

RETURN DATE: AUGUST 25, 2026	:	SUPERIOR COURT
	:	
MOSAIC CONSTRUCTION, LLC	:	JUDICIAL DISTRICT OF
	:	BRIDGEPORT
	:	
v.	:	AT BRIDGEPORT
	:	
SLH CONNECTICUT, LLC,	:	
ET AL.	:	JULY 27, 2026

COMPLAINT

The Plaintiff, Mosaic Construction, LLC (“Mosaic”), by and through its undersigned counsel, hereby alleges as follows:

FIRST COUNT: Foreclosure of Mechanic’s Lien

1. Mosaic is an Illinois limited liability company with a principal place of business located at 5500 Pearl Street, Suite 250, Rosemont, Illinois, 60018.

2. Upon information and belief, defendant SLH Connecticut, LLC (“SLH”) is a Connecticut limited liability company with a principal place of business at 305 Hathaway Drive, Stratford, Connecticut 06615 (the “Premises”).

3. Upon information and belief, defendant SLH is the record title owner of the real estate located at the Premises and described as follows:

ALL THAT CERTAIN piece or parcel of land situated in the Town of Stratford, County of Fairfield and State of Connecticut being shown and designated as Parcel 1 as depicted on a survey map entitled “Parcel Lot Line Revision prepared for Woodend Partners, LLC 80 Hathaway Drive, Stratford, Connecticut December 2, 2004” Scale 1 inch = 40 feet prepared by Hammons, LLC which map is on file in the Office of the Stratford Town Clerk as Map No. 3376.

4. On or about August 27, 2024, Mosaic entered into a written construction agreement with SLH (the “Construction Agreement”), whereby Mosaic agreed to serve as a general contractor and furnish certain labor, materials, equipment, and services to the Premises

for the construction of a cannabis cultivation and manufacturing facility (the “Project”). A copy of the Construction Agreement (without exhibits) is attached hereto as Exhibit A.

5. At the request of SLH, Mosaic commenced providing labor, materials, equipment, and services to the Project pursuant to the Construction Agreement on September 6, 2024, and, at all times material hereto, performed all of its duties and obligations under the Construction Agreement. Additionally, Mosaic provided labor, materials, equipment, and services to the Project in the furtherance of completion of multiple change orders (the “Change Orders”) at the request and direction of SLH, and with the agreement of SLH.

6. Over the next year, Mosaic continued to perform all of its duties and obligations under the Agreement, and it continued to provide labor, materials, equipment, and services to the Project in the furtherance of completion of the Change Orders at the request and direction and with the agreement of SLH.

7. On October 15, 2025, Mosaic submitted an invoice to SLH in the amount of Nine Hundred Twenty Thousand and Fifteen Dollars and 01/100 (\$920,015.01) for the labor, materials, equipment, and services that Mosaic provided to the Project during the month of September 2025 (the “September Invoice”). Payment in accordance with this invoice was due November 14, 2025.

8. On November 7, 2025, SLH paid \$12,405.55 toward the balance of the September Invoice. After SLH made this payment, the remaining balance of the September Invoice was Nine Hundred Seven Thousand Six Hundred and Nine Dollars and 46/100 (\$907,609.46).

9. On November 13, 2025, Mosaic submitted an invoice to SLH in the amount of Five Hundred Eighty Thousand Three Hundred Eighty-Three Dollars and 08/100

(\$580,383.08) for the labor, materials, equipment, and services that Mosaic provided to the Project during the month of October 2025 (the "October Invoice"). Payment in accordance with this invoice was due December 13, 2025.

10. By November 14, 2025, SLH had not made any additional payments toward the balance of the September Invoice. Consequently, interest began to accrue on the remaining balance of the September Invoice on November 15, 2025, at a rate of 1.5% per month.

11. On November 18, 2025, One Thousand Seven Hundred Eighty-Nine Dollars and 45/100 (\$1,789.45) in interest had accrued for the September Invoice, rendering SLH's outstanding amount due Nine Hundred and Nine Thousand Three Hundred Ninety-Eight Dollars and 91/100 (\$909,398.91). SLH then paid \$200,000.00 toward this outstanding amount. As such, upon SLH making this payment on November 18, 2025, the remaining balance due for the September Invoice was Seven Hundred and Nine Thousand Three Hundred Ninety-Eight Dollars and 91/100 (\$709,398.91).

12. As of November 30, 2025, the balance for Mosaic to finish the remaining work on the Project was Eight Hundred Fifty-Three Thousand Eight Hundred Forty-Two Dollars and 81/100 (\$853,842.81).

13. On December 4, 2025, having not been paid for over \$1 million in work that it had performed since September 2025, Mosaic ceased work on the Project.

14. By December 13, 2025, SLH had not made any payments toward the balance of the October Invoice. Consequently, interest began to accrue on the balance of the October Invoice on December 14, 2025, at a rate of 1.5% per month.

15. On December 15, 2025, Mosaic submitted an invoice to SLH in the amount of Three Hundred Ninety-Three Thousand Nine Hundred Fifty Dollars and 42/100 (\$393,950.42)

for the labor, materials, equipment, and services that Mosaic provided to the Project during the month of November 2025 (the "November Invoice"). Payment in accordance with this invoice was due January 14, 2026.

16. By December 18, 2025, SLH had not made any additional payments on the September Invoice, and SLH still had not made any payments at all on the October Invoice. As such, as of December 18, 2025, the remaining balance of the September Invoice, inclusive of interest, was Seven Hundred Nineteen Thousand Eight Hundred Ninety-Seven Dollars and 14/100 (\$719,897.14), and the balance of the October Invoice, inclusive of interest, was Five Hundred Eighty-One Thousand Eight Hundred Fourteen Dollars and 26/100 (\$581,814.26).

17. On December 19, 2025, the interest for the September Invoice began to accrue at Three Hundred Forty-Nine Dollars and 89/100 (\$349.89) per day, and the interest for the October Invoice began to accrue at Two Hundred Eighty-Six Dollars and 24/100 (\$286.24) per day.

18. On December 23, 2025, Mosaic informed SLH via email that the then-current amount owed to Mosaic for the labor, materials, equipment, and services that it furnished to the Project was Two Million Three Hundred Sixty-Three Thousand Seven Hundred Ninety-Nine Dollars and 52/100 (\$2,363,799.52), based on the following calculation:

• September Invoice principal balance:	\$709,398.91	
		+
• October Invoice principal balance:	\$580,383.08	
		+
• Total interest through 12/23/25:	\$16,263.38	
		+

- Total outstanding Change Orders: \$203,911.34

+

- Balance to complete the Project: \$853,842.81

Total amount owed through 12/23/25: \$2,363,799.52

19. By January 15, 2026, SLH had not made any payments towards the above total amount owed, nor had it made any payments toward the November Invoice. As a result, the total interest accrued for both the September Invoice and the October Invoice as of January 15, 2026, was a combined Thirty-One Thousand Two Hundred Forty-Two Dollars and 75/100 (\$31,242.75), and interest began to accrue on the balance of the November Invoice at a rate of 1.5% per month.

20. On January 16, 2026, Mosaic submitted an invoice to SLH in the amount of Three Hundred Fifty-Four Thousand Four Hundred Eighty-Two and 96/100 (\$354,482.96) for the labor, materials, equipment, and services that Mosaic provided to the Project during the month of December 2025 (the "December Invoice").¹ Payment in accordance with this invoice was due on February 15, 2026.

21. By February 27, 2026, Mosaic had not received any additional payments from SLH. As of this date, the value of labor, materials, equipment, and services that Mosaic furnished to the Project, together with interest and attorney's fees, was Two Million Four Hundred and Eight Thousand Nine Hundred and Sixty-Four Dollars and 75/100 (\$2,408,964.75).

¹ The total amount due for the December Invoice included an outstanding principal amount of Three Hundred Twenty-Three Thousand Two Hundred Forty and 21/100 (\$323,240.21) plus the above-described \$31,242.75 in total interest that had accrued for both the September Invoice and the October Invoice to date.

22. Despite repeated requests and demands by Mosaic, SLH has failed and refused to pay Mosaic in full for the labor, materials, equipment, and services provided by Mosaic for the Project.

23. Thus, on March 2, 2026, within ninety (90) days from the time that Mosaic ceased to furnish labor, materials, equipment, and services to the Project, Mosaic duly recorded a Certificate of Mechanic's Lien on the land records for the Town of Stratford, Connecticut, at Volume 5021, Page 29 against the Premises and the building and appurtenances standing thereon in the amount of Two Million Four Hundred and Eight Thousand Nine Hundred and Sixty-Four Dollars and 75/100 (\$2,408,964.75), and this Certificate of Mechanic's Lien was duly served on SLH as required by statute. A true and accurate copy of the Certificate of Mechanic's Lien is attached hereto as Exhibit B (the "Mosaic Lien").

24. The following liens or encumbrances claim to have an interest in the Premises that is prior in right to Mosaic's mechanic's lien:

- a. Taxes on the List of 10/1/24 1st half due 7/1/25 \$83,287.93, paid.
2nd half due 1/1/26 \$83,287.93, paid.
- b. Taxes on the List of 10/1/25 due and payable 7/1/26 and 1/1/27.
- c. Sewer use charges on the List of 10/1/24 1st half due 7/1/25 \$284.50, paid.
2nd half due 1/1/26 \$284.50, paid.
- d. Possible unpaid sewer and water use charges.
- e. Rights of tenants or parties in possession.
- f. (1) Fee and Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from SLH Connecticut LLC and Shangria-La Farms CT Corp., to Rainbow Stratford CT IV, LLC, in the amount of \$6,000,000 dated April 30, 2025 and recorded on May 5, 2025 in Volume 4943 at Page 132 of the Stratford Land Records.

(2) Assignment of Mortgage to Rainbow Credit Holding Company LLC, dated December 18, 2025 and recorded on January 7, 2026 in Volume 5009 at Page 139 of the Stratford Land Records.

(3) Assignment of Leases and Rents from SLH Connecticut LLC and Shangri-La Farms CT Corp., to Rainbow Stratford CT IV, LLC, dated April 30, 2025 and recorded on May 5, 2025 in Volume 4943 at Page 157 of the Stratford Land Records.

(4) Assignment of Assignment of Leases and Rents to Rainbow Credit Holding Company LLC, dated December 18, 2025 and recorded on January 7, 2026 in Volume 5009 at Page 211 of the Stratford Land Records.

(5) UCC Financing Statement in favor of Rainbow Stratford CT IV, LLC, recorded on May 15, 2025 in Volume 4945 at Page 254 of the Stratford Land Records.

(6) UCC Financing Statement Amendment regarding Rainbow Credit Holding Company LLC, recorded on December 19, 2025 in Volume 5005 at Page 7 of the Stratford Land Records.

(7) Collateral Assignment of Fee and Leasehold Mortgage, Assignment of Leases and Rents and other loan documents to Needham Bank dated December 2025 and recorded on January 7, 2026 in Volume 5009 at Page 237 of the Stratford Land Records.

- g. Notice of Zoning Approval dated August 16, 2005 and recorded in Volume 2710 at Page 296 of the Stratford Land Records.
- h. Restrictions and conditions as set forth in a deed from Woodend Partners, LLC, to Hathaway Properties, LLC, dated September 15, 2005 and recorded in Volume 2724 at Page 85 of the Stratford Land Records.
- i. Notice of Zoning Approval dated January 22, 2008 and recorded in Volume 3167 at Page 275 of the Stratford Land Records.
- j. Notice of Zoning Approval dated March 8, 2010 and recorded in Volume 3368 at Page 186 of the Stratford Land Records.
- k. (1) Consent Order #WSWDH14007 dated December 4, 2014 and recorded in Volume 3850 at Page 291 of the Stratford Land Records.

(2) Certificate of Compliance for Consent Order dated November 8, 2016 in Volume 4026 at Page 185 of the Stratford Land Records.

- l. Amended Notice from the Zoning Commission dated August 22, 2023 and recorded in Volume 4809 at Page 61 of the Stratford Land Records.
- m. Amended Notice from the Zoning Commission dated August 22, 2023 and recorded in Volume 4809 at Page 63 of the Stratford Land Records.
- n. Memorandum of Lease by and between SLH Connecticut LLC and Shangri-La Farms CT Corp., dated April 30, 2025 and recorded on May 5, 2025 in Volume 4943 at Page 123 of the Stratford Land Records.
- o. Utility Easement from SLH Connecticut LLC to the United Illuminating Company and the Southern New England Telephone Company d/b/a Frontier Communications of Connecticut, dated May 28, 2025 and recorded on June 9, 2025 in Volume 4951 at Page 166 of the Stratford Land Records.
- p. Special Permit from the Stratford Zoning Commission dated May 13, 2026 and recorded on May 22, 2026 in Volume 5053 at Page 184 of the Stratford Land Records.
- q. Notes, conditions, easements and building setback lines as shown on Map No. 3376 of the Stratford Land Records.

25. The following liens or encumbrances claim to have an interest in the Premises that is equal in right or subsequent in right to Mosaic's mechanic's lien:

- a. Notice of Intent by CGM Acoustics, Inc., dated January 9, 2026 and recorded on January 14, 2026 in Volume 5011 at Page 82 of the Stratford Land Records.
- b. Mechanic's Lien in favor of CGM Acoustics, Inc., against SLH Connecticut, LLC, in the amount of \$435,269.87 plus interest and fees dated January 9, 2026 and recorded on January 14, 2026 in Volume 5011 at Page 84 of the Stratford Land Records.
- c. Certificate of Mechanic's Lien in favor of B & G Piping Co. a/k/a B&G Piping Company, against SLH Connecticut LLC, in the amount of \$277,915.96 plus interest and fees dated January 20, 2026 and recorded on January 21, 2026 in Volume 5013 at Page 120 of the Stratford Land Records.
- d. Notice of Intent to File a Mechanic's Lien in favor of B & G Piping Co. a/k/a B&G Piping Company, Inc., dated January 20, 2026 and recorded on January 21, 2026 in Volume 5013 at Page 122 of the Stratford Land Records.

- e. Notice of Intent to File Mechanic's Lien in favor of Ralph Camputaro & Son Excavating, Inc., dated January 27, 2026 and recorded on February 2, 2026 in Volume 5015 at Page 131 of the Stratford Land Records.
- f. Certificate of Mechanic's Lien in favor of Ralph Camputaro & Son Excavating, Inc., against SLH Connecticut LLC, in the amount of \$174,745.48 plus interest and fees dated January 27, 2026 and recorded on February 2, 2026 in Volume 5015 at Page 134 of the Stratford Land Records.
- g. (1) Mechanic's Lien in favor of All-Electric Construction & Communication, L.L.C., against SLH Connecticut, LLC, in the amount of \$776,022.00 plus interest and fees dated February 11, 2026 and recorded on February 13, 2026 in Volume 5017 at Page 105 of the Stratford Land Records.

(2) Notice of Lis Pendens regarding All Electric Construction & Communication LLC v. SLH Connecticut, LLC, et al, dated April 29, 2026 and recorded on May 4, 2026 in Volume 5048 at Page 122 of the Stratford Land Records.
- h. Mechanic's Lien Certificate in favor of Turner Mechanical Services, Inc., against SLH Connecticut LLC, in the amount of \$620,836.62 plus interest and fees dated February 11, 2026 and recorded on February 13, 2026 in Volume 5017 at Page 109 of the Stratford Land Records.
- i. Certificate of Mechanic's Lien in favor of M. Gottfried, Inc., against SLH Connecticut LLC, in the amount of \$38,785.34 plus interest and fees dated February 24, 2026 and recorded on February 24, 2026 in Volume 5019 at Page 112 of the Stratford Land Records.

26. Upon information and belief, SLH is the owner of the equity of redemption of the Premises and remains in possession of the Premises.

27. Mosaic has also caused to be recorded a Notice of Lis Pendens upon the land records of the Town of Stratford records, containing, along with other claimed relief, a request to foreclose the Mosaic Lien, and which recites the pendency of this action. Mosaic has caused such Notice to be served upon SLH. A true and accurate copy of the Notice of Lis Pendens is attached hereto as Exhibit C.

28. As a result of the foregoing, Mosaic has been harmed and is entitled to a foreclosure of its mechanic's lien, possession of the Premises, a deficiency judgment, money damages, costs of collection, reasonable attorney's fees, and interest.

SECOND COUNT: Breach of Contract as to SLH Connecticut, LLC

1-23. Paragraphs 1 through 23 of the First Count are incorporated herein by reference as if fully realleged.

24. At all times material hereto, Mosaic honored the terms and conditions of the Construction Agreement and, through December 4, 2025, faithfully performed all of the work requested by SLH and required by the Construction Agreement and Change Orders.

25. SLH is obligated under the Construction Agreement to pay for the work performed by Mosaic.

26. Despite repeated requests and demands by Mosaic, SLH, to date, has refused and failed to pay for the amounts currently due and owing under the Construction Agreement.

27. SLH has materially breached the Construction Agreement by, *inter alia*, failing and refusing to pay Mosaic the sum of Two Million Four Hundred and Eight Thousand Nine Hundred and Sixty-Four Dollars and 75/100 (\$2,408,964.75), plus interest and attorney's fees, currently due and owing to Mosaic for work that Mosaic performed on the Project.

28. As a consequence of SLH's breach of the Construction Agreement, Mosaic suffered and continues to suffer financial harm as a direct result of SLH's actions as alleged herein.

29. As a result of the foregoing, Mosaic has been harmed and is entitled to money damages, costs, reasonable attorney's fees, and interest.

THIRD COUNT: Unjust Enrichment as to SLH Connecticut, LLC

1-23. The allegations of Paragraphs 1 through 23 of the First Count are incorporated herein by reference as if fully realleged.

24. While Mosaic maintains that an express contract exists with SLH, in the alternative, in the event it is held by the fact-finder that no contractual remedy exists in whole or in part, Mosaic maintains that SLH was unjustly enriched as a result of the foregoing allegations set forth in this Third Count in that SLH has accepted the benefit of the labor, materials, equipment, and services provided to the Project by Mosaic without having paid for such labor, materials, equipment, and services.

25. The fair value of such labor, materials, equipment, and services is at least Two Million Four Hundred and Eight Thousand Nine Hundred and Sixty-Four Dollars and 75/100 (\$2,408,964.75).

26. Mosaic provided the above labor, materials, equipment, and services in good faith with the reasonable expectation of payment.

27. Mosaic has incurred substantial costs and expenses, to its detriment, in furnishing the above labor, materials, equipment, and services to the Project.

28. SLH, at all times, knew that the labor, materials, equipment, and services were being furnished by Mosaic and knew that Mosaic reasonably and justifiably expected to be paid the fair and reasonable value of such labor, materials, equipment, and services.

29. SLH has accepted and enjoyed the substantial benefits and results of the labor, materials, equipment, and services that Mosaic furnished to the Project.

30. Notwithstanding the foregoing, SLH has not paid Mosaic for all the labor, materials, equipment, and services that Mosaic furnished to the Project, plus interest and

attorney's fees. Therefore, SLH has been unjustly enriched by the retention of these benefits to Mosaic's detriment.

31. SLH is obligated in equity to compensate Mosaic for the reasonable value of the labor, materials, equipment, and services that Mosaic provided to the Project, plus interest and attorney's fees.

FOURTH COUNT: Quantum Meruit as to SLH Connecticut, LLC

1-23. The allegations of Paragraphs 1 through 23 of the First Count are incorporated herein by reference as if fully realleged.

24. While Mosaic maintains that an express contract exists with SLH, in the alternative, in the event it is held by the fact-finder that no express contract exists between Mosaic and SLH, Mosaic maintains that an implied contract exists between Mosaic and SLH.

25. Mosaic conferred a benefit upon SLH by furnishing labor, materials, equipment, and services to the Project, the fair value of which is at least Two Million Four Hundred and Eight Thousand Nine Hundred and Sixty-Four Dollars and 75/100 (\$2,408,964.75).

26. SLH realized the benefit conferred on it by Mosaic because SLH allowed Mosaic to furnish such labor, materials, equipment, and services to the Project.

27. Mosaic provided the aforesaid labor, materials, equipment, and services in good faith with the reasonable expectation of payment.

28. Mosaic has incurred substantial costs and expenses, to its detriment, in furnishing the aforesaid labor, materials, equipment, and services to the Project.

29. SLH, at all times, knew that such labor, materials, equipment, and services were being furnished by Mosaic and knew that Mosaic reasonably and justifiably expected to be paid the fair and reasonable value of said labor, materials, equipment, and services.

30. Notwithstanding the foregoing, SLH has not paid Mosaic for all the labor, materials, equipment, and services that Mosaic furnished to the Project, plus interest and attorney's fees. Therefore, SLH has unjustly retained the benefit conferred on it by Mosaic to Mosaic's detriment.

31. SLH is obligated in equity to pay restitution to Mosaic for the reasonable value of the labor, materials, equipment, and services that Mosaic provided to the Project, plus interest and attorney's fees.

WHEREFORE, the plaintiff, Mosaic Construction, LLC claims:
As to the First Count:

1. Foreclosure of its Mechanic's Lien;
2. Possession of the Premises;
3. A deficiency judgment;
4. Money damages;
5. Attorney's fees;
6. Interest;
7. Costs of collection; and
8. Such other and further relief as the Court may deem just and proper.

As to the Second Count:

1. Money damages;
2. Interest;
3. Costs;
4. Attorney's fees; and
5. Such other and further relief as the Court may deem just and proper.

As to the Third Count:

1. The reasonable value of the labor, materials, equipment, and services that Mosaic provided to the Project;
2. Interest;
3. Costs;
4. Attorney's fees; and
5. Such other and further relief as the Court may deem just and proper.

As to the Fourth Count:

1. Restitution for the reasonable value of the labor, materials, equipment, and services that Mosaic provided to the Project;
2. Interest;
3. Costs;
4. Attorney's fees; and
5. Such other and further relief as the Court may deem just and proper.

THE PLAINTIFF,
MOSAIC CONSTRUCTION, LLC

By: 

Leonard M. Braman

Natalie J. Anders

WOFSEY ROSEN KWESKIN &
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Firm Juris No.: 068550

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RETURN DATE: AUGUST 25, 2026	:	SUPERIOR COURT
	:	
MOSAIC CONSTRUCTION, LLC	:	JUDICIAL DISTRICT OF
	:	BRIDGEPORT
	:	
v.	:	AT BRIDGEPORT
	:	
SLH CONNECTICUT, LLC,	:	
ET AL.	:	JULY 27, 2026

STATEMENT OF AMOUNT IN DEMAND

The amount of damages, legal interest, or property in demand is in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interests and costs.

THE PLAINTIFF,
 MOSAIC CONSTRUCTION, LLC

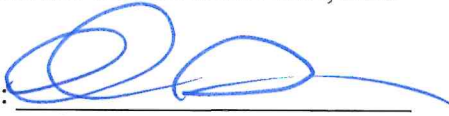
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EXHIBIT A

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 6th day of September in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

SLH Connecticut LLC
430 Main Avenue
Norwalk, CT, 06851

and the Contractor:
(Name, legal status, address and other information)

Mosaic Construction, LLC
4201 Lake Cook Road, Suite 102
Northbrook, IL, 60062

for the following Project:
(Name, location and detailed description)

Renovations and improvements at 305 Hathaway Drive, Stratford, CT for construction of a cannabis products cultivation and manufacturing facility

The Architect:
(Name, legal status, address and other information)

Rose-Tiso & Co. LLC
35 Brentwood Avenue
Fairfield, CT 06825

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

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- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, AIA Document A201-2017, as modified by the Owner (the "General Conditions"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT AND CONTRACTOR'S PROJECT TEAM

§ 2.1 The Contractor shall fully execute the Work described in, reasonably inferable from and as necessary to produce the results intended by, the Contract Documents including, but not limited to, the furnishing of (1) all materials, supplies, equipment, fixtures, tools, implements, and other items and facilities required for, or in connection with, or for inclusion or incorporation into, the Project and (2) all labor, supervision, transportation, utilities, storage and all other services required for or in connection with the Project, except as specifically indicated in the Contract Documents to be the responsibility of others.

§ 2.2 THE CONTRACTOR'S PROJECT TEAM

§ 2.2.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's reasonable skill and judgment in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and supervision and to use Contractor's best efforts to furnish, at all times, an adequate supply of skilled workers and materials, and to perform the Work in the most expeditious and economical manner consistent with