

Recording Requested by:  
P&R Pro Coatings, Inc.

Return To:  
P&R Pro Coatings, Inc.  
c/o Mail Center  
9450 SW Gemini Dr #7790  
Beaverton, Oregon 97008-7105  
Reference ID: 8786589

SPACE ABOVE FOR RECORDER'S USE

**AMENDMENT TO CLAIM OF LIEN  
§ 713.08 (4)(B)**

**PURSUANT TO § 713.08 (4)(B) THIS DOCUMENT SERVES TO AMEND THE CLAIM OF LIEN  
ORIGINALLY FILED AS Doc # 20220322855.**

**WARNING! THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN  
PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH  
PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID  
FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL  
AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO  
FORECLOSE OR DISCHARGE THIS LIEN.**

**Lienor**

P&R Pro Coatings, Inc.  
2322 Congress Ave.  
Clearwater, Florida 33763  
(727) 734-0438

**Property Liated ("Property")**

State of Florida  
County: Orange County

9101 International Drive  
Orlando, Florida 32819

**Property Owner ("Owner")**

Brixmor Property Group  
3440 Preston Ridge Road Suite 425  
Alpharetta, Georgia 30005  
Pointe Orlando Development Co  
500 E Broward Blvd #1130  
Fort Lauderdale, FL 33394

**Legal Property Description:**

Property located at the municipal address of 9101  
INTERNATIONAL DR #11, ORLANDO, FL 32819. In the  
county of ORANGE. APN 36-23-28-7165-00-017.  
Briefly described as PLAZA INTERNATIONAL UNIT  
ELEVEN 28/5 COM M NLY MOST COR OF LOT 1  
RUN SWLY 250.22 FT SLY 1883.90 FT TO POB TH E  
1044.80 FT TO E LINE OF LOT 1 TH SLY 1326.04 FT  
TH SLWY 25.30 FT N 82 DEG W 86.43 FT NWLY  
770.05 FT TH NWLY 570.04 FT TO POB. Subdivision:  
PLAZA INTL UT 11. Municipality / Township of UN-  
INCORPORATED. Township/Range/Section  
23S28E36. Legal Lot 1. Book/Page 285.

**Hiring Party:** Name and Address of person or entity to whom Claimant furnished labor, services, equipment and/or materials:  
Matcon Construction Services  
3023 North Florida Avenue  
Tampa, Florida 33603

**Date Services First Furnished:**  
August 18, 2021  
**Date Services Last Furnished:**  
May 16, 2022

**Services:** The lien is claimed for the following labor, services, equipment or materials: Plaza Deck Restoration

Date Preliminary Notice to Owner Sent to Property Owner: May 10, 2022  
Date Preliminary Notice to Owner Sent to Prime Contractor: May 10, 2022  
Date Preliminary Notice to Owner Sent to Subcontractor (if any):

**Amount Due and Unpaid:** \$682,906.40

**Amount of Total Contract:** \$1,778,414.00

State of Louisiana  
County of Orleans

**Before Me**, the undersigned Notary Public, personally came and appeared Charles Henson, the duly authorized agent of P&R Pro Coatings, Inc. for the purposes of only signing and presenting for filing this Claim of Lien, who was duly sworn and says that, pursuant to the information provided by P&R Pro Coatings, Inc. the information on this Claim of Lien is accurate and true. And, solely as represented by P&R Pro Coatings, Inc. through information provided, that in accordance with a contract with the Hiring Party, the Lienor Furnished the labor, services, and/or materials above-identified as the Services, said Services were furnished on the above-described Property.

The Property is owned by the Property Owner.

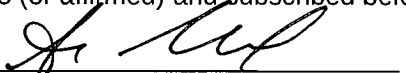
As represented by P&R Pro Coatings, Inc. the total contract price between the Hiring Party and the Lienor is above-identified as the Amount of Total Contract. Of this amount, the above-identified Amount of Total Claim remains unpaid, the Services were first furnished to the Property on the above-identified Dates Services First Furnished, and last furnished to the Property on the above-identified Dates Services Last Furnished, and the Lienor delivered the required preliminary Notice to Owner on the above-indicated dates to the above-indicated parties, if any.

Signed:



P&R Pro Coatings, Inc., Lienor  
Signed by: Charles Henson agent  
Date: June 27, 2022

Sworn to (or affirmed) and subscribed before me, Notary Public, on June 27, 2022

 (SEAL)

Notary Public  
Commission expires: At Death

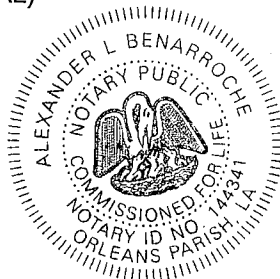


Exhibit A:

**EXHIBIT B-3**

**SUBCONTRACTOR / SUPPLIER LIEN WAIVER (INTERIM)**

(To be submitted with each application for payment)

OWNER: Brixmor Property Group

CONTRACTOR: Matcon Construction Services, Inc.

PROPERTY: 9101 International Drive, Orlando, FL 32819

PROJECT: Pointe Orlando Parking Deck Coatings

DESCRIPTION OF WORK OR MATERIALS PROVIDED: Waterproofing

Name of SUBCONTRACTOR AND/OR SUPPLIER:	<u>P&amp;R Pro Coatings Inc.</u>
Current Subcontract Sum:	\$ <u>1,778,414.00</u>
Total Amount Previously Paid:	\$ <u>1,483,797.60</u>
Amount Invoiced this Application # 10	\$ <u>66,465</u>
Balance Due:	\$ <u>870,637.90</u>


In consideration of all past payments received from the Contractor or Subcontractor in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as Previously Paid for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights to lien whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment previously furnished and paid for as shown above.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this 17<sup>th</sup> day of May, 20 22.

