation
3. Heckmann Building Products, Inc.
4. Metal-Era, Inc.

B. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:

1. Stainless Steel: 0.0250 inch thick.
2. Corners: Factory mitered and continuously welded.
3. Surface-Mounted Type: Provide reglets with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
4. Concrete Type, Embedded: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
5. Multiuse Type, Embedded: For multiuse embedment in cast-in-place concrete.

C. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by **4 inches** and in lengths not exceeding 12 feet designed to snap into reglets and compress against base flashings with joints lapped, from the following exposed metal:

1. Zinc-Coated Steel: Nominal 0.028-inch thickness.
2. Formed Aluminum: 0.024 inch thick.

D. Accessories:

1. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where reglet is provided separate from metal counterflashing.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000081 of 000113
EXH : 000061 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 82 of 113
EXHIBIT B1

2. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.

E. Zinc-Coated Steel Finish: Three-coat fluoropolymer.

1. Color: As selected by Architect from manufacturer's full range.

F. Stainless Steel Finish: ASTM A480/A480M No. 3 (coarse, polished directional satin).

2.6 MATERIALS

A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A653/A653M, G90 coating designation.

2.7 UNDERLAYMENT MATERIALS

A. Felt: ASTM D226/D226M, Type II (No. 30), asphalt-saturated organic felt, nonperforated.

B. Slip Sheet: Rosin-sized building paper, 3-lb/100 sq. ft. minimum.

2.8 MISCELLANEOUS MATERIALS 11.

A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:

1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F2329.

B. Elastomeric Sealant: ASTM C920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.

D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

2.9 FINISHES

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000082 of 000113
EXH : 000062 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 83 of 113
EXHIBIT B1

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

D. Coil-Coated Galvanized-Steel Sheet Finishes:

1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with ASTM A755/A755M and coating and resin manufacturers' written instructions.

a. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
b. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.

C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION OF UNDERLAYMENT

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

1. Apply continuously under copings, roof-edge specialties, and, reglets and counterflashings.
2. Coordinate application of self-adhering sheet underlayment under roof specialties with requirements for continuity with adjacent air barrier materials.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000083 of 000113
EXH : 000063 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 84 of 113
C 5.01
EXHIBIT B1

B. Slip Sheet: Install with tape or adhesive for temporary anchorage to minimize use of mechanical fasteners under roof specialties. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

3.3 INSTALLATION, GENERAL

A. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.

1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
2. Provide uniform, neat seams with minimum exposure of solder and sealant.
3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
4. Torch cutting of roof specialties is not permitted.
5. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.

1. Coat concealed side of roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.

C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.

1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.

D. Fastener Sizes: Use fasteners of sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.

F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.

3.4 INSTALLATION OF COPINGS

A. Install cleats, anchor plates, and other anchoring and attachment accessories and devices with concealed fasteners.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000084 of 000113
EXH : 000064 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 85 of 113
EXHIBIT B1
C 5.01

B. Anchor copings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

1. Interlock face and back leg drip edges of snap-on coping cap into cleated anchor plates anchored to substrate at manufacturer's required spacing that meets performance requirements.
2. Interlock face-leg drip edge into continuous cleat anchored to substrate at manufacturer's required spacing that meets performance requirements. Anchor back leg of coping with screw fasteners and elastomeric washers at manufacturer's required spacing that meets performance requirements.

3.5 INSTALLATION OF ROOF-EDGE SPECIALITIES

A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.

B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

3.6 INSTALLATION OF ROOF-EDGE DRAINAGE SYSTEMS

A. Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.

B. Gutters: Join and seal gutter lengths. Allow for thermal expansion. Attach gutters to firmly anchored gutter supports spaced not more than 24 inches apart. Attach ends with rivets and seal with sealant to make watertight. Slope to downspouts.

1. Install gutter with expansion joints at locations indicated but not exceeding 50 feet apart. Install expansion-joint caps.

C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c.

1. Connect downspouts to underground drainage system indicated.

D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in elastomeric sealant.

E. Conductor Heads: Anchor securely to wall with elevation of conductor top edge 1 inch below gutter discharge.

3.7 INSTALLATION OF REGLETS AND COUNTERFLASHINGS

A. Coordinate installation of reglets and counterflashings with installation of base flashings.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000085 of 000113
EXH : 000065 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5
Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 86 of 113
EXHIBIT B1

B. Embedded Reglets: See Section 033000 "Cast-in-Place Concrete" for installation of reglets.

C. Surface-Mounted Reglets: Install reglets to receive flashings where flashing without embedded reglets is indicated on Drawings. Install at height so that inserted counterflashings overlap 4 inches over top edge of base flashings.

D. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap 4 inches over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches and bed with butyl sealant. Fit counterflashings tightly to base flashings.

3.8 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder and sealants.

C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.

D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 71 00

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000086 of 000113
EXH : 000066 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed 25-90440 Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint
Page 87 of 113
EXHIBIT B2
Paige Parker, Christian Circuit Clerk

BID SCOPE REVIEW MEETING

Meeting Date:	2-2-2023
Job #:	Job #221354
Job Name:	**Ascend Elements Phase 1**
Subcontractor:	**CEI Group, LLC**
Description of Work:	**Bid Pack #05, Bid Item Roofing**
Base Bid:	$ 7,541,562.00
Bond:	$
Mandatory Alternates:	1. 2. NA 3.
Voluntary Alternates:	Emailed capplegate@tcco.com VA's on 1/26/2023
Substitutions:	
Allowance(s) Included:	None.
Addenda:	None
Clarifications:	None issued.
Pre-Bid Meeting Minutes:	None issued.

Turner/Kokosing Job Staff:

1. Project Manager: Jeff Albers
2. Project Superintendent: Scott Blankenship
3. Project Engineer: Gary Michalske

Attendance at Meeting:

Turner Kokosing:

1. Cliff Applegate
2. Jeff Toth
3. Scott Blankenship
4. Dick Conway
5.

Subcontractor:

1. Joe Petersen
2.
3.

1. SCOPE REVIEW NOTES

Review proposal and scope of work description including any addenda revisions. Review attached Scope of Work and list clarifications below.

