Fill in this information to identify the case:

Debtor Fieldstone A&E, LLC

United States Bankruptcy Court for the: Eastern District of Michigan (State)

Case number 26-48494

Modified Official Form 410
Proof of Claim

04/25

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 or 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?**

Onyx and East LLC

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

Other names the creditor used with the debtor OE Kenwood LLC, Onxy and East of Florida LLC

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?	**Where should payments to the creditor be sent?** (if different)
Onyx and East LLC James J. Walsh Esq. Butler Weihmuller Katz Craig LLP 80 S.W. 8th Street, Suite 3300 Miami, Florida 33130, USA	
Contact phone 786-532-2057	Contact phone _____
Contact email jwalsh@butler.legal	Contact email _____

Uniform claim identifier (if you use one):

_____

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

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ 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? _____

26484942610220000000000001

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?** $ 2,000,000. **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.

See summary page

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

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: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ 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: _____

26484942610220000000000001

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 all that apply:*

	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 $3,800* 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 $17,150*) 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 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

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)(3) 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 acknowledgement 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 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 10/22/2026
MM / DD / YYYY

/s/James Walsh Esq.
Signature

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

Name: James Walsh Esq.
First name | Middle name | Last name

Title: Attorney

Company: Butler Weihmuller Katz Craig LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

26484942610220000000000001

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7539 | International 001-310-823-9000

Debtor:
26-48494 - Fieldstone A&E, LLC
District:
Eastern District of Michigan, Detroit Division

Creditor:
Onyx and East LLC
James J. Walsh Esq.
Butler Weihmuller Katz Craig LLP
80 S.W. 8th Street, Suite 3300
Miami, Florida , 33130
USA
Phone:
786-532-2057
Phone 2:
305-416-9998
Fax:
Email:
jwalsh@butler.legal

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:
OE Kenwood LLC, Onxy and East of Florida LLC

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Contractual hold harmless provision, common law indemnity, professional negligence

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
2,000,000

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
James Walsh Esq. on 22-Oct-2026 10:28:07 a.m. Pacific Time
Title:
Attorney
Company:
Butler Weihmuller Katz Craig LLP

VN: C16F07DA32A5FE28D72ADA70F5A28FE2

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR PINELLAS COUNTY, FLORIDA

CASE NO.: 25-002019-CI

NORTH 1ST TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of itself and its members,

Plaintiff,

CLASS REPRESENTATION

v.

OE KENWOOD, LLC, an Indiana limited liability Company; ONYX AND EAST FLORIDA, LLC, an Indiana limited liability company; PEREGRINE CONSTRUCTION, LLC, a Florida limited liability company; and FIELDSTONE A&E, LLC, a Michigan limited liability company,

Defendant.
_____/

AMENDED COMPLAINT

Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members (collectively "Association"), by and through undersigned counsel, hereby sues Defendants, OE Kenwood, LLC ("OEK"), Onyx and East Florida, LLC ("OEF"); Peregrine Construction, LLC ("PC"); and Fieldstone A&E, LLC ("FAE"), and alleges as follows:

NATURE OF THE CASE

1. This is an action for damages arising from the negligent construction of the townhome buildings and the common elements developed and constructed by Defendants at the townhome community commonly known as the North 1st Townhomes located in Pinellas County, Florida (the "Subject Property").

2. Association alleges claims for violation of applicable building codes, negligence,

vicarious liability and professional negligence.

PARTIES, JURISDICTION AND VENUE

3. This is an action for monetary damages in excess of $50,000.00 (Fifty Thousand Dollars), exclusive of interest, costs and attorneys' fees, and this Court otherwise has jurisdiction over the subject matter hereof.

4. Association was organized and exists to, among other things, govern the Subject Property as to matters of common interest, and has the responsibility of maintaining and repairing the Subject Property's exterior building elements and the common elements, as well as damages caused therefrom. Association has interests in the Subject Property, including but not limited to the easement granted to Association pursuant to the Declaration of Covenants, Conditions and Restrictions for North 1st Townhomes, to perform exterior repairs on all of the Subject Property's townhome buildings, including maintenance and painting. Association brings this action on behalf of itself, and pursuant to FLA.R.CIV.P. 1.221 on behalf of its members.

5. OEK is an Indiana limited liability company doing business in the State of Florida. At all relevant times hereto, OEK served as the developer of the Subject Property that is the subject of this litigation.

6. OEK executed one or more of Association's governing documents as the "Declarant" of Association and the Subject Property.

7. OEF is an Indiana limited liability company doing business in the State of Florida. OEF was a general contractor for the Subject Property.

8. PC is a Florida limited liability company doing business in the State of Florida. PC was a general contractor for the Subject Property.

9. FAE is a Michigan limited liability company doing business in the State of Florida. FAE was the architect and engineer of record that designed the Subject Property.

10. Association is unaware at this time of what role additional persons or entities played in the construction and development of the Subject Property. As such, Association may seek leave to amend this Complaint once additional information becomes available through discovery.

11. All conditions precedent to the actions brought herein, both contractual and legal, have been performed by Association, excused, or waived. The Subject Property is located in Pinellas County, Florida. The causes of action set forth herein accrued in Pinellas County, Florida.

12. Association brings this action on behalf of itself and its members.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

13. The Subject Property includes all structures, common elements, improvements and appurtenances incident thereto constructed, designed, developed and sold by Defendants.

14. Defendants undertook to construct, design and develop the Subject Property for the use of the general public, including Association and its members and their predecessors in interest.