[Signature] Michael Betz V.P. 5/17/22  
 SUBCONTRACTOR / SUPPLIER RELEASING LIEN (Signature) (Printed name and title) (Date)

Subscribed and sworn to before me this 17<sup>th</sup> day of May, 20 22.

Notary's Stamp  Holly A. Keelean  
 Comm.: HH 120275  
 My Commission Expires: April 21, 2025  
 (Notary's name, county, and date commission expires)

Notary's Signature [Signature]

Submitted with General Contractor's Payment Application No 10.

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, has been paid the sum of **\$66,465.00** , and hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 05.17.22 to **Matcon Construction Services, Inc.** on the job of **Brixmlor Development Group /Pointe Orlando Development Group** to the following described property:

**Pointe Orlando  
9101 International Drive  
Orlando, FL 32819**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 5/17/22

P&R PRO COATINGS INC.

By: [Signature]  
Title: Vice President

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17th day May 20 22 by Michael Bartz of P&R Pro Coatings, Inc. on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary's Signature: [Signature]  
Print Name: Holly Keelean  
Commission No.: HH 120275



**Holly A. Keelean  
Comm.: HH 120275  
My Commission Expires:  
April 21, 2025**

*Note: This is the form of partial lien release set forth in Section 713.20(4), Florida Statutes.*

# AIA® Document G702® - 1992

## Application and Certificate for Payment

**TO OWNER:** Matcon Construction Services  
3023 N. Tampa Ave.  
Tampa, FL 33603

**PROJECT:** Pointe Orlando Parking Deck Coatings  
Orlando, FL

**APPLICATION NO:** 010  
**PERIOD TO:** May 17, 2022

**Distribution to:**  
OWNER:  ARCHITECT:   
CONTRACTOR:  FIELD:   
OTHER:

**FROM** P&R Pro Coatings, Inc.  
**CONTRACTOR:** 2322 Congress Ave.  
Clearwater, FL 33763

**VIA ARCHITECT:**  
P&R Pro Coatings, Inc. / P&R Pro Coatings,  
Inc. / Brixmor Property Group

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM ..... \$1,457,959.00
- 2. NET CHANGE BY CHANGE ORDERS ..... \$320,455.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$1,778,414.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$1,722,514.00
- 5. RETAINAGE:
  - a. 10.00 % of Completed Work (Column D + E on G703) ..... \$172,251.40
  - b. 0 % of Stored Material (Column F on G703) ..... \$0.00
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$172,251.40
- 6. TOTAL EARNED LESS RETAINAGE ..... \$1,550,262.60  
(Line 4 Less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$1,483,797.60  
(Line 6 from prior Certificate)
- 8. CURRENT PAYMENT DUE ..... \$66,465.00
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) ..... \$228,151.40

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

**CONTRACTOR:** *[Signature]* Date: 5/17/22  
By: *[Signature]*  
State of: Florida  
County of: Pinellas  
Subscribed and sworn to before me this 17th day of May 2022  
Notary Public: *[Signature]*  
My Commission expires: 4/21/25



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$66,465.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$320,455.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$320,455.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$320,455.00</b>

**ARCHITECT:** \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_

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

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User Notes: (389ADA5A)

# AIA® Document G703® - 1992

## Continuation Sheet

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization/Demobilization/GC	91,250.00	85,500.00	5,750.00	0.00	91,250.00	0.00	9,125.00	
2	Remove Coatings/Apply New	578,000.00	578,000.00	0.00	0.00	578,000.00	0.00	57,800.00	
3	R/R Existing control joints 5000LF	66,500.00	66,500.00	0.00	0.00	66,500.00	0.00	6,650.00	
4	R/R Expansion joints	202,344.00	202,344.00	0.00	0.00	202,344.00	0.00	20,234.40	
5	Concrete Spall Repairs 10CF	3,050.00	3,050.00	0.00	0.00	3,050.00	0.00	305.00	
6	Route/Seal Crack Repairs 1500LF	13,500.00	8,250.00	5,250.00	0.00	13,500.00	0.00	1,350.00	
7	Sloping 1000SF	15,500.00	15,500.00	0.00	0.00	15,500.00	0.00	1,550.00	
8	R/R Fire Rated Joints	75,765.00	75,765.00	0.00	0.00	75,765.00	0.00	7,576.50	
9	Apply Gemstone Topcoat	280,900.00	225,000.00	0.00	0.00	225,000.00	55,900.00	22,500.00	
10	R/R 1500SF of Concrete at Area 1	118,650.00	118,650.00	0.00	0.00	118,650.00	0.00	11,865.00	
11	CO#1 - Supply Dumpsters	12,500.00	11,500.00	1,000.00	0.00	12,500.00	0.00	1,250.00	
12	CO - Modify Control Joints due to Moisture	57,500.00	57,500.00	0.00	0.00	57,500.00	0.00	5,750.00	
13	CO - Regal Joint	36,750.00	35,750.00	1,000.00	0.00	36,750.00	0.00	3,675.00	
14	CO - Removal of Excess Epoxy	58,600.00	58,600.00	0.00	0.00	58,600.00	0.00	5,860.00	
15	CO - Application of Overlay per Neogard	142,250.00	81,400.00	60,850.00	0.00	142,250.00	0.00	14,225.00	
16	CO - 4" Joint	10,855.00	10,855.00	0.00	0.00	10,855.00	0.00	1,085.50	

APPLICATION NO: 010  
 APPLICATION DATE: May 17, 2022  
 PERIOD TO: May 17, 2022  
 ARCHITECT'S PROJECT NO: 584

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 Use Column I on Contracts where variable retainage for line items may apply.