Emailed capplegate@tcco.com bid clarifications on 1/26/2023

Emailed capplegate@tcco.com specification mark ups on 2/5/2023

Filed 25-90440 Doc 1-1 Filed 07/17/26 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000087 of 000113
EXH : 000067 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C1
Filed 4E Circuit 2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc Exhibit Michigan Complaint Page 88 of 113
EXHIBIT B2

Emailed capplegate@tcco.com post bid pricing on 2/8/2023

2. OTHER GENERAL ITEMS

2.1 Contract Documents: Confirm per Bid package and Addendum

2.2 Review project schedule for this work, milestones, phasing
Confirm meets project Schedule If different list dates
- Lead times are still good
- Extraction 712 sq's; 20 sq's/day to meet schedule
- C & L to run concurrently
- 6 – 10's per week schedule

2.3 Review material or equipment lead times
List any issues affecting schedule

2.4 Quantity Checks: see bid form:

2.5 Review crew sizes and total onsite man-hours

Average Crew Size 8 – 10 men workers
Might increase to 2 crews of 12-15 men when needed

Total Man-Hours 13091 *hours*

2.6 Unburdened Payroll – CCIP / OCIP
(Onsite Payroll - $)
- Need to name TK and AE as add'l insured

2.7 Review Subcontractor backlog all projects

Filed 4E Circuit 2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000088 of 000113
EXH : 000068 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc Exhibit Page 89 of 113 Paige Parker, Christian Circuit Clerk Michigan Complaint
EXHIBIT B2

(List projects, $ value, and schedule dates here for other work which may affect this project)

- Have healthy backlog currently; summer is currently slammed
- Do not see any impact on this project's schedule
- Will honor schedule if awarded

2.8 Review quantities and resolve large discrepancies
(Quantities to be listed on the bid tabulation sheet)

2.9 Review Subcontractor staff assignments for the project
Contract Negotiations – Joe Petersen; could return Form 36 review result by next week

Shop Drawings & Submittals – JB Hampton; in-house draftsman

Pricing for Changes – Joe Petersen

Billings – Kim Ronald; office mgr.

General Superintendent – will not be onsite

Project Manager – Joe Petersen

Foreman – working foreman

Safety – will add pricing for on-site safety mgr.

2.10 Review site logistics, parking, lay-down, hoisting requirements

- Will provide laydown plan; coordinate with TK Superintendent
- Will stage deliveries
- Will rent a crane; included in bid

2.11 Review subtier work *(list here if known)*

- No 2nd tiers

2.12 Review MWBE or local participation requirements and what the Subcontractor has included – met?
(List company names and values or % here)

Filed 26-90440 07/17/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000089 of 000113
EXH : 000069 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C1 Filed 07/17/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc Exhibit Michigan Complaint
Page 90 of 113 EXHIBIT B2

- No MWBE

2.13 Review Submittal / As-Built requirements
- Will use Procore; initialize and process all submittals, RFI's and access drawings

Mock Ups
None required
- TK QAQC team will be inspecting installations

2.14 Temporary protection for this work?
- Included in bid

To protect finished areas we are working over. Other contractors are responsible for their own temp protection when working on finished roofing

2.15 Responsibility for dumpster and what can be put in it.
- Estimated dumpster count = 15

Provided by GC

2.16 *N/A*

2.17 Responsibility for temporary toilets – *Turner/Kokosing*

2.18 Temporary heat requirements for Subcontractor?
- Included in bid

2.19 Temporary electric needs for Subcontractor? None at this time.
PEB subcontractor to use generators if required.
- Included in bid

2.20 Responsibility for testing – *Owner to provide testing.*
- Will coordinate manufacturer inspections; included in bid

2.21 Review responsibility and type of permits for this trade
- City business license – 350/yr
- Temp facility license – 40/yr; won't have a trailer onsite

2.22 Tax Status of project – *Taxable; List value of tax included in bid.*
- Included tax breakout in bid

2.23 Prevailing wage project per Davis Bacon Act. See Exhibit L for labor rates.

Filed 07/17/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000090 of 000113
EXH : 000070 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5
Filed Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc Exhibit Page 91 of 113 Paige Parker, Christian Circuit Clerk Michigan Complaint
EXHIBIT B2

(Certified Payroll reports are required)

- Labor is coming from Detroit; are union
- No issues in the past with out-of-town work
- Will handle all arrangements; included in bid

2.24 Retainage Provisions – *10% on the first 50% of work performed*

2.25 Subcontract Agreement terms and conditions without modification?

- Sent to review team for internal review; expect result next week

2.26 Current Prequalification on file? Is your company current?

Yes

2.27 Insurance requirements: CCIP. We still need auto and GL for off site work.

Review list of Additional Insureds

- TK and Ascend for offsite COI

2.28 Warranty period 1 year standard *unless extended in specifications.*

2.29 Performance and payment bonds required ? TBD

2.30 Review Invoice and Payment procedures

(Textura)

- Pencil copy due on 20th
- Will review with owner on 25th
- Paid after Textura sees we've been paid

(Accelerated Payment Program – APP)

(No On Site Work without signed and returned agreement)

(Receipt of Owner Payment prior to payment to Subcontractor)

2.31 Payment allowed for offsite stored materials?

(If so, review procedures and anticipated materials)

2.32 Safety requirements as per Project Specific Safety Program

- Orientation
- Drug test req'd
- 2-hr. Building Life training
- Fall protection plan rq'd

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000091 of 000113
EXH : 000071 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5
Filed 4/3/2025 08:00:00 AM | Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc Exhibit Michigan Complaint Page 92 of 113
EXHIBIT B2

- Ladders last policy
- Lifts must inside stop device
- No free rigging aloud
- Hot work permit req'd
- 25 lb. fire extinguishers
- Pre-start meeting rq'd
- Certifications rq'd for signaling
- Must use Type 2 helmets
- Daily safety huddle and stretch and flex incl. pre-task planning
- Hrs. 7-5 winter; 6-4 summer

2.33 Mandatory orientation program for all workers

2.34 EMR less than 1.00 ?
- 0.60 %

2.35 Review Turner Kokosing Harassment Policy – get compliance from sub.

Insert Additional Specific Items Below

3. **ACTION ITEMS / FOLLOW UP** Action items due by 2/7/23.

Provide alternate for on-site safety mgr.

Provide laydown plan; coordinate with TK Superintendent

Provide list of estimated rental equipment

Provide deduct for down spouts, gutter, and 4x10 sheets; will be prefabricated for you.