15. In so doing, Defendants failed to adequately investigate, construct, design and inspect the Subject Property.

16. Defendants failed to cause the Subject Property to be developed, designed and constructed in a good and workmanlike manner and in accordance with the applicable building codes.

17. As a direct result of the failures on the part of Defendants, Association and its members suffered and continue to suffer damages proximately caused by defects and deficiencies in the design and construction of the Subject Property including, but not limited to: violation of applicable building codes; architectural defects; structural defects; roof deck defects;

waterproofing defects; framing defects; window and exterior door system defects, including flashing and integration defects; cladding system defects, including but not limited to those within the stucco systems; damaged framing and sheathing elements; parapet wall defects; roofing and gutter defects; and firestopping and fire suppression system defects, including but not limited to those identified in the June 11, 2025 Fiebig Architecture Forensic Evaluation Report attached hereto as **Exhibit A**.

18. The defects caused damage to, among other things, framing, sheathing, coating systems, hardware, trim, flashings, frames, insulation, drywall, paint, sealants, flooring, electrical components, mechanical equipment, interior finishes and other property.

19. The defects and deficiencies were created and exist in violation of local building and construction practices, industry standards, manufacturer requirements, product specifications and various governmental codes and restrictions, including, without limitation, the Florida Building Code and local codes as in effect at the time the Subject Property was constructed, inspected and sold to the public for residential use.

20. At all times material hereto, all of the defects, deficiencies and building code violations were or should have been known to Defendant.

21. The defects and deficiencies were not readily discoverable by Association through reasonable inspection at the time of purchase. Association only became aware of the defects and deficiencies through inspections performed by expert consultants.

22. All conditions precedent to bringing this lawsuit have been satisfied or waived.

COUNT I – OEK VIOLATION OF BUILDING CODE

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

23. Pursuant to FLORIDA STATUTES §553.84, Association has a right of action for any damages resulting from a violation of the Florida Building Code and/or violation of §553, FLORIDA STATUTES.

24. Association has a right of action for any damages resulting from a violation of the Florida Building Codes applicable to the construction of the Subject Property.

25. OEK had a duty to comply with the building codes applicable to the Subject Property's construction and development.

26. OEK violated the Florida Building Code, including but not limited to Sections R703.1 and R703.1.1, applicable to the Subject Property's development, construction and design, because the applicable building code required the development, design, and construction of the Subject Property to be free from defects and to prevent water from entering the building envelope. The construction was not completed in a code-compliant manner, thereby allowing water to enter the building envelope.

27. OEK further violated the building codes applicable to the Subject Property's construction and development because the construction was not completed in a code-compliant manner as stated in paragraphs 17 and 18 above, Exhibit A, and in additional manners that may be further ascertained through discovery.

28. Upon information and belief, OEK caused additional building code deficiencies that can only be discovered through additional destructive testing or other means of expert investigations.

29. OEK knew or should have known that all of the building code violations alleged and described above existed.

30. As a result of the foregoing code violations, Association has been damaged and

injured.

31. The foregoing Building Code violations were both the legal and factual cause of the aforementioned damages.

32. As a result of OEK's conduct in violation of applicable building and construction codes and ordinances, Association has been compelled to retain the services of expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members demands judgment against OE Kenwood, LLC for damages including but not limited to the cost of repairing the building code violations, the resulting damages from the building code violations, and incidental and consequential damages caused thereby, statutory interest, attorney's fees and litigation costs pursuant to Paragraph 17 of the purchase agreements between the Association's members and OE Kenwood, LLC, and for any other relief the Court deems just and proper.

COUNT II – OEK NEGLIGENCE

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

33. When developing, constructing and inspecting the Subject Property, OEK was aware it was developing and constructing residential real property for use by members of the public at large, including the Association and its members, for purposes of human habitation.

34. In so doing, OEK owed a duty to the public at large, including Association and its members, to exercise reasonable care in its undertakings so as to develop, construct and inspect the Subject Property to be reasonably free from defect or deficiency, and safe for healthy human habitation by the public and Association and its members.

35. OEK was at all times subject to applicable building and construction codes and ordinances then in force mandating the minimum standards for the construction of all aspects of the Subject Property as necessary to protect the public and Association from damages caused by defective, deficient, unsafe or unhealthy residential dwellings and improvements.

36. OEK owed to Association and its members the duty to use due care and to have the development, design and construction work and services performed in a competent and workmanlike manner for the construction and development of the Subject Property. Defendant's duty to use due care arose, among other things, by virtue of being the Subject Property's Developer.

37. By undertaking the duties and special duties set forth above, OEK is vicariously liable for the damages to Association and its members that were caused in whole or in part by OEK's contractors, subcontractors, consultants, vendors and representatives.

38. By negligently developing and constructing the Subject Property in a defective and deficient manner as described in Paragraphs 17 and 18 and Exhibit A, and by allowing deficient work to be performed and by violating the building and construction codes and ordinances in force designed to protect Association from damages caused by the defects and deficiencies, OEK breached the duty of care owed to the public and to Association and its members.

39. All of the defects and conditions that were in existence at the time of completion of the Subject Property were latent and/or concealed. Damages are continuous and progressive over time.

40. As a result of the foregoing, Association has suffered and continues to suffer damages which include, without limitation, the cost to repair the defects and resulting damages to the buildings and other property arising from the negligent development and construction of the

Subject Property, which are now and will continue to pose a threat to the health, safety and welfare of Association, their families and guests, and the general public until such repairs are effectuated.