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 User Notes: (389ADABB)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
17	Modification per EOR Specification (adding pins)	14,500.00	14,500.00	0.00	0.00	0.00	14,500.00	0.00	1,450.00
	Epoxy Crack Repairs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,778,414.00</b>	<b>\$1,648,664.00</b>	<b>\$73,850.00</b>	<b>\$0.00</b>	<b>\$1,722,514.00</b>	<b>\$55,900.00</b>	<b>\$172,251.40</b>	

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**Renovations  
& Pro Coatings**  
State Certified General Contractor



May 10, 2022

Matcon Construction Services, Inc.  
3023 N Florida Ave  
Tampa, FL 33603

**Re: Pointe Orlando Progress Payments and Intent to File Lien**

Dear Mr. Mateos,

As you are aware, P&R Pro Coatings, Inc. ("P&R") serves as a subcontractor to Matcon Construction Services, Inc. ("Matcon") for the Pointe Orlando Plaza Deck Restoration project located at 9101 International Drive, Orlando FL 32819. Following completion of each project milestone, P&R has timely submitted pay applications to Matcon for payment with the expectation that Matcon would make payment pursuant to the subcontract. However, P&R has submitted pay applications, as identified below, for which Matcon has failed to issue payment:

- i. Pay Application 7: \$297,351.12 submitted on February 25<sup>th</sup>, 2022
- ii. Pay Application 8: \$281,196.00 submitting on March 22<sup>nd</sup>, 2022
- iii. Pay Application 9: \$225,628.60 submitted on April 25<sup>th</sup>, 2022

For several weeks, P&R has inquired about the status of payment for pay applications 7 and 8, but to date, Matcon has failed or refused to issue the required payment. On Monday May 2, 2022, Jeff Bloch (Matcon Senior Financial Manager) and Marco Diaz (Matcon Project Manager), contacted P&R to request a decrease in the March pay application because of a purported failure by Matcon to submit proper payment requests to the property owner, Brixmor Property Group ("Brixmor"). As a courtesy, P&R offered to decrease the March pay application by \$22,000.00 with the following conditions:

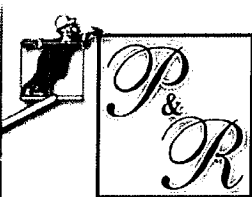
- a. The \$22,000.00 reduction was considered a loan to Matcon (the "Loan");
- b. The Loan would accrue interest, at a rate of 3%, compounded monthly;
- c. P&R's lien rights would be secured dating back to the original date of file; and
- d. The February and March payment, as referenced in i. and ii. Above (less the \$22,000.00 Loan) would be paid to P&R no later than Wednesday, May 4, 2022.

It is our understanding that Matcon received its latest installment payment from Brixmor on Monday, May 2, 2022. Yet, Matcon continues to fail or refuse to issue the required payments to P&R, either under the original subcontract or under the terms of the Loan described above.

Matcon is withholding these funds without permission and in breach of the terms of its agreements with P&R. Please immediately remit payment of the outstanding balances identified above to P&R or we will be forced to seek any and all remedies available under Florida law.

Regards,  
*Michael G Batz*  
Michael G Batz  
Vice President of Operations  
P&R Pro Coatings, Inc





**Renovations  
& Pro Coatings**  
State Certified General Contractor



NOTICE OF NON-PAYMENT

May 10, 2022

Matcon Construction

3023 N. Florida Ave.

Tampa, FL 33603

The undersigned claimant notifies you that:

1. Claimant has furnished materials and labor to perform Plaza Deck Renovations for the improvement of the real property identified as POINTE ORLANDO AKA 9101 INTERNATIONAL DRIVE ORLANDO, FL 32819 pursuant to a contract with MATCON CONSTRUCTION of 3023 N. Florida Ave. Tampa, FL 33603  
The corresponding amount UNPAID to date is \$804,172.90, of which \$80,417.29 is unpaid retainage
2. Claimant has been paid to date the amount of: \$679,624.70 for previously furnishing materials and labor to perform Plaza Deck Renovations
3. Claimant expects to furnish materials and labor to perform Plaza Deck Renovations for this improvement in the future and the corresponding amount expected to become due is \$294,616.40 including retainage.

I declare that I have read the foregoing Notice of Nonpayment and that the facts stated in it are true to the best of my knowledge and belief.

By: [Signature]  
 Print Name: Michael Batz  
 Title: VICE PRESIDENT  
 Date: 5/10/22

P&R PRO COATINGS, INC.  
 2322 CONGRESS AVE.  
 CLEARWATER, FL 33763

STATE OF FLORIDA  
 COUNTY OF Pinellas

The foregoing instrument was sworn to and subscribed before me this 10th day of May, 2022

By Michael Batz of P&R Pro Coatings Inc. and is personally known to me or produced identification.

Signature of Notary Public – State of Florida

[Signature]



**Holly A. Keelean**  
 Comm.: HH 120275  
 My Commission Expires:  
 April 21, 2025



Renovations & Pro Coatings  
State Certified General Contractor



NOTICE OF NON-PAYMENT

May 10, 2022

Pointe Orlando Development Co.  
500 E. Broward Blvd, Ste 1130  
Fort Lauderdale, FL 33394

The undersigned claimant notifies you that:

- 1. Claimant has furnished materials and labor to perform Plaza Deck Renovations for the improvement of the real property identified as POINTE ORLANDO AKA 9101 INTERNATIONAL DRIVE ORLANDO, FL 32819 pursuant to a contract with MATCON CONSTRUCTION of 3023 N. Florida Ave. Tampa, FL 33603.