Provide alternate to furnish ¼" plate

More aggressive schedule is included in bid; no price increase

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000092 of 000113
EXH : 000072 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5
Filed 4/5/2026 8:31:00 PM 25CI2151165 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc Exhibit Michigan Complaint Page 93 of 113
EXHIBIT B2

Note: A copy of the Bid Scope Review Meeting minutes may be included as an Exhibit to the contract should this Subcontractor be awarded this work.

Subcontractor to sign and date this document.

Joe Petersen

Signature

2/21/2023

Date

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000093 of 000113

EXH : 000073 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint
Page 94 of 113

EXHIBIT "I"
MINIMUM INSURANCE REQUIREMENTS FOR SUBCONTRACTORS
04/03/2023

The following requirements for insurance shall apply for all subcontractors. Refer to Subcontract Agreement (Form 36-III) for additional information. Subcontractor's BID price shall include any costs required to obtain insurance policies with these limits and/or requirements.

All General Liability and Worker's Compensation insurances will be covered by Turner-Kosoking Joint Venture's Contractor Controlled Insurance Program (CCIP). Program details are outlined within Exhibit C. All remaining insurance provisions apply to all contractors and insurance shall be provided as stated below:

1) **Builders Risk**: Policy by Ascend Elements. Deductible is $_____. The Subcontractor is responsible for the deductible in the event of a loss. Subcontractor will only pay for the prorated share of the deductible based on their portion of the loss.

2) **Additional Insureds:** Turner-Kokosing Joint Venture, its officers, employees, agents, and wholly owned subsidiaries or parent organization and all other parties as required by any written agreement, Owner, and other parties as required by General Contract with Owner, and their respective, officers, agents, officials, employees, volunteers, boards and commissions shall be named as Additional Insured on all insurances required with exception of Workers Compensation and Professional Liability Coverage. Subcontractor shall provide Additional Insured Endorsement(s) to Turner-Kokosing Joint Venture showing this Additional Insured status. Naming of additional insured parities on Acord certificate is not adequate, the endorsement must be furnished to and verified by Turner-Kokosing Joint Venture.

3) **MINIMUM INSURANCE LIMITS**. Refer to Subcontract Agreement (Form 36-III) for additional information

WORKERS' COMPENSATION - in accordance with laws of the State in which the Work is situated

EMPLOYERS' LIABILITY INSURANCE in the amount of **$1,000,000**

COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including INDEPENDENT CONTRACTOR'S LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work – minimum limits "per occurrence" are listed below:

Trade	Gen. Liab Limit (per occurrence)
Division 1: General Requirements	
Tower Crane (erected and/or operated by crane rental firm)	$10MM
Mobile Cranes, Man/Material Hoists	$10MM
Other General Requirements / General Conditions	
Division 3: Concrete	
Concrete Work (Fnd. and/or CIP Frame - no Tower crane)	$5MM ($10MM if with Tower Crane)
Concrete Work (Cast-In-Place on Metal Deck)	$5MM
Placing of Reinforcing Steel & Mesh	$5MM
Precast Structural Concrete (no Tower Crane)	$5MM ($10MM if with Tower Crane)
Precast Architectural Concrete (No Tower Crane)	$5MM ($10MM if with Tower Crane)
Division 4: Masonry and Stone	
Brick and Block Masonry	$5MM
Stone Pavers	$5MM
Exterior Wall	$5MM

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000094 of 000113
EXH : 000074 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5

Division 5: Metal		
	Structural Steel no Tower Crane	$5MM ($10MM if with Tower Crane)
	Misc. Iron/Steel Stairs	$5MM
	Metal Deck	$5MM
	Ornamental Iron	$1MM ($2MM if urban site)
	Space Frame	$5MM
Division 6: Carpentry		
	Install Wood Doors, Rough, Carpentry	$1MM ($2MM if urban site)
	Architectural Millwork	$1MM ($2MM if urban site)
Division 7: Moisture Protection		
	Roofing	$5MM
	Waterproofing	$5MM
	Sheet Metal	$5MM
	Insulation	$1MM ($2MM if urban site)
	Caulking (Exterior)	$5MM
	EIFS	$5MM
Division 8: Doors, Windows, Glazing		
	Overhead Doors & Grilles	$1MM ($2MM if urban site)
	Storefront, Curtain Wall, Glass & Glazing	$5MM
Division 9: Finishes		
	Spray-On-Fireproofing, Drywall	$1MM ($2MM if urban site)
	Lath & Plaster	$1MM ($2MM if urban site)
	Acoustic Ceilings	$1MM ($2MM if urban site)
	Ceramic Tile	$1MM ($2MM if urban site)
	Resilient Flooring, Carpeting,	$1MM ($2MM if urban site)
	Painting, Vinyl Wall Covering	$1MM ($2MM if urban site)
Division 10: Specialties		
	Toilet Partitions & Accessories	$1MM ($2MM if urban site)
	Mail Chutes	$1MM ($2MM if urban site)
	Draperies & Blinds	$1MM ($2MM if urban site)
	Structural/Limited Access: Canopies, Shelters, Cupolas, Spires and similar	$5MM
Division 11: Equipment		
	Window Washing Equipment	$5MM
	Structural/Limited Access/Height – Theater Rigging and similar risk	$5MM
	Other (non-structural, no access / height concerns)	$1MM ($2MM if urban site)
Division 12: Furnishings		
	ALL	$1MM ($2MM if urban site)
Division 13: Special Construction		
	Structural/Limited Access/Height – Theater Rigging and similar risk	$5MM
	Grandstands	$5MM
	Other (non-structural, no access / height concerns) e.g. Cold Room	$1MM ($2MM if urban site)

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000095 of 000113
EXH : 000075 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90446 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 96 of 113

Division 14: Vertical Transportation		
	Elevators & Escalators	$5MM
	Scaffolding	$5MM
Division 21, 22, 23, 25: Mechanical		
	Fire Suppression, Plumbing, HVAC, Building Automation	$5MM
Division 26, 27, 28 : Electrical		
	Electrical, Communications, Security	$5MM
Division 31, 32 : Site Work		
	Structural Demolition *See below for Hazardous Removal	$20MM
	Non-Structural or Interior Selective Demolition	$5MM
	Shoring	$5MM
	Excavating * see below for hazardous removal	$5MM
	Site Utilities (Storm Drain, Sewer, Electric, etc.)	$3MM
	Exterior Improvements (fencing, playground, signage)	$1MM ($2MM if urban site)
	Landscape & Irrigation	$1MM ($2MM if urban site)
	Paving, Curb & Gutter	$1MM ($2MM if urban site)
	Blasting	$20MM
	Implosion	CALL FOR LIMITS

*$10MM and $20MM items above require minimum $2mm per occurrence for the primary policy limits

Interior Architectural Trades not specifically mentioned shall be $1MM ($2MM if Urban Site)

Trades not specifically mentioned shall provide limits that in the judgment of the Procurement Department is closest or most similar.