41. OEK's breaches of the duty of care were both the legal and factual cause of Association's damages.

42. As a result of OEK's negligence, Association has been compelled to retain the services of expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members, demands judgment against OE Kenwood, LLC for damages including, but not limited to, the cost of repairing the deficient conditions at the Subject Property, the resulting damages therefrom, and incidental and consequential damages caused thereby, statutory interest, attorney's fees and litigation costs pursuant to Paragraph 17 of the purchase agreements between the Association's members and OE Kenwood, LLC, and for any other relief the Court deems just and proper.

COUNT III – OEF VIOLATION OF BUILDING CODE

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

43. Pursuant to Florida Statutes §553.84, Association has a right of action for any damages resulting from a violation of the Florida Building Code and/or violation of §553, Florida Statutes.

44. Association has a right of action for any damages resulting from a violation of the Florida Building Codes applicable to the construction of the Subject Property.

45. OEF had a duty to comply with the building codes applicable to the Subject Property's construction and development.

46. OEF violated the building codes applicable to the Subject Property's construction and development because the construction was not completed in a code-compliant manner as stated paragraphs 17 and 18 above, Exhibit A, and in additional manners that may be further ascertained through discovery.

47. Upon information and belief, OEF caused additional building code deficiencies that can only be discovered through additional destructive testing or other means of expert investigations.

48. At all times relevant hereto, OEF should have been a Florida licensed general contractor during the construction and development of the Subject Property.

49. OEF is vicariously liable for any defective work performed by its subcontractors because OEF undertook a special duty to oversee the subcontractors' work.

50. OEF had a non-delegable duty to ensure the work performed at the Subject Property was performed in a code-compliant and workmanlike manner, regardless of whether its work or services were inspected by or contracted out to third parties, and to ensure that the materials supplied would be fit for their stated and intended purposes.

51. To obtain the building permits required for the Subject Property and to hold a general/building contractor's license, OEF was required to prove to the State of Florida, that it held requisite knowledge of the applicable building codes to construct the Subject Property in a code-compliant manner.

52. OEF knew or should have known that all of the building code violations alleged and described above existed.

53. As a result of the foregoing code violations, including but not limited to those set forth in Exhibit A, the Association has been damaged and injured.

54. The foregoing Building Code violations were both the legal and factual cause of the aforementioned damages.

55. As a result of OEF's conduct in violation of applicable building and construction codes and ordinances, Association has been compelled to retain the services of expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members demands judgment against Onyx and East Florida, LLC for damages including but not limited to the cost of repairing the building code violations, the resulting damages from the building code violations, and incidental and consequential damages caused thereby, statutory interest, litigation costs and for any other relief the Court deems just and proper.

COUNT IV – OEF NEGLIGENCE

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

56. When constructing and inspecting the Subject Property, OEF was aware it was constructing residential real property for use by members of the public at large, including the Association and its members, for purposes of human habitation.

57. In so doing, OEF owed a duty to the public at large, including Association and its members, to exercise reasonable care in its undertakings so as to construct and inspect the Subject Property to be reasonably free from defect or deficiency, and safe for healthy human habitation by the public and Association and its members.

58. OEF was at all times subject to applicable building and construction codes and ordinances then in force mandating the minimum standards for the construction of all aspects of the Subject Property as necessary to protect the public and Association from damages caused by

defective, deficient, unsafe or unhealthy residential dwellings and improvements.

59. OEF owed to Association and its members the duty to use due care and to have the design and construction work and services performed in a competent and workmanlike manner for the construction and development of the Subject Property. OEF's duty to use due care in performing its work arose, among other things, by virtue of operating under a Florida contractor's license, by virtue of having pulled building permits for the construction of the Subject Property, by virtue of operating under the building permits, and by virtue of operating under a set of plans and specifications approved by the local building department.

60. By undertaking the duties and special duties set forth above, OEF is vicariously liable for the damages to Association and its members that were caused in whole or in part by OEF's subcontractors, consultants, vendors and representatives.

61. By negligently constructing the Subject Property in a defective and deficient manner as described in Paragraphs 17 and 18 and Exhibit A, by allowing deficient work to be performed and by violating the building and construction codes and ordinances in force designed to protect Association from damages caused by the defects and deficiencies, OEF breached the duty of care owed to the public and to Association and its members.

62. All of the defects and conditions that were in existence at the time of completion of the Subject Property were latent and/or concealed. Damages are continuous and progressive over time.

63. As a result of the foregoing, Association has suffered and continues to suffer damages which include, without limitation, the cost to repair the defects and resulting damages to the buildings and other property arising from the negligent construction of the Subject Property, which are now posing and will continue to pose a threat to the health, safety and welfare of

Association, its members and their families and guests, and the general public until such repairs are effectuated.

64. OEF's breaches of the duty of care were both the legal and factual cause of Association's damages.

65. As a result of OEF's negligence, Association has been compelled to retain the services of expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members, demands judgment against Onyx and East Florida, LLC for damages including, but not limited to, the cost of repairing the deficient conditions at the Subject Property, the resulting damages therefrom, and incidental and consequential damages caused thereby, statutory interest, litigation costs, and for any other relief the Court deems just and proper.

COUNT V – OEF VICARIOUS LIABILITY

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

66. OEF undertook non-delegable duties to, among others, Association and its members, to ensure that all workmanship performed at the Subject Property was performed in a good and workmanlike manner, in accordance with the approved plans and specifications and all applicable building codes.