The corresponding amount UNPAID to date is \$804,172.90, of which \$80,417.29 is unpaid retainage

- 2. Claimant has been paid to date the amount of: \$679,624.70 for previously furnishing materials and labor to perform Plaza Deck Renovations
- 3. Claimant expects to furnish materials and labor to perform Plaza Deck Renovations for this improvement in the future and the corresponding amount expected to become due is \$294,616.40 including retainage.

I declare that I have read the foregoing Notice of Nonpayment and that the facts stated in it are true to the best of my knowledge and belief.

By: [Signature]  
 Print Name: Michael Batz  
 Title: VICE PRESIDENT  
 Date: 5/10/22

P&R PRO COATINGS, INC.  
2322 CONGRESS AVE.  
CLEARWATER, FL 33763

STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was sworn to and subscribed before me this 10th day of May, 2022

By Michael Batz of P&R Pro Coatings Inc and is personally known to me or produced identification.

Signature of Notary Public - State of Florida  
[Signature]

 **Holly A. Keelean**  
 Comm.: HH 120275  
 My Commission Expires:  
 April 21, 2025

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL. UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR.

**Notice To Owner / Notice To Contractor \***

To: BRIXMOR PROPERTY GROUP  
POINTE ORLANDO DEVELOPMENT  
3440 PRESTON RIDGE ROAD  
SUITE 425  
ALPHARETTA, GA 30005

Notice #: 406634  
Date: 7/26/2021  
Certified #: 70202450000133254019

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:  
MATERIALS AND/OR LABOR  
for the improvement of the real property identified as:  
POINTE ORLANDO  
9101 INTERNATIONAL DRIVE, ORLANDO, FLORIDA  
LOT 1  
PLAZA INTERNATIONAL UNIT 11 SUBDIVISION  
PLAT BOOK 28 PAGE 5  
PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

Under an order given by: MATCON CONSTRUCTION SERVICES INC  
3023 NORTH FLORIDA AVENUE, TAMPA, FL 33603

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06, Florida Statutes.

**IMPORTANT INFORMATION FOR YOUR PROTECTION**

Under Florida's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

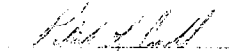
**PROTECT YOURSELF:**

-RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

-LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Any Demand served Pursuant to F.S. 713.16 must be served on the lienor at the address set forth below.

\*If the project is bonded under sections 713.23, 713.245, 255.05, 337.18 Florida Statutes or 40 U.S.C. this Notice shall serve as a preliminary Notice to Contractor and the firm sending this Notice will look to the bond (Surety Co.) for protection if not paid. If a payment bond exists, furnish a copy to the undersigned or provide name and address of bonding company. Failure to provide this information may render you liable for damages.

By:   
Patrick Carroll, Vice President

Agent for: P & R RENOVATIONS AND  
(Lienor) PRO COATINGS INC  
2078 WEAVER PARK DRIVE  
CLEARWATER, FL 33765

Copies to: **Notice to Owner of Florida, Inc.**

1: 70202450000133254026  
POINTE ORLANDO DEVELOPMENT  
COMPANY  
C/O THOMSON REUTERS INC  
PO BOX 4900  
SCOTTSDALE, AZ 85261

2: 70202450000133254033  
POINTE ORLANDO DEVELOPMENT  
COMPANY  
BRIXMOR PROPERTY GROUP  
9101 INTERNATIONAL DRIVE  
SUITE 1120  
ORLANDO, FL 32819

Prepared By: NOTICE TO OWNER OF FLORIDA, INC.

"Serving the construction industry statewide for over 29 years." Visit us at [www.NTOFlorida.com](http://www.NTOFlorida.com)  
378 Center Pointe Circle, Suite 1280, Altamonte Springs, Florida 32701. Phone: (407) 834-9288 (800) 723-9288

P & R RENOVATIONS AND  
PRO COATINGS INC  
2078 WEAVER PARK DRIVE  
CLEARWATER, FL 33765



# AIA Document G702® - 1992

## Application and Certificate for Payment

**TO OWNER:** Matcon Construction Services  
3023 N. Florida Ave.  
Tampa, FL 33603

**PROJECT:** Pointe Orlando Parking Deck Coatings  
Orlando, FL

**APPLICATION NO:** 007

**PERIOD TO:** February 28, 2022

**DISTRIBUTION TO:**  
OWNER:  ARCHITECT:   
CONTRACTOR:  FIELD:   
OTHER:

**FROM:** P&R Pro Coatings  
Clearwater, FL 33765

**VIA ARCHITECT:**

**CONTRACTOR:** 2322 Congress Ave.  
Inc. / Brixmor Property Group

**CONTRACT FOR:** General Construction

**CONTRACT DATE:**

**PROJECT NOS:** / P&R Pro Coatings,  
Inc. / Brixmor Property Group

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$1,457,959.00
2. NET CHANGE BY CHANGE ORDERS ..... \$320,455.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$1,778,414.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$1,085,528.69

**5. RETAINAGE:**

- a. 10.00 % of Completed Work  
(Column D + E on G703) ..... \$108,552.87
- b. 0 % of Stored Material  
(Column F on G703) ..... \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$108,552.87