Commercial General Liability Aggregate limits preferred to be twice the "Per Occurrence" limits but must allow for at least $1M more than the per occurrence limit.

Bidders whose scope of work encompasses multiple trades above shall provide the highest GL limit associated with any of the included trades.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE – Combined single limit **$1,000,000/accident**

ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

Professional Liability Insurance (aka Errors and Omissions or E&O) - Professional Liability Insurance (PLI) is required for protection from claims and/or lawsuits arising out of the performance of any design or engineering services performed or furnished in connection with the Work caused by any negligent act, error, or omission for which Subcontractor and/or the Subcontractor's Architect(s) and/or Engineer(s) may become legally liable. For bid packages requiring stamped and certified design drawings, the Professional Engineer hired by this Subcontractor shall assume professional responsibility for any design work required in this Subcontract including but not limited to Structural and Life Safety design components. Bid packages for professional services are those that are legally qualified to perform for others in their capacity as, but not limited to, design-builder, architect, engineer, landscape architect, land surveyor or planner, construction manager, or interior designer / space planner, technology services (i.e., BIM), fire protection/sprinkler systems, HVAC, LEED or other professional and/or consulting services. If you have

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000096 of 000113
EXH : 000076 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5

specific questions about whether a particular trade requires Professional Liability Insurance, please contact Stratus. In instances where PLI is required, the below information is to be included in the contract documents.

This Subcontractor/Provider will include (OFFICE) PROFESSIONAL LIABILITY INSURANCE* (E&O) for protection from claims arising out of the performance of any design or Engineering services performed or furnished in connection with the Work caused by any negligent act, error, or omission for which Provider and/or the Provider's Architect(s) and/or Engineer(s) may become legally liable. Such professional liability insurance shall provide for coverage as follows:

a. Limit of liability – $3,000,000 per claim / $3,000,000 aggregate/$10M for DB Curtain wall subcontractor
b. Deductible Amount – Not more than $50,000 payable by the Subcontractor
c. Turner-Kokosing Joint Venture, Owner, et al shall NOT to be named as Additional Insured.
d. Subcontractor agrees that they will maintain [or cause to be maintained] this Professional Liability coverage for 5 years or state statute (whichever is more) after substantial completion of the Project and provide the indemnification and defense of Turner-Kokosing Joint Venture and the Owner from claims and claim expenses arising out of any such negligent act, error, or omission.
e. Sixty (60) days prior written notice to Turner-Kokosing Joint Venture of cancellation of such insurance or any material change with respect thereof.
f. Such professional liability insurance shall be in a form and from a company acceptable to Turner-Kokosing Joint Venture (AM Best rating of A-VII or higher) and policy shall be available for review by Turner-Kokosing Joint Venture as requested.

II. Subcontracts over $40M in volume: the required limits are $10M per claim / $10M aggregate.
III. Design-Build: For a Lead Design Professional, Architect, or Engineer, the required limits are:
a. Project Volume $0 - $50M: $5M per claim / $5M aggregate.
b. Project Volume $51M - $100M: $7M per claim / $7M aggregate.
c. Project Volume $101M - $500M: $10M per claim / $10M aggregate.
d. Project Volume >$500M: Contact Contractor's Risk Management Department.

Professional Environmental Consultants Liability - For handling, storing, remediation or abatement of any contaminated or hazardous materials, the Environmental Consultant must have Professional Environmental Consultants Liability insurance with a minimum of:

I. Limit of liability: $5,000,000 per claim / $5,000,000 aggregate, Claims Made Policy.
II. Deductible Amount: Not more than $50,000 payable by the Subcontractor.
III. Turner-Kokosing Joint Venture, Owner, et al NOT to be named as Additional Insured.

Pollution Liability Insurance for Hauling of "Clean" Materials - For Rubbish Removal. As with the hazardous materials hauling below, this policy must be "Occurrence Based" coverage with TKJV, Owner, et al to be Additional Insured. If material is believed to be clean, a limit of $2M / Occurrence and $2M Aggregate should be provided. In some cases, Pollution Liability Insurance will also be required for painting trade partners. Refer to Turner-Kokosing Joint Venture's Master Agreement with the Owner and require at Turner-Kokosing Joint Venture's discretion, typically at $2M / Occurrence and $2M Aggregate.

Pollution Liability Insurance for Hauling of Contaminated Materials - For Rubbish Removal or Remediation Subcontractors, if there are any known hazardous materials to be hauled as part of the scope, then the Vendors hired to haul these contaminated materials must have Contractor's Pollution Liability Insurance that must be "Occurrence Based" coverage; TKJV, Owner, et al to be Additional Insured with a minimum of $5M / Occurrence and $10M Aggregate and endorsements for Contingent Transportation and Contingent Non-Owned Disposal Site.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000097 of 000113
EXH : 000077 of 000082

DocuSign Envelope ID: E8828273-46AB-481B-B867-B0A0821511C5

Aviation Liability Insurance – Required in the event of helicopter lifts. Contractor requires that Subcontractor purchase Aviation Liability coverage and provide insurance certificates showing a minimum of $10M / Occurrence and $10M Aggregate.

Medical Malpractice / Medical Liability Insurance - For on-site paramedic or other medical professionals, the providers shall provide a medical malpractice insurance that covers liability arising from disputed services or allegations of medical negligence and malpractice that result in patient's injury or death with the minimum required limits of $1,000,000 per each occurrence and $3,000,000 per general Aggregate. Medical Liability Insurance can also be in the form of Professional Liability Insurance (PLI) and endorsed for medical malpractice claims coverage.

Drone/UAV Liability Insurance - For Drone Services, the provider shall provide Drone/UAV Liability insurance with the minimum required limits of $5,000,000 per each occurrence and $5,000,000 per general aggregate for bodily injury/property damage. Turner-Kokosing Joint Venture will be included as an additional insured. Drone Request Form must be completed in compliance with the Turner-Kokosing Joint Venture Corporate EHS Policy.