67. OEF knew that the Subject Property was being constructed for human occupancy and that Association and its members would be damaged if the Subject Property was completed in a deficient manner.

68. OEF's duties arose from, among other things, operating under a contractor's license and by pulling a building permit for the construction and development of the Subject Property,

representing to the local building department that it would undertake such duties, by being compensated, either directly or indirectly as the general contractor for the Subject Property.

69. OEF hired employees and subcontractors to construct the Subject Property.

70. Beyond pulling the building permit and representing to the local building department that all work would be performed in accordance with the approved plans, specifications and applicable building codes, OEF had a duty to supervise and inspect the work of its employees and subcontractors.

71. In the scope of their employment, OEF's employees and subcontractors negligently constructed the Subject Property and caused construction defects and conditions that include, but are not limited to, those described above in Paragraphs 17 and 18, Exhibit A, and as may be revealed through discovery. The work done by OEF's employees and subcontractors was in furtherance of OEF's business.

72. OEF accepted and approved the defective work and conditions that were caused by its employees and subcontractors. By doing so, OEF breached its duties and the applicable standards of care.

73. OEF's breach of the above-referenced duties caused Association damages, including but not limited to, those identified in Paragraphs 16 and 17 and Exhibit A. These damages are continuing and ongoing.

WHEREFORE, Plaintiff, North 1st Townhome Homeowners Association, Inc., demands judgment against Onyx and East Florida, LLC for damages including, but not limited to, the cost of repairing the deficient conditions at the Subject Property, the resulting damages therefrom, and incidental and consequential damages caused thereby, statutory interest, litigation costs, and for any other relief the Court deems just and proper.

COUNT VI – PC VIOLATION OF BUILDING CODE

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

74. Pursuant to Florida Statutes §553.84, Association has a right of action for any damages resulting from a violation of the Florida Building Code and/or violation of §553, Florida Statutes.

75. Association has a right of action for any damages resulting from a violation of the Florida Building Codes applicable to the construction of the Subject Property.

76. PC had a duty to comply with the building codes applicable to the Subject Property's construction and development.

77. PC violated the building codes applicable to the Subject Property's construction and development because the construction was not completed in a code-compliant manner as stated paragraphs 17 and 18 above, Exhibit A, and in additional manners that may be further ascertained through discovery.

78. Upon information and belief, PC caused additional building code deficiencies that can only be discovered through additional destructive testing or other means of expert investigations.

79. At all times relevant hereto, PC was a Florida licensed general contractor during the construction and development of the Subject Property.

80. PC is vicariously liable for any defective work performed by its subcontractors because PC undertook a special duty to oversee the subcontractors' work.

81. PC had a non-delegable duty to ensure the work performed at the Subject Property was performed in a code-compliant and workmanlike manner, regardless of whether its work or

services were inspected by or contracted out to third parties, and to ensure that the materials supplied would be fit for their stated and intended purposes.

82. To obtain the building permits required for the Subject Property and to hold a general/building contractor's license, PC was required to prove to the State of Florida, that it held requisite knowledge of the applicable building codes to construct the Subject Property in a code-compliant manner.

83. PC knew or should have known that all of the building code violations alleged and described above existed.

84. As a result of the foregoing code violations, Association has been damaged and injured.

85. The foregoing Building Code violations were both the legal and factual cause of the aforementioned damages.

86. As a result of PC's conduct in violation of applicable building and construction codes and ordinances, Association has been compelled to retain the services of expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members demands judgment against Peregrine Construction, LLC for damages including but not limited to the cost of repairing the building code violations, the resulting damages from the building code violations, and incidental and consequential damages caused thereby, statutory interest, litigation costs and for any other relief the Court deems just and proper.

COUNT VII – PC NEGLIGENCE

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

87. When constructing and inspecting the Subject Property, PC was aware it was constructing residential real property for use by members of the public at large, including Association and its members, for purposes of human habitation.

88. In so doing, PC owed a duty to the public at large, including Association and its members, to exercise reasonable care in its undertakings so as to construct and inspect the Subject Property to be reasonably free from defect or deficiency, and safe for healthy human habitation by the public and Association and its members.

89. PC was at all times subject to applicable building and construction codes and ordinances then in force mandating the minimum standards for the construction of all aspects of the Subject Property as necessary to protect the public and Association from damages caused by defective, deficient, unsafe or unhealthy residential dwellings and improvements.

90. PC owed to Association and its members the duty to use due care and to have the design and construction work and services performed in a competent and workmanlike manner for the construction and development of the Subject Property. PC's duty to use due care in performing its work arose, among other things, by virtue of operating under a Florida contractor's license, by virtue of having pulled building permits for the construction of the Subject Property, by virtue of operating under the building permits, and by virtue of operating under a set of plans and specifications approved by the local building department.

91. By undertaking the duties and special duties set forth above, PC is vicariously liable for the damages to Association and its members that were caused in whole or in part by PC's subcontractors, consultants, vendors and representatives.

92. By negligently constructing the Subject Property in a defective and deficient manner as described in Paragraphs 17 and 18 and Exhibit A, and by allowing deficient work to be

performed and by violating the building and construction codes and ordinances in force designed to protect Association from damages caused by the defects and deficiencies, PC breached the duty of care owed to the public and to Association and its members.

93. All of the defects and conditions that were in existence at the time of completion of the Subject Property were latent and/or concealed. Damages are continuous and progressive over time.