**6. TOTAL EARNED LESS RETAINAGE** ..... \$976,975.82  
(Line 4 Less Line 5 Total)

**7. LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... \$679,624.70  
(Line 6 from prior Certificate)

**8. CURRENT PAYMENT DUE** ..... \$297,351.12

**9. BALANCE TO FINISH, INCLUDING RETAINAGE**

(Line 3 less Line 6) ..... \$801,438.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$320,455.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$320,455.00</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>		<b>\$320,455.00</b>

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

**CONTRACTOR:**   
By: \_\_\_\_\_ Date: 2/28/22

County of: PINEHILLS  
State of FL

Notary Public:   
Subscribed and sworn to before me this 28th day of February 2022

Holly A. Keelean  
Comm: HH 120275  
My Commission Expires:  
April 21, 2025

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$297,351.12  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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User Notes: (389ADA4D)

# AIA Document G703<sup>®</sup> - 1992

## Continuation Sheet

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)		
1	Mobilization/Demobilization/GC	91,250.00	66,000.00	3,500.00	0.00	69,500.00	76.16%	21,750.00	6,950.00	
2	Remove Coatings/Apply New	578,000.00	353,929.69	10,500.00	0.00	364,429.69	63.05%	213,570.31	36,442.97	
3	R/R Existing control joints 5000LF	66,500.00	55,400.00	11,100.00	0.00	66,500.00	100.00%	0.00	6,650.00	
4	R/R Expansion joints Concrete Spall Repairs 10CF	202,344.00	95,939.87	106,404.13	0.00	202,344.00	100.00%	0.00	20,234.40	
5	Route/Seal Crack Repairs 1500LF	3,050.00	3,050.00	0.00	0.00	3,050.00	100.00%	0.00	305.00	
6	Repairs 1500LF	13,500.00	4,500.00	0.00	0.00	4,500.00	33.33%	9,000.00	450.00	
7	Sloping 1000SF	15,500.00	310.00	775.00	0.00	1,085.00	7.00%	14,415.00	108.50	
8	R/R Fire Rated Joints Apply Gemstone Topcoat	75,765.00	51,359.00	24,406.00	0.00	75,765.00	100.00%	0.00	7,576.50	
9	R/R 1500SF of Concrete at Area I	280,900.00	0.00	85,000.00	0.00	85,000.00	30.26%	195,900.00	8,500.00	
10	CO#1 - Supply Dumpsters	118,650.00	118,650.00	0.00	0.00	118,650.00	100.00%	0.00	11,865.00	
11	CO - Modify Control Joints due to Moisture	12,500.00	6,000.00	1,500.00	0.00	7,500.00	60.00%	5,000.00	750.00	
12	CO - Regal Joint	57,500.00	0.00	10,250.00	0.00	10,250.00	17.83%	47,250.00	1,025.00	
13	CO - Removal of Excess Epoxy	36,750.00	0.00	0.00	0.00	0.00	0.00%	36,750.00	0.00	
14	CO - Application of Overlay per Neogard	58,600.00	0.00	58,600.00	0.00	58,600.00	100.00%	0.00	5,860.00	
15	CO - 4" Joint	142,250.00	0.00	7,500.00	0.00	7,500.00	5.27%	134,750.00	750.00	
16		10,855.00	0.00	10,855.00	0.00	10,855.00	100.00%	0.00	1,085.50	

APPLICATION NO: 007  
 APPLICATION DATE: February 25, 2022  
 PERIOD TO: February 28, 2022  
 ARCHITECT'S PROJECT NO: 584

AIA Document G702<sup>®</sup>, Application and Certification for Payment, or G732<sup>™</sup>, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
 Use Column I on Contracts where variable retainage for line items may apply.

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 User Notes: (369ADAAB)

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G÷C)		
	Modification per EOR Specification (adding pins)									
17	CO - Gravity Feed Epoxy Crack Repairs	14,500.00	0.00	0.00	0.00	0.00	0.00	0.00%	14,500.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,778,414.00</b>	<b>\$755,138.56</b>	<b>\$330,390.13</b>	<b>\$0.00</b>	<b>\$1,085,528.69</b>	<b>\$692,885.31</b>	<b>61.04%</b>	<b>\$108,552.87</b>	<b>0.00</b>

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 User Notes: (389ADAAB)

**EXHIBIT B-3**

**SUBCONTRACTOR / SUPPLIER LIEN WAIVER (INTERIM)**  
(To be submitted with each application for payment)

OWNER: Brixmor Property Group

CONTRACTOR: Matcon Construction Services, Inc.

PROPERTY: 9101 International Drive, Orlando, FL 32819

PROJECT: Pointe Orlando Parking Deck Coatings

DESCRIPTION OF WORK OR MATERIALS PROVIDED: Waterproofing

Name of SUBCONTRACTOR AND/OR SUPPLIER:	<u>P&amp;R Pro Coatings Inc.</u>
Current Subcontract Sum:	\$ <u>1,778,414.00</u>
Total Amount Previously Paid:	\$ <u>679,624.70</u>
Amount Invoiced this Application # 7	\$ <u>297,351.12</u>
Balance Due:	\$ <u>801,438.18</u>


In consideration of all past payments received from the Contractor or Subcontractor in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as Previously Paid for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights to lien whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment previously furnished and paid for as shown above.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this 25th day of February, 2022.

[Signature] MICHAEL RATZ V.P 2/25/22  
SUBCONTRACTOR / SUPPLIER RELEASING LIEN (Signature) (Printed name and title) (Date)

Subscribed and sworn to before me this 25th day of February, 2022.