Photography For photographers taking progress photos on site or taking aerial views of a site or finished views of a facility we have completed, photographer should provide WC, CGL with $2M limit, and Auto liability with $1M limit (these are in case photographer takes photos on site). If the photographer is taking aerial views, Contractor must request $10M in Aviation Liability from the photographer or their plane rental service or $5M Drone/UAV Liability, depending on aerial method (in either case with TKJV listed as an Additional Insured).

END OF DOCUMENT

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000098 of 000113

EXH : 000078 of 000082

DocuSign Envelope ID: E8828273-46AD-481B-B867-B0A0821511C5 Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 99 of 113

Turner kokosing

Jobsite & Office Vandalism, Graffiti, and Defacement of Property Policy

EXHIBIT V

August 21, 2020
(Updated September 15, 2022)

Contents

Introduction 1
Policy 1
Response 1
Temporary Facilities (Port-a-Johns, toilet trailers, built on-site, pedestrian covered walkways, scaffolds, gang boxes, storage trailers, job trailers, etc.) 2
Vandalism & Graffiti Prevention Requirements 3
Renovations to Existing Facilities 4

Introduction

Turner-Kokosing Joint Venture has zero tolerance for vandalism, graffiti, and defacement of property in our workplace. This policy outlines steps to take to prevent incidents. As so much vandalism and graffiti is bias-motivated, we must take swift action if an incident occurs. We will hold ourselves and others accountable to ensure that our workplace is free from harassment, hate and bigotry of any kind.

Policy

Turner-Kokosing Joint Venture has ZERO TOLERANCE for graffiti, vandalism, or defacement of property on our projects and in our offices. It damages property and is a crime (examples include images drawn, sprayed, or etched, stickers, non-work-related posters, etc.). The goal is to eliminate these types of incidents and this behavior on our projects.

Any graffiti, vandalism or defacement determined to be motivated by bias against a person's race, religion, disability, sexual orientation, ethnicity, gender, or gender identity or targeted to a specific individual triggers the steps outlined in the Bias-Motivated Events and Potential Hate Crimes Protocol.

Response

Turner-Kokosing Joint Venture's commitment to establishing a safe workplace through the elimination of graffiti, vandalism, or defacement of property should be a topic of discussion in all worker orientations and daily huddles. All graffiti found on our projects must be immediately reported to leadership (Operations Manager, Project Executive and Senior Project Manager) who will determine if it is bias-motivated. If unsure, contact **Rodney Pope at 347-203-4323** for assistance.

- If not bias-motivated, take the following measures:
  - Capture incident with photo(s) in Predictive Solutions or other tracking tool
  - Review the incident to determine the source and if identified, hold the offender(s) accountable
  - Consider a stand down with the entire workforce, principals of the trades and union representatives to discuss the situation and training may also be required
  - Remove the graffiti
- If graffiti is pervasive or continues, one or more of the following measures may be required:

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000099 of 000113
EXH : 000079 of 000082

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Case 26-90446 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 100 of 113

a. Contact trades principals, client and property owner (as necessary) and reinforce zero tolerance for any defacement
a. Conduct a project shutdown and training of the entire workforce may be required.
b. If associated with a specific trade partner or individual, they may be removed from the project permanently and possibly be barred from future Turner-Kokosing Joint Venture projects.
c. See further instructions below in section 'Vandalism & Graffiti Prevention Requirements'

- If **Bias-Motivated**, per Turner-Kokosing Joint Venture's Bias-Motivated Events and Potential Hate Crimes Protocols, within one hour of the event, the Environmental Health & Safety Director or Operations Manager must call the Turner-Kokosing Joint Venture Crisis Hotline - **1 (866) 3-TURNER/ 1 (866) 388-7637**.

Temporary Facilities (Port-a-Johns, toilet trailers, built on-site, pedestrian covered walkways, scaffolds, gang boxes, storage trailers, job trailers, etc.)

Contract Language

Given the historical propensity of graffiti occurring in temporary facilities, project teams must perform an initial visual inspection of all temporary facilities, interior and exterior, prior to their acceptance for use on our projects. This inspection also applies to projects utilizing permanent facilities or field-built temporary facilities. If conditions are found to be unacceptable, the project staff must refuse delivery and notify the third-party vendor or building management immediately.

Include language specific to temporary facilities in the scope of work in the trade partner contract or purchase order to ensure that any facilities delivered to a Turner-Kokosing Joint Venture project will arrive in "like new" condition both inside and outside. **Use the required language below in trade partner contracts or purchase orders:**

Insert this language into the scope of work in the contract. Make reference to the harassment language in Form 16 BRA, Article IX.
In keeping with the obligations and expectations of Article IX Harassment, this contractor shall inspect portable toilets prior to delivery to the site to ensure that each unit is:

1. Clean and in "like new" condition
2. Free from any drawings, stickers or graffiti of any type
3. Free from any etched markings

Turner-Kokosing Joint Venture will not accept any facility that does not meet the standards listed above. Any cost associated with the removal and replacement of a facility that was delivered in an unsatisfactory condition will be borne by this contractor.

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000100 of 000113
EXH : 000080 of 000082

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Turner kokosing

Jobsite & Office Vandalism, Graffiti, and Defacement of Property Policy

August 21, 2020
(Updated September 15, 2022)

Vandalism & Graffiti Prevention Requirements

All Turner-Kokosing Joint Venture projects *must* develop and incorporate a 'Vandalism & Graffiti Prevention Plan'. The project team should create an effective project specific plan to mitigate any vandalism, graffiti, and defacement of our project jobsites based on specific project considerations. The Project Superintendent owns the development, implementation, and continuous management of the plan.

For all Turner-Kokosing Joint Venture Turner-Kokosing Joint Venture Projects, implement the following 'Standard Requirements':

1. Install Graffiti Posters (Graffiti Posters)
2. Include 'Inclusive and Respectful Workplace' videos during safety orientations (English & Spanish Options) (Inclusive and Respectful Workplaces)
3. Perform thorough first inspections on all temporary toilets when delivered, or existing facility toilets, to ensure they are free from any graffiti or BME symbols, graphics, or verbiage.
4. Group temporary toilets if possible. Avoid having single, standalone temporary toilets throughout the project site.
5. Inspect temporary toilets minimum 3x daily and document any findings. See Toilet Inspection Form Best Practice within the 'Vandalism & Graffiti Prevention Plan'.
6. Conduct regular stand-downs to support the inclusive and respectful work environment and distribution of toolbox talks to educate trade partner workforce (Respectful Workplace Environment - Toolbox Talks)

In addition to the 'Standard Requirements', additional elevated measures apply as follows:

- For All Projects > $25M, or
- For any Projects experiencing graffiti incidents, *must* implement one or more of the following elevated mitigation measures:

1. Install camera(s) to document the use of the temporary toilets or other areas requiring additional monitoring.
2. Assign a full-time attendant to monitor toilets, including documenting inspections.
3. Assign trade-specific toilets with locks to improve monitoring efforts.