94. As a result of the foregoing, Association has suffered and continues to suffer damages which include, without limitation, the cost to repair the defects and resulting damages to the buildings and other property arising from the negligent construction of the Subject Property, which are now posing and will continue to pose a threat to the health, safety and welfare of Association, its members and their families and guests, and the general public until such repairs are effectuated.

95. PC's breaches of the duty of care were both the legal and factual cause of the Association's damages.

96. As a result of PC's negligence, Association has been compelled to retain the services of expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, Plaintiff, North 1st Townhomes Homeowners Association, Inc., on behalf of itself and its members, demands judgment against Peregrine Construction, LLC for damages including, but not limited to, the cost of repairing the deficient conditions at the Subject Property, the resulting damages therefrom, and incidental and consequential damages caused thereby, statutory interest, litigation costs, and for any other relief the Court deems just and proper.

COUNT VIII – PC VICARIOUS LIABILITY

Association reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

97. PC undertook non-delegable duties to, among others, Association and its members, to ensure that all workmanship performed at the Subject Property was performed in a good and workmanlike manner, in accordance with the approved plans and specifications and all applicable building codes.

98. PC knew that the Subject Property was being constructed for human occupancy and that the Association and its members would be damaged if the Subject Property was completed in a deficient manner.

99. PC's duties arose from, among other things, pulling a building permit for the construction and development of the Subject Property, representing to the local building department that it would undertake such duties, by being compensated, either directly or indirectly as the general contractor for the Subject Property.

100. PC hired employees and subcontractors to construct the Subject Property.

101. Beyond pulling the building permit and representing to the local building department that all work would be performed in accordance with the approved plans, specifications and applicable building codes, PC had a duty to supervise and inspect the work of its employees and subcontractors.

102. In the scope of their employment, PC's employees and subcontractors negligently constructed the Subject Property and caused construction defects and conditions that include, but are not limited to, those described above in Paragraphs 17 and 18 and Exhibit A, and as may be revealed through discovery. The work done by PC's employees and subcontractors was in

furtherance of PC's business.

103. PC accepted and approved the defective work and conditions that were caused by its employees and subcontractors. By doing so, PC breached its duties and the applicable standards of care.

104. PC's breach of the above-referenced duties caused the Association damages, including but not limited to, those identified in Paragraphs 17 and 18 and Exhibit A. These damages are continuing and ongoing.

WHEREFORE, Plaintiff, North 1st Townhome Homeowners Association, Inc., demands judgment against Peregrine Construction, LLC for damages including, but not limited to, the cost of repairing the deficient conditions at the Subject Property, the resulting damages therefrom, and incidental and consequential damages caused thereby, statutory interest, litigation costs, and for any other relief the Court deems just and proper.

COUNT IX – FAE PROFESSIONAL NEGLIGENCE

Plaintiff reasserts, realleges and incorporates by reference all the allegations in paragraphs 1-22 above, as if set forth in full herein and further states that:

105. FAE is a licensed professional rendering professional architectural and engineering services and must perform those services in accordance with the standard of care used by similar professionals in the community under similar circumstances.

106. When preparing and stamping the construction plans for the Subject Property, FAE rendered services in connection with the development and construction of the Subject Property which has human habitation or use as its principal purpose. These services included, but were not limited to, drafting drawings and specifications.

107. In performing these services, FAE owed a duty to the public at large, and to the

Association to exercise reasonable care to design the Subject Property in a manner for it to be reasonably free from defect or deficiency, and safe for healthy human habitation by the public and the FAE.

108. FAE was at all times subject to applicable building and construction codes and ordinances then in force mandating the minimum standards for the design and construction of all aspects of the Subject Property as necessary to protect the public and Association from damages caused by defective, deficient, unsafe, or unhealthy residential dwellings and improvements.

109. FAE owed to Association the duty to use due care and to have its design services performed in a competent and workmanlike manner for the development and construction of the Subject Property in accordance with the standard of care used by similar professionals in the community.

110. FAE breached its standard of care by negligently preparing the drawings and specifications for the Subject Property, and by allowing violations of the building and construction codes and ordinances in force designed to protect Association from damages, including but not limited to those identified in Exhibit A.

111. All of the defects and conditions that were in existence at the time of completion of the Subject Property were latent and concealed.

112. As a result of the foregoing, Association suffered and continues to suffer damages which include, without limitation, the cost to repair the defects and resulting damages to the Subject Property, which are now and will continue to pose a threat to the health, safety and welfare of Association, its members and their family and guests, and the general public until such repairs are effectuated. Association's damages are continuous and progressive over time.

113. FAE's breaches of the duty of care were both the legal and factual cause of

Association's damages.

WHEREFORE, Plaintiff, North 1st Townhome Homeowners Association, Inc., demands judgment against Fieldstone A&E, LLC for damages including, but not limited to, the cost of repairing the deficient conditions at the Subject Property, the resulting damages therefrom, and incidental and consequential damages caused thereby, statutory interest, litigation costs, and for any other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Association requests that this matter be tried before a panel of competent jurors on all matters so triable.

Dated this 30th day of September, 2025.