Notary's Stamp  Holly A. Keelean  
Comm.: HH 120275  
My Commission Expires: April 21, 2025  
Notary's Signature [Signature]

Submitted with General Contractor's Payment Application No 7.

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, has been paid the sum of \$297,351.12, and hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 2.28.22 to **Matcon Construction Services, Inc.** on the job of **Brixmor Development Group /Pointe Orlando Development Group** to the following described property:

**Pointe Orlando  
9101 International Drive  
Orlando, FL 32819**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 3-30-2022

P&R Pro Coatings Inc.

By: [Signature]

Title: VICE PRESIDENT

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 30th day March 20 22 by Michael Batz of P&R Pro Coatings on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary's Signature: [Signature]  
Print Name: Holly A. Keelean  
Commission No.: 04/21/2025  
HH 120275



Holly A. Keelean  
Comm.: HH 120275  
My Commission Expires:  
April 21, 2025

*Note: This is the form of partial lien release set forth in Section 713.20(4), Florida Statutes.*



**EXHIBIT B-3**

**SUBCONTRACTOR / SUPPLIER LIEN WAIVER (INTERIM)**  
(To be submitted with each application for payment)

OWNER: Brixmor Property Group

CONTRACTOR: Matcon Construction Services, Inc.

PROPERTY: 9101 International Drive, Orlando, FL 32819

PROJECT: Pointe Orlando Parking Deck Coatings

DESCRIPTION OF WORK OR MATERIALS PROVIDED: Waterproofing

Name of SUBCONTRACTOR AND/OR SUPPLIER:	<u>P&amp;R Pro Coatings Inc.</u>
Current Subcontract Sum:	\$ <u>1,778,414.00</u>
Total Amount Previously Paid:	\$ <u>976,975.82</u>
Amount Invoiced this Application # 8	\$ <u>261,396.00</u>
Balance Due:	\$ <u>558,747.12</u>


In consideration of all past payments received from the Contractor or Subcontractor in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as Previously Paid for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights to lien whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment previously furnished and paid for as shown above.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this 3rd day of May, 2022.

[Signature] Michael Batz 5/3/22  
 SUBCONTRACTOR / SUPPLIER RELEASING LIEN (Signature) (Printed name and title) (Date)

Subscribed and sworn to before me this 3rd day of May, 2022

Notary's Stamp  Holly A. Keelean  
 My Commission Expires: April 21, 2025  
 (Notary's name, county, and date commission expires)

Notary's Signature [Signature]

Submitted with General Contractor's Payment Application No 8.

# AIA Document G702<sup>®</sup> - 1992

## Application and Certificate for Payment

**TO OWNER:** Matcon Construction Services  
3023 N. Florida Ave.  
Tampa, FL 33603

**PROJECT:** Pointe Orlando Parking Deck Coatings  
Orlando, FL

**APPLICATION NO:** 008  
**PERIOD TO:** March 31, 2022

**FROM:** P&R Pro Coatings, Inc.  
2322 Congress Ave.  
Clearwater, FL 33765

**VIA ARCHITECT:**

**CONTRACTOR:** P&R Pro Coatings, Inc. / Brixmor Property Group

**Distribution to:**  
OWNER:  ARCHITECT:   
CONTRACTOR:  FIELD:   
OTHER:

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$1,457,959.00
2. NET CHANGE BY CHANGE ORDERS ..... \$320,455.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$1,778,414.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$1,375,968.69
5. RETAINAGE:
  - a. 10.00 % of Completed Work (Column D + E on G703) ..... \$137,596.87
  - b. 0 % of Stored Material (Column F on G703) ..... \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$137,596.87
6. TOTAL EARNED LESS RETAINAGE ..... \$1,238,371.82  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$976,975.82  
(Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE ..... \$261,396.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$540,042.18  
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$320,455.00	\$0.00
Total approved this Month	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$320,455.00</b>	<b>\$0.00</b>
NET CHANGES by Change Order		\$320,455.00

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

**CONTRACTOR:** *[Signature]* Date: 5/3/22  
By: *[Signature]*  
State of Florida  
County of: Piñellas  
Subscribed and sworn to before me this 3rd day of May 2022

Notary Public *[Signature]*  
My Commission expires: 4/21/25

**Holly A. Keelean**  
Comm.: HH 120275  
My Commission Expires:  
April 21, 2025



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$261,396.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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User Notes: (389ADA5D)