A project specific template has been created to better assist our teams in developing and managing their Vandalism & Graffiti Prevention Plan. Graffiti Prevention Project Specific Template

See 'Vandalism & Graffiti Prevention Plan' that provides best practices to achieve the standard and elevated measures. Projects may add additional measures to better fit their project conditions.

General Workplace

Graffiti is often found in less frequently traveled locations such as machine rooms, stairwells, closets, site fences, etc. Conduct regular inspections of the project to identify any graffiti,

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000101 of 000113
EXH : 000081 of 000082

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Turner kokosing

Jobsite & Office Vandalism, Graffiti, and Defacement of Property Policy

August 21, 2020
(Updated September 15, 2022)

Renovations to Existing Facilities

- Review Turner-Kokosing Joint Venture's Bias-Motivated Events and Potential Hate Crimes Protocol and Graffiti Policy with the client so there is a shared commitment and understanding of how the project will handle graffiti and bias-motivated events should they occur during construction.
- Prior to beginning work on any renovation project, an inspection and documented survey of the existing project is required to ensure the project is graffiti-free. The entire project site is to be inspected including stairwells, mechanical rooms (including inside and outside air handling units), electrical closets and existing building toilets planned to be used by workers during construction.
- Any graffiti found must be brought to the attention of project leadership, the client/building manager, and construction manager (if not Turner-Kokosing Joint Venture). The team must then develop and implement a plan to remove all graffiti prior to construction mobilization/continuation.

Additional Resources

- Vandalism & Graffiti Prevention Plan – 'Vandalism & Graffiti Prevention Plan'
- Graffiti Prevention Plan_ProjectSpecificTemplate - Graffiti Prevention Project Specific Template
- 'Not In Our House' Resource Page - TKN 'Not In Our House' Resource Page
- Response Information to BME, Vandalism, Graffiti and Defacement of Property - TKN Resource Page
- Hour One Overview - One Hour Program

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000102 of 000113
EXH : 000082 of 000082

Building the Future
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94D7779C-F969-4C9A-B3C9-6F7931006679 : 000103 of 000113

TILFORD DOBBINS & SCHMIDT PLLC

Thomas D. Murphy, II
Email: tmurphy@tilfordlaw.com

734 West Main Street, Suite 200
Louisville, Kentucky 40202
Direct Telephone: (502) 753-0241
Fax: (502) 589-4168

January 31, 2025

Via Certified Mail, Return Receipt Requested (separate envelopes)

Ascend Elements, Inc.
133 Flanders Rd
Westborough, MA 01581
and
Ascend Elements, Inc.
c/o Cogency Global Inc., Registered Agent
828 Lane Allen Rd., Ste. 219
Lexington, KY 40504

Re: Project: **Ascend Elements, Apex 1**
6505 John Rivers Road, Hopkinsville, Christian County, Kentucky 42266
Owner: **Ascend Elements, Inc.**
Contractor/Agent: **Turner-Kokosing Joint Venture**
Subcontractor/Claimant: **CEI Michigan, LLC**
Statutory Lien Claim: **$819,791.87 plus interest, fees and costs**

NOTICE OF INTENT TO CLAIM STATUTORY LIEN

Dear Owner:

Please be advised that this office represents CEI Michigan, LLC ("CEI") of P.O. Box 310, Hamburg, MI 48139. CEI entered into an agreement with your Agent and/or Contractor, Turner-Kokosing Joint Venture ("Turner-Kokosing"), of 28 N. St. Clair Street, Suite 200, Toledo, OH 43604, for the furnishing of labor, materials and/or services to the premises for the improvement of real property owned by your company, Ascend Elements, Inc., the commercial property being

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

EXHIBIT "C"

EXH : 000001 of 000005

located generally at 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266 (the "Property").

CEI has furnished labor, services, and/or materials pursuant to its agreement with Turner-Kokosing, in the performance of its agreement for the Property. The labor, services, and/or materials were furnished during the period concluding November 7, 2024, within 120 days prior to the date of this Notice, for which there remains due and payable a contract/account balance in the sum of $819,791.87, as reflected on the attached documents. This is composed of

Pending change order total value	79,486.58
Earned unbilled retainage	280,678.64
Total of 2 open billings	459,626.65
	819,791.87

Turner-Kokosing has failed to pay the amounts due per the terms of its agreement with CEI. Copies of additional supporting documentation for the claim are available upon receipt of a written request directed to my attention.

The purpose of this letter is to notify your company, pursuant to KRS 376.010(4), as the owner of the real property improved by the labor, services, and/or materials furnished, that CEI is asserting its right to claim a lien against the real property improved by the labor, services and/or materials furnished under its agreement with Turner-Kokosing. The property affected by this inchoate lien claim is located generally at 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266 , a specific description of the tract appearing in the document recorded at Deed Book 797, Page 420, as recorded in the Office of the County Clerk of Christian County, Kentucky.

The failure to address and resolve this claim by Turner-Kokosing or your company will result in the recording of a Mechanic's/Materialman's Lien Statement in the Office of the County Clerk of Christian County, Kentucky, to permit CEI to perfect a statutory lien against the subject real property and improvements thereon. That perfected statutory lien will secure the present balance due, together with statutory interest, costs, and/or attorneys' fees to the extent authorized by contract or statute.

I would be pleased to review this matter with you or your counsel at your convenience.