PURSIANO LAW LLP
Jason W. Bruce, Esq. (FBN 62181)
Robert L. Simon, Esq. (FBN 92721)
Andrew J. Celauro, Esq. (FBN 91358)
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texantus@pursiano.com
lmatthews@pursiano.com

By:_____
JASON W. BRUCE, ESQ.
Attorneys for Plaintiff

Professional Services Agreement

May 10, 2018

FIELDSTONE AE: Fieldstone Architecture & Engineering (FAE)
14055 Riveredge Dr. Suite 460
Tampa, FL

CLIENT: John Bain
Onyx + East
Indianapolis, IN

Proposal for Architecture and Engineering Services

Kenwood Town Homes | St. Petersburg, FL

General Scope of Services:

Fieldstone proposes to provide Architectural Design and Structural engineering for the above-mentioned project. Mechanical Electrical and Plumbing engineering is not a part of the scope or fee.
Basic Services provided by Fieldstone include Schematic Design, Design Development and Construction Documents.
Additional services such as Construction administration will be provided on an hourly basis as needed in accordance with our standard hourly rates.
Project consists of 4 unique unit types and 19 total units on the site.
Each building will have a distinctive elevation.
Fieldstone will utilize the cad files provided by O+E to assist in the design and documentation phase.
For a detailed description of work please refer to Attachment 1.

Fees:

CLIENT shall pay FIELDSTONE a stipulated sum for Architectural and Structural Engineering Services

Total Fee	$84,875.00
Recommended Construction Administration budget	$17,000 (hourly as needed)

Schedule:

Fieldstone will work closely with CLIENT to establish a favorable schedule. Final truss engineering is required for completion of final Structural engineering.

Notes:

- It is assumed all units will be permitted and built at the same time.
- Should MEP engineering be requested. FAE will engage an MEP engineer and pass through all fees to O+E.
- All structures and their associated fees are based on the above assumptions and information provided by the CLIENT. Should building size, construction type or program deviate from assumptions, fees will be adjusted accordingly.
- Additional Reimbursable Expenses, such as printing, shipping, photography, travel related expenses, lodging, if incurred as requested by Client, shall be reimbursed at cost + 15%.

Attachments:
CLIENT and FIELDSTONE acknowledge that each has read and agrees to all attachments included with this proposal, which are incorporated herein and made a part of this agreement.

1. Detailed scope of work 2. Terms and Conditions 3. Site concept received from client

A signed copy of this proposal will constitute our Agreement and authorizes FAE to begin work. We appreciate the opportunity to work together to create a highly successful project.

Offered by (FIELDSTONE):

_____
(Signature and date)

Bryan Barrett, Vice President
_____
(Printed Name and title)

Accepted by (CLIENT):

_____ 5/15/18
(Signature and date)

John Bain - EVP Nat. Operations
_____
(Printed Name and title)

Attachment #1

Detailed Scope of work:

It is understood that CLIENT has read and understands the scope of work and fee structure proposed for all phases of work.

Client to provide:

- Property address / Boundary survey / Topo survey / Geotechnical report
- Cad file
- Preferred specifications and project assumptions
- Civil site plan in Cad format

Schematic Design | Detailed Scope of work:

Fieldstone will research general jurisdictional requirements such as set-backs, height and area restrictions and permitting requirements. Based on client comments and research data, FAE will generate the floor plans based information provided by CLIENT. Final Schematic Design package to include the architectural Floor plan noting room sizes and square foot area tabulation and exterior elevations.

Upon completion FAE will send plans and elevations to CLIENT via email for review and comment. CLIENT to provide written comments and/or redlines on Schematic Design Package. Upon receipt of CLIENT comments FAE will pick up all comments and re-submit for CLIENT approval. 3 rounds of CLIENT comments are expected in this phase and included in fee structure.

Please note: Design drawings will be generated and presented in a hand sketch or cadd format.

Upon approval of Final Schematic Design Package project can proceed to the Design Development phase. It is understood that no significant design changes are expected beyond the Schematic Design phase.

Design Development | Detailed Scope of work:

It is understood that the Schematic Design Package has been approved and project is current on billing.

It is also understood that design changes during the Design Development phase will effect fee estimate.

FAE will establish floor, wall and roof construction systems and sizes.

This process will further define the schematic design and establish volume spaces and work out special conditions.

FAE will generate a Design Development package for CLIENTS review and comment.

Design Development Package to include:

- Dimensioned floor plans
- Locate equipment and appliances
- Power, Data and Lighting Plan
- All exterior elevations identifying general materials and finishes
- Roof plan indicating crickets, overbuilds and gutters as necessary
- Building sections as necessary to describe volume areas.
- Provide initial structural review to define structural systems

1 round of CLIENT comments are expected in this phase and included in fee structure.

CLIENT to provide written comments and/or redlines on Design Development Package. Upon receipt of CLIENT comments FAE will incorporate all comments into the Construction Documents.

Once CLIENT approves Design Development, the package can be sent to CLIENT's preferred roof/floor truss manufacture for completion of component engineering.

Attachment #1(cont.)

Basic Construction Documents | Detailed Scope of work:

It is understood that the Design Development Package has been approved and project is current on billing
It is also understood that any design changes during the Construction Documents phase will significantly increase fees.