# AIA Document G703<sup>®</sup> - 1992

## Continuation Sheet

A		B		C		D		E		F		G		H		I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G+C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)	APPLICATION NO:		ARCHITECT'S PROJECT NO:				
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							008	584	March 22, 2022	March 31, 2022	584		
1	Mobilization/Demobilization/GC	91,250.00	69,500.00	0.00	0.00	0.00	69,500.00	76.16%	21,750.00		008	584	March 22, 2022	March 31, 2022			
2	Remove Coatings/Apply New	578,000.00	364,429.69	96,790.00	0.00	0.00	461,219.69	79.80%	116,780.31	46,121.97							
3	R/R Existing control joints 5000LF	66,500.00	66,500.00	0.00	0.00	0.00	66,500.00	100.00%	0.00	6,650.00						6,650.00	
4	R/R Expansion joints	202,344.00	202,344.00	0.00	0.00	0.00	202,344.00	100.00%	0.00	20,234.40						20,234.40	
5	Concrete Spall Repairs 10CF	3,050.00	3,050.00	0.00	0.00	0.00	3,050.00	100.00%	0.00	305.00						305.00	
6	Route/Seal Crack Repairs 1500LF	13,500.00	4,500.00	2,250.00	0.00	0.00	6,750.00	50.00%	6,750.00	675.00						675.00	
7	Sloping 1000SF	15,500.00	1,085.00	0.00	0.00	0.00	1,085.00	7.00%	14,415.00	108.50						108.50	
8	R/R Fire Rated Joints	75,765.00	75,765.00	0.00	0.00	0.00	75,765.00	100.00%	0.00	7,576.50						7,576.50	
9	Apply Gemstone Topcoat	280,900.00	85,000.00	65,000.00	0.00	0.00	150,000.00	53.40%	130,900.00	15,000.00						15,000.00	
10	R/R 1500SF of Concrete at Area 1	118,650.00	118,650.00	0.00	0.00	0.00	118,650.00	100.00%	0.00	11,865.00						11,865.00	
11	CO#1 - Supply Dumpsters	12,500.00	7,500.00	2,500.00	0.00	0.00	10,000.00	80.00%	2,500.00	1,000.00						1,000.00	
12	CO - Modify Control Joints due to Moisture	57,500.00	10,250.00	47,250.00	0.00	0.00	57,500.00	100.00%	0.00	5,750.00						5,750.00	
13	CO - Regal Joint	36,750.00	0.00	33,250.00	0.00	0.00	33,250.00	90.48%	3,500.00	3,325.00						3,325.00	
14	CO - Removal of Excess Epoxy	58,600.00	58,600.00	0.00	0.00	0.00	58,600.00	100.00%	0.00	5,860.00						5,860.00	
15	CO - Application of Overlay per Neogard	142,250.00	7,500.00	28,900.00	0.00	0.00	36,400.00	25.59%	105,850.00	3,640.00						3,640.00	
16	CO - 4" Joint	10,855.00	10,855.00	0.00	0.00	0.00	10,855.00	100.00%	0.00	1,085.50						1,085.50	

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A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Modification per EOR Specification (adding pins)								
17	CO - Gravity Feed Epoxy Crack Repairs	14,500.00	0.00	14,500.00	0.00	0.00	14,500.00	0.00	1,450.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,778,414.00</b>	<b>\$1,085,528.69</b>	<b>\$290,440.00</b>	<b>\$0.00</b>	<b>\$1,375,968.69</b>	<b>\$402,445.31</b>	<b>\$137,596.87</b>	
								<b>77.37%</b>	

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User Notes:

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, has been paid the sum of **\$261,396.00** and hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 03.31.22 to **Matcon Construction Services, Inc.** on the job of **Brixmor Development Group /Pointe Orlando Development Group** to the following described property:

**Pointe Orlando  
9101 International Drive  
Orlando, FL 32819**

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 5/3/2022

**P&R PRO COATINGS INC.**

By: [Signature]  
Title: Vice President

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 3rd day May 20 22 by Michael Batz of P&R Pro Coatings on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary's Signature: [Signature]  
Print Name: Holly A. Keelean  
Commission No.: HH 120275



**Holly A. Keelean**  
Comm.: HH 120275  
My Commission Expires:  
**April 21, 2025**

*Note: This is the form of partial lien release set forth in Section 713.20(4), Florida Statutes.*

**EXHIBIT B-3**

**SUBCONTRACTOR / SUPPLIER LIEN WAIVER (INTERIM)**  
(To be submitted with each application for payment)

OWNER: Brixmor Property Group

CONTRACTOR: Matcon Construction Services, Inc.

PROPERTY: 9101 International Drive, Orlando, FL 32819

PROJECT: Pointe Orlando Parking Deck Coatings

DESCRIPTION OF WORK OR MATERIALS PROVIDED: Waterproofing

Name of SUBCONTRACTOR AND/OR SUPPLIER:	<u>P&amp;R Pro Coatings Inc.</u>
Current Subcontract Sum:	\$ <u>1,778,414.00</u>
Total Amount Previously Paid:	\$ <u>1,238,371.82</u>
Amount Invoiced this Application # <u>9</u>	\$ <u>245,425.78</u>
Balance Due:	\$ <u>804,172.90</u>

In consideration of all past payments received from the Contractor or Subcontractor in connection with the Project, the undersigned acknowledges and agrees that it has been paid all sums shown above as Previously Paid for labor, materials and/or equipment furnished by the undersigned to or in connection with the Project and the undersigned hereby releases, discharges, relinquishes and waives any and all liens, claims or rights to lien whatsoever with respect to the Owner, and the Property on account of any labor, materials and/or equipment previously furnished and paid for as shown above.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the undersigned, empowered and authorized to execute and deliver this document on behalf of the undersigned and that this document shall be binding upon the undersigned.

Signed under the penalties of perjury as of this 3rd day of May, 2022

[Signature]  
SUBCONTRACTOR / SUPPLIER RELEASING LIEN (Signature) Michael Batz 5/3/22  
(Printed name and title) (Date)

Subscribed and sworn to before me this 3rd day of May, 2022

  
Notary's Stamp  
Holly A. Keelan  
Comm. #HH 120275  
My Commission Expires: April 21, 2025  
(Notary's name, county, and date commission expires)