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000104 of 000113

EXH : 000002 of 000005

Sincerely,

CEI Michigan, LLC

By: Thomas D. Murphy, II
Attorney and Agent

Enclosure

cc: Turner-Kokosing Joint Venture
28 N. St. Clair Street, Suite 200
Toledo, OH 43604

and

Turner-Kokosing Joint Venture
c/o CT Corporation System
306 West Main Street, Suite 512
Frankfort, KY 40601

CEI Michigan, LLC

\\ACKERSON7\file-net\tmurphy\Documents 25\CEI Turner-Kokosing (Ascend) KRS 376_010(4) letter.docx

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000105 of 000113
EXH : 000003 of 000005

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Security Risk: Your organization has only one Enterprise Administrator setup and this poses a security risk. You can read more about security best practices Here Take Action

ORACLE Textura Payment Management

Tools | CEI Michigan LLC | Kimberly Ronald

Ascend Elements Battery Recycling Facility - 123013- JP | 4700181587 - Roofing | Find Draws | Project Tasks | Messages

Project Home | My Contract | Compliance | Subcontracts | Project Setup | Project Tools

Project Home

Overview

Payment Summary

My Contract Value: 5,613,573.00

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%

Paid: 4,873,267.72 | Pending Payment: 459,626.64 | On Hold: 0.00 | Retained: 260,678.64 (5.00%) | Balance: 280,678.64

Draws

In Progress | Completed

Open Draws (0)

This contract has no Open Draws. An email will be sent when a draw is initiated.

Submitted Draws (2)

Draw 24 (Draw 24 0924)
Period: 01-Sep-2024 to 30-Sep-2024
Due Date: 19-Sep-2024
Approved
5,132.39
Net Invoice Amount
Print Draw Documents More

Draw 25 (Draw 25 1025)
Period: 01-Oct-2024 to 31-Oct-2024
Due Date: 22-Oct-2024
Approved
454,494.25
Net Invoice Amount
Print Draw Documents More

Case 26-90440 Claim 1-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 106 of 113

Filed
25-CI-00120
05/09/2025
Paige Parker, Christian Circuit Clerk

Run On : January 31, 2025
At : 12:56:55
As Of : 01/31/2025

Change Order Estimate Report
CEI MICHIGAN LLC
BY JOB NUMBER

CS3_7.RPT

C/O	OWNER	PHS	CST	TY	DESCRIPTION	UPDATED J/C	<----- QUANTITY	U/M	CHANGE ESTIMATES AMOUNT	INCOME
CONTRACT:123013			ASCEND			JOB: 123013	ASCEND		CUSTOMER: 960500	TURNER CONSTRUCTI
1	5		PCO181 274 287 318 ect			REQUESTED:	-605,067.00	06/20/2024	APPROVED: -605,067.00	06/28/2024
			CHANGE ORDER TOTAL:						0.00	-605,067.00
2	P		CUT CURBS HOLE FLASH DWN			REQUESTED:	15,449.58	08/20/2024		
			CHANGE ORDER TOTAL:						0.00	15,449.58
3	P		CUT CURB HOLE FLASH DWNT			REQUESTED:	18,476.00	08/20/2024		
			CHANGE ORDER TOTAL:						0.00	18,476.00
4	P		CUT CURBS, HOLE FLASH,			REQUESTED:	7,545.00	09/03/2024		
			CHANGE ORDER TOTAL:						0.00	7,545.00
5						REQUESTED:	0.00	09/04/2024		
			CHANGE ORDER TOTAL:						0.00	0.00
7	7		STORM DAMAGE			REQUESTED:	478,415.00	10/15/2024	APPROVED: 478,415.00	10/23/2024
			CHANGE ORDER TOTAL:						0.00	478,415.00
8	P		CUTTING IN CURBS			REQUESTED:	38,016.00	01/17/2025		
			CHANGE ORDER TOTAL:						0.00	38,016.00

		INCOME
CONTRACT: 123013	TOTAL APPROVED CHANGE ORDERS:	-126,652.00
	TOTAL PENDING CHANGE ORDERS:	79,486.58

*** End Of Report ***

Filed
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/26 Desc CEI Michigan Complaint Page 107 of 113
25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
Case 26-90440 Claim 17-2 Part 3 Filed 07/17/25 Desc Exhibit Complaint
Page 108 of 113
Filed: 03/04/2025 01:58:39 PM
PG 77 - 79 (3) DOC# 10062254
Melinda A. Humphries, County Clerk
Christian County, KY
Received By: Y. WICKHAM
Transfer Tax Paid: $0.00

MECHANIC'S/MATERIALMAN'S LIEN STATEMENT

The undersigned, Thomas D. Murphy, II, states that he is the Attorney and Agent for **CEI Michigan, LLC**, a Michigan limited liability company, of P.O. Box 310, Hamburg, MI 48139, and that he is authorized to make this sworn statement on behalf of the company, and to serve as its Agent for Service of Process in any action affecting the statutory lien asserted herein.

At the special instance and request of and by contract with Turner-Kokosing Joint Venture of 28 N. St. Clair Street, Suite 200, Toledo, OH 43604, as the contractor and agent for Ascend Elements, Inc., a Delaware corporation, of 133 Flanders Rd., Westborough, MA 01581, the record owner of the property hereinafter described, the Claimant, **CEI Michigan, LLC**, has furnished services, labor and/or materials for the improvement of the property described below. There is due to the Claimant for said labor and/or materials the sum of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), against which there are no just credits or off-sets known to the Claimant.

The property improved by the aforesaid labor and/or materials furnished by the Claimant is located in Christian County, Kentucky, is generally known as 6505 John Rivers Road, Hopkinsville, Christian County, KY 42266, and is more particularly described as follows:

Parcel I:

Lot 1 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.

Parcel II:

Lot 2 of the Division Plat of Hopkinsville Industrial Foundation, Inc. Property, recorded in Plat Cabinet 12, Slide 519 in the Christian County, Kentucky Clerk's Records.

BEING the same property conveyed to **Ascend Elements, Inc.**, a Delaware corporation, by deed dated November 16, 2022, of record in Deed Book 797, Page 420 in the Office of the County Clerk of Christian County, Kentucky.

EXHIBIT "D"

Filed 25-CI-00120 05/09/2025 Paige Parker, Christian Circuit Clerk
94D7779C-F969-4C9A-B3C9-6F7931006679 : 000108 of 000113
EXH : 000001 of 000003

The undersigned states that the Claimant, **CEI Michigan, LLC**, has, claims and hereby asserts a Mechanic's/Materialman's Lien on all right, title and interest of **Ascend Elements, Inc.**, the owner of the afore-described property, in and to the above-described real estate and improvements thereon, to secure said Claimant in the payment of EIGHT HUNDRED NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE and 87/00 DOLLARS ($819,791.87), with interest at the rate of six percent (6%) per annum pursuant to KRS 376.010 from November 7, 2024, the last date upon which said labor and/or materials were furnished, until paid; for the cost of filing this Lien Statement; for all costs incurred in enforcing the statutory lien of the Claimant; and for all attorneys' fees incurred to the extent authorized by contract or statute.

Thomas D. Murphy, II
Attorney and Agent for
CEI Michigan, LLC

COMMONWEALTH of KENTUCKY |
| SS:
COUNTY OF JEFFERSON |

The foregoing Mechanic's/Materialman's Lien Statement was subscribed and sworn to before me by Thomas D. Murphy, II, as Attorney and Agent for **CEI Michigan, LLC**, this 7th day of February, 2025.

DAVID B. BLANDFORD
Notary Public, Notary ID # KYNP62576
State at Large, Kentucky
My commission expires 11/08/2027

My commission expires:

Notary Commission No.:

Notary Public, State-at-Large, KY

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000109 of 000113
EXH : 000002 of 000003

Clerk: Return Document to Preparer (Murphy)

THIS INSTRUMENT PREPARED BY:

Thomas D. Murphy, II
TILFORD DOBBINS & SCHMIDT, PLLC
734 West Main Street, Suite 200
Louisville, KY 40202
(502) 753-0241
e-mail: TMurphy@tilfordlaw.com

CERTIFICATE OF SERVICE

Pursuant to KRS 376.080(1), it is hereby certified that on this 27th day of February, 2025. a copy of this Mechanic's/Materialman's Lien Statement was mailed by regular mail to:

Ascend Elements, Inc.
133 Flanders Rd
Westborough, MA 01581
and
Ascend Elements, Inc.
c/o Cogency Global Inc., Registered Agent
828 Lane Allen Rd., Ste. 219
Lexington, KY 40504

as the Owner of the property described herein, with a copy to the contractor and agent

Turner-Kokosing Joint Venture
28 N. St. Clair Street, Suite 200
Toledo, OH 43604
and
Turner-Kokosing Joint Venture
c/o CT Corporation System
306 West Main Street, Suite 512
Frankfort, KY 40601.

Thomas D. Murphy, II

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EXH : 000003 of 000003

AOC-120 Rev. 10-14 Sum Code: TP

Commonwealth of Kentucky
Court of Justice *Courts.ky.gov*

CR 14

Case #: **25-CI-00120**
Court: **CIRCUIT**
County: **CHRISTIAN**

THIRD-PARTY SUMMONS

Plantiff, **TURNER-KOKOSING JOINT VENTURE ET AL VS. ASCEND ELEMENTS, INC**, *Defendant*

TO: **CORPORATION SERVICE COMPANY**
421 WEST MAIN STREET
FRANKFORT, KY 40601

The Commonwealth of Kentucky to the Third-Party Defendant:

You are hereby notified that a **legal action has been filed against you** in this Court demanding relief as shown on the complaint(s) delivered to you with this Summons. **Unless written response is made** by you or by an attorney on your behalf **within twenty (20) days** following the day these papers are delivered to you, **judgment by default** may be taken against you for the relief demanded in the attached complaint. **You must respond to both of the parties** demanding relief in this action. The names and addresses of both parties or their attorneys are shown at the end of the complaint(s) delivered to you with this Summons.

/s/ Paige Parker, Christian Circuit Clerk
by: _____ D.C.
Date: **05/09/2025**

Proof of Service

This Summons was:

☐ Served by delivering a true copy and the Complaint (or other initiating document)

To: _____

☐ Not Served because: _____

Date: _____, 20____

_____
Served By

_____
Title

Summons ID: @90005810296
CIRCUIT: 25-CI-00120 Sheriff Service
TURNER-KOKOSING JOINT VENTURE ET AL VS. ASCEND ELEMENTS, INC

eFiled

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000111 of 000113
TP : 000001 of 000001

AOC-120 Sum Code: TP
Rev. 10-14

Commonwealth of Kentucky
Court of Justice *Courts.ky.gov*

CR 14

Case #: **25-CI-00120**
Court: **CIRCUIT**
County: **CHRISTIAN**

THIRD-PARTY SUMMONS

Plantiff, **TURNER-KOKOSING JOINT VENTURE ET AL VS. ASCEND ELEMENTS, INC**, *Defendant*

TO: **CORPORATION SERVICE COMPANY**
421 W MAIN STREET
FRANKFORT, KY 40601

The Commonwealth of Kentucky to the Third-Party Defendant:
TEC-PROTECTIVE COATINGS INC.

You are hereby notified that a **legal action has been filed against you** in this Court demanding relief as shown on the complaint(s) delivered to you with this Summons. **Unless written response is made** by you or by an attorney on your behalf **within twenty (20) days** following the day these papers are delivered to you, **judgment by default** may be taken against you for the relief demanded in the attached complaint. **You must respond to both of the parties** demanding relief in this action. The names and addresses of both parties or their attorneys are shown at the end of the complaint(s) delivered to you with this Summons.

/s/ Paige Parker, Christian Circuit Clerk
by: _____ D.C.
Date: **05/09/2025**

Proof of Service

This Summons was:

☐ Served by delivering a true copy and the Complaint (or other initiating document)

To: _____

☐ Not Served because: _____

Date: _____, 20____

_____
Served By

_____
Title

Summons ID: @90005810295
CIRCUIT: 25-CI-00120 Sheriff Service
TURNER-KOKOSING JOINT VENTURE ET AL VS. ASCEND ELEMENTS, INC

eFiled

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000112 of 000113
TP : 000001 of 000001

Commonwealth of Kentucky

Paige Parker, Christian Circuit Clerk

Case #: 25-CI-00120 **Envelope #:** 10571651

Received From: MURPHY, THOMAS **Account Of:** MURPHY, THOMAS

Case Title: TURNER-KOKOSING JOINT VENTURE ET AL V ASCEND ELEMENTS, INC **Confirmation Number:** 201684202

Filed On 5/9/2025 4:45:27PM

#	Item Description	Amount
1	Money Collected For Others(Franklin Co. Sheriff)	$120.00
2	Money Collected For Others(Franklin Electronic Service Copies)	$22.60
	TOTAL:	$142.60

94D7779C-F969-4C9A-B3C9-6F7931006679 : 000113 of 000113