Construction Documents
Construction Documents shall consist of "Builder-Type" working drawings and specifications and should be considered minimum drawings to comply with the City's (or County's) minimum plan review check list.
Fieldstone will utilize cad files provided by O+E and ensure all construction documents are Florida Building Code compliant.
Working Drawings shall consist of the following:

- Cover Sheet / General Notes
  - Structural design criteria
  - General material specifications and Miscellaneous information
- Architectural Site plan
  - Civil cad files to be provided by client. Site plan to identify building types and adjacencies.
- Foundation Plans
  - Plans to include dimensions, notes, footing, beams and slab penetrations.
- Floor Plans – Main and Upper floors
  - Plans to include fully dimensioned and include general notes, area schedule, door and window sizes, appliance and equipment locations. Drawings will identify general finish material but will not specify all manufactures.
- Exterior Elevations
  - Front rear and sides to include notes and key bearing heights and slopes.
- Building Sections
  - Sections to show framing conditions, volumes, plate heights, spans, beam locations and heights.
- Details
  - Enlarged details to show critical information and keyed back to a floor plan or elevation.
- Interior Elevations
  - Kitchens, bath, fireplaces and / or special walls. This is minimal elevations and do not include all interior elevations.
- Electrical Plan
  - Power outlets, fixtures, switches, telephone/data, door chimes, door openers, smoke/carbon detectors.
  - Electrical load calculations and Panel schedules are to be prepared by sub-contractor
- Roof Plan
  - Schematic view of slopes, pitches, crickets, saddles, ridges, valleys, hips, overhangs and rake conditions and fireplace chase locations.
- Framing Plans
  - Floor and Roof Framing plan. FAE will use truss manufactures floor and roof truss placement plan. Final truss engineering must be provided two weeks prior to completion of final Construction Documents.

Color Selections (not included provided upon request)
FAE will make selections to the following colors and present them to the CLIENT. Included within this proposal are (2) rounds of comments made to FAE for reselection of these colors in the following areas:

- Exterior Colors
- Window assemblies
- Outdoor Living

Color Blocking (not included provided upon request)

- Apply FAE selected and CLIENT approved color selections to each exterior wall surface. Color selections to be key noted on plans & elevations. Bridgetown I colors to be used.
- FAE may provide additional color selections and color blocking and this will be done at standard FAE hourly rates.

Attachment #1 (cont.)

Exclusions:

Items listed below are specifically excluded from this phase and have not been included in the estimated fees listed above.

- Construction Administration – Any communication or documentation after building permit has been achieved. This service will be provided on an hourly basis.
- Civil engineering / Site planning / Grading or Drainage planning
- Marketing graphics or art work
- Mechanical/Electrical/Plumbing engineering
- Product approval data: Assembly or maintenance
- Construction cost estimates or obtaining construction bids
- Special government agency requirements such as Architectural review board requirements or special documentations or related research
- Zoning review or application documents
- Hardscape or landscape plans
- Interior Design - Interior material specifications. Floor patterns. Cabinet of built in millwork design or detailing. Millwork profiles, window treatments equipment specifications. Interior elevations describing special design features. Specialty lighting. Specialty equipment design integration.

Standard Hourly Rates:

C Level / Vice President / Director	$150
Senior Architect / Engineer / Professional	$135
Architect / Engineer / Professional	$125
Project Manager	$100
Assistant Project Manager / Specialist	$90
Senior Technician	$80
Technician	$75
Clerical	$45

Attachment #2

Terms and Conditions
SERVICES

Authorization to Proceed. The signing of this Agreement by the CLIENT and FIELDSTONE will serve as written authorization for FIELDSTONE to proceed with services called for in this agreement.

Changes. Work beyond the scope of services, redoing any part of the project through no fault of FIELDSTONE, or the discovery of conditions or circumstances not contemplated by FIELDSTONE at the commencement of this Agreement shall constitute extra work and shall be paid for on a time and materials basis in accordance with the Standard Rates attached to this Agreement. FIELDSTONE will not perform such extra work without CLIENT's notification and approval.

Time limit and changes in scope of services. The proposal is valid for a period of 7 days from the proposal date. If acceptance and authorization to proceed is not received within 7 days, FIELDSTONE reserves the right to renegotiate the estimated costs, schedule for completion, personnel commitments, and overall scope of work. FIELDSTONE reserves the right to renegotiate the proposal should the CLIENT choose to alter the scope of work as indicated in the proposal.

Times for rendering services. FIELDSTONE services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, FIELDSTONE's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of FIELDSTONE, the rates and amounts of compensation provided herein shall be subject to equitable adjustment. If CLIENT has requested changes in scope, extent, or character of the Project, the time of performance of FIELDSTONE services shall be adjusted equitably.

Right of Entry. Unless otherwise stated, FIELDSTONE will have access to the site for activities necessary for the performance of the services. FIELDSTONE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

PAYMENT
Billings/Payments. Invoices will be submitted for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FIELDSTONE may, without waiving any claim or right against CLIENT, and without liability whatsoever to the CLIENT, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the CLIENT shall pay cost of collection, including reasonable attorneys' fees.

Reimbursable Expenses. Reimbursable expenses means the expenses incurred by FIELDSTONE or FIELDSTONE's Consultants directly in connection with the Assignment including but not limited to printing, shipping, mileage, meals, airfare, rental car and lodging.

Obligation to Pay. CLIENT's obligation to pay for the services performed under this Agreement is in no way contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies or final adjudication of a lawsuit in which FIELDSTONE is not involved, or upon CLIENT's successful completion of the project or CLIENT's decision not to use completed engineering and drafting for any reason. No deduction shall be made from any invoice on account of penalty, liquidated damages, retentions or other sums withheld from payments to CLIENT. It is agreed that all expenses incurred by FIELDSTONE in enforcing this Agreement, or in obtaining liens, judgments or collecting any delinquent amounts due, including reasonable attorney fees, shall be recoverable from CLIENT.

Disputed Invoice. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

GENERAL CONDITIONS
Standards of Performance. CLIENT shall be responsible for, and FIELDSTONE may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to FIELDSTONE pursuant to this Agreement. FIELDSTONE may use such requirements, reports, data and information in performing or furnishing services under this agreement.
FIELDSTONE shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall be responsible for discovering deficiencies therein. FIELDSTONE shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

TERMINATION
Either party may at any time, upon ten (10) days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay FIELDSTONE all amounts owing to FIELDSTONE under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

DISPUTE RESOLUTION
Any claim or dispute between the CLIENT and FIELDSTONE shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of FIELDSTONE.

Attachment #2(cont.)

INSURANCE, INDEMNIFICATIONS & RISK ALLOCATION

Insurance. FIELDSTONE carries statutory Workers' Compensation Insurance. General Liability is in force with limits of $2,000,000.00 each occurrence, $4,000,000.00 aggregate operations for combined bodily injury and property damage liability. Automobile liability is carried with a combined limit of $1,000,000.00 each occurrence. FIELDSTONE carries $2,000,000.00 in professional liability insurance. Insurance certificates will be furnished upon request. Within the limits of said insurance coverage available at the time of settlement or judgment, FIELDSTONE agrees to save the CLIENT harmless from and against loss, damage, injury, or liability arising directly from the negligent acts or omission of ourselves, our employees, agents, sub consultants, and their employees and agents. If the CLIENT'S contract or purchase order places greater responsibility upon FIELDSTONE or requires further insurance coverage, additional insurance will be procured at the CLIENT'S expense; but FIELDSTONE shall not be held responsible for property damage from any cause, including fire and explosion, beyond the amount and coverage of our insurance. In addition, we require that if any hold-harmless agreements against FIELDSTONE, party suits exist between the CLIENT, and any contractor who may perform work in connection with this study, design, or report prepared by FIELDSTONE, such agreement must be extended to include just as if FIELDSTONE were the CLIENT. CLIENT agree to indemnify and hold harmless, and its officers, employees, agents and representatives, from and against all claims, losses, damages and expenses, including reasonable attorneys' fees, to extend such claims, losses, damages, or expenses are caused by the CLIENT negligent acts, errors or omissions.

Indemnifications. The CLIENT shall indemnify and hold harmless FIELDSTONE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the CLIENT, anyone directly or indirectly employed by the CLIENT (except FIELDSTONE) or anyone for whose acts any of them may be liable.
This indemnification shall include any claim, damage or losses due to the presence of hazardous materials. CLIENT agrees to waive any and all claims against FIELDSTONE or its employees and principals for liquidated damages.

~~**Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and FIELDSTONE, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, FIELDSTONE 's total liability to the CLIENT, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes shall not exceed the total amount of $50,000, the amount of FIELDSTONE 's fee (whichever is greater) or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to, FIELDSTONE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.~~

Hidden Conditions and Hazardous Materials. A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If FIELDSTONE has reason to believe that such a condition may exist, FIELDSTONE shall notify the CLIENT who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the CLIENT fails to authorize such investigation or correction after due notification, or (2) FIELDSTONE has no reason to believe that such a condition exists, the CLIENT is responsible for all risks associated with this condition, and FIELDSTONE shall not be responsible for the existing condition nor any resulting damages to persons or property. FIELDSTONE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

~~**LIMITATION OF PROFESSIONAL LIABILITY**~~

~~In recognition of the relative risks and benefits of the project to both the Client and Fieldstone, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Fieldstone, and his or her sub consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Fieldstone and his or her sub consultants to all those named shall not exceed $50,000, or Fieldstone's total fee for services rendered on this project, whichever is lesser. However, this does not include Gross Negligence liability.~~

~~Services provided by Fieldstone under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.~~

STATE OF VALIDITY

Contract shall be construed under the laws of the State of Florida. If any portion of this agreement is deemed invalid by a court of competent jurisdiction, all remaining portions of the Agreement shall remain valid and enforceable.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, FIELDSTONE ARCHITECTURE & ENGINEERING, LLC IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.

Attachment #3

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Additional Services –Agreement

November 9, 2021

FIELDSTONE AE: Fieldstone Architecture & Engineering (FAE)
12906 Tampa Oaks Blvd. Suite 150
Temple Terrace, Florida 33637

CLIENT: John Simon
Onyx+East
Indianapolis, In

Fee Summary – Additional Services

Six Points Row TH's | Building #2 Site Observation
Project #: 2143402.13M

The work product described below has been requested of FAE by CLIENT, or a Representative of the CLIENT. The request was made verbally by phone, in person, or by email.

Scope of Work:

- On-Site Site Observation of Six Pont Row – Building #2, to observe the construction status of the building and observe structural items within the building.
- Site Observation will include two (FAE) staff for up to 8 hours of site observation. Any time required on site over 8 hours will be billed per FAE Hourly Rate Table.
- Upon completion of Site Observation, FAE intends to prepare a report indicating our observation. Report will be of written documentation and may, or may not, include photos.

Fee Summary:

CLIENT shall pay FIELDSTONE a stipulated sum for Architectural and Structural Engineering Services:

Building #2 – Site Observation	*Fee:*	$ 3,500.00 (Lump Sum)
	Total Fee:	**$ 3,500.00 (Lump Sum)**

Notes:

- **Any additional changes requested by the Client/AHJ beyond the specifics listed above will be additional services.**

This fee is in addition to current or future contract amount. Additional Reimbursable Expenses, such as printing, shipping, photography, travel related expenses, lodging, if incurred as requested by Client, shall be reimbursed at cost + 15%.

Please approve this Fee Summary by signing below and returning to FAE to acknowledge receipt of this agreement.

John Simon — Director of Construction

Client Representative — Title

11/19/2021

Date

****This is not an invoice****