[Signature]  
Notary's Signature

Submitted with General Contractor's Payment Application No 91

# AIA Document G702® - 1992

## Application and Certificate for Payment

<b>TO OWNER:</b> Matcon Construction Services 3023 N. Florida Ave. Tampa, FL 33603	<b>PROJECT:</b> Pointe Orlando Parking Deck Coatings Orlando, FL	<b>APPLICATION NO:</b> 009	<b>Distribution to:</b>
<b>FROM</b> P&R Pro Coatings, Inc.	<b>VIA</b>	<b>PERIOD TO:</b> April 30, 2022	<b>OWNER:</b> <input type="checkbox"/>
<b>CONTRACTOR:</b> 2322 Congress Ave. Clearwater, FL 33765	<b>ARCHITECT:</b>	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT:</b> <input type="checkbox"/>
		<b>CONTRACT DATE:</b>	<b>CONTRACTOR:</b> <input type="checkbox"/>
		<b>PROJECT NOS:</b> / P&R Pro Coatings, Inc. / Brixmor Property Group	<b>FIELD:</b> <input type="checkbox"/>
			<b>OTHER:</b> <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$1,457,959.00
2. NET CHANGE BY CHANGE ORDERS	\$320,455.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$1,778,414.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$1,648,664.00
5. RETAINAGE:	
a. 10.00 % of Completed Work (Column D + E on G703)	\$164,866.40
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$164,866.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$1,483,797.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,238,371.82
8. CURRENT PAYMENT DUE	\$245,425.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$294,616.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$320,455.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$320,455.00	\$0.00
NET CHANGES by Change Order		\$320,455.00

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

**CONTRACTOR:** \_\_\_\_\_  
 By: [Signature] Date: 5/5/22  
 State of Florida  
 County of: Piñellas  
 Subscribed and sworn to before  
 me this 5th day of May 2022  
 Notary Public: [Signature]  
 My Commission expires: 4/21/25



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$245,425.78  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_

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

 **AIA** Document G703® – 1992

**Continuation Sheet**

AIA Document G702®, Application and Certification for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 009  
APPLICATION DATE: April 26, 2022  
PERIOD TO: April 30, 2022  
ARCHITECT'S PROJECT NO: 584

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G+C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization/Demobilization/GC	91,250.00	69,500.00	16,000.00	0.00	85,500.00	93.70%	5,750.00	8,550.00
2	Remove Coatings/Apply New	578,000.00	461,219.69	116,780.31	0.00	578,000.00	100.00%	0.00	57,800.00
3	R/R Existing control joints 500LF	66,500.00	66,500.00	0.00	0.00	66,500.00	100.00%	0.00	6,650.00
4	R/R Expansion joints	202,344.00	202,344.00	0.00	0.00	202,344.00	100.00%	0.00	20,234.40
5	Concrete Spall Repairs 10CF	3,050.00	3,050.00	0.00	0.00	3,050.00	100.00%	0.00	305.00
6	Route/Seal Crack Repairs 1500LF	13,500.00	6,750.00	1,500.00	0.00	8,250.00	61.11%	5,250.00	825.00
7	Sloping 1000SF	15,500.00	1,085.00	14,415.00	0.00	15,500.00	100.00%	0.00	1,550.00
8	R/R Fire Rated Joints	75,765.00	75,765.00	0.00	0.00	75,765.00	100.00%	0.00	7,576.50
9	Apply Gemstone Topcoat	280,900.00	150,000.00	75,000.00	0.00	225,000.00	80.10%	55,900.00	22,500.00
10	R/R 1500SF of Concrete at Area 1	118,650.00	118,650.00	0.00	0.00	118,650.00	100.00%	0.00	11,865.00
11	CO#1 - Supply Dumpsters	12,500.00	10,000.00	1,500.00	0.00	11,500.00	92.00%	1,000.00	1,150.00
12	CO - Modify Control Joints due to Moisture	57,500.00	57,500.00	0.00	0.00	57,500.00	100.00%	0.00	5,750.00
13	CO - Regal Joint	36,750.00	33,250.00	2,500.00	0.00	35,750.00	97.28%	1,000.00	3,575.00
14	CO - Removal of Excess Epoxy	58,600.00	58,600.00	0.00	0.00	58,600.00	100.00%	0.00	5,860.00
15	CO - Application of Overlay per Neogard	142,250.00	36,400.00	45,000.00	0.00	81,400.00	57.22%	60,850.00	8,140.00
16	CO - 4" Joint	10,855.00	10,855.00	0.00	0.00	10,855.00	100.00%	0.00	1,085.50

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User Notes: (389ADAB4)



A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G+C)			
	Modification per EOR Specification (adding pins)								
17	CO - Gravity Feed Epoxy Crack Repairs	14,500.00	14,500.00	0.00	0.00	14,500.00	100.00%	0.00	1,450.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	<b>GRAND TOTAL</b>	<b>\$1,778,414.00</b>	<b>\$1,375,968.69</b>	<b>\$272,695.31</b>	<b>\$0.00</b>	<b>\$1,648,664.00</b>	<b>92.70%</b>	<b>\$129,750.00</b>	<b>\$164,866.40</b>

**WAIVER AND RELEASE OF LIEN  
UPON PROGRESS PAYMENT**

The undersigned lienor, has been paid the sum of \$245,425.78 , and hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through 04.30.22 to **Matcon Construction Services, Inc.** on the job of **Brixmor Development Group /Pointe Orlando Development Group** to the following described property:

**Pointe Orlando**  
9101 International Drive  
Orlando, FL 32819

This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

DATED on 5/3/2022

**P&R PRO COATINGS INC.**

By: [Signature]  
Title: Vice President

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 2nd day May, 2022 by Michael Bantz of P&R Pro Coatings Inc. on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Notary's Signature: [Signature]  
Print Name: Holly A. Keelean  
Commission No.: HH 120275



*Note: This is the form of partial lien release set forth in Section 713.20(4), Florida Statutes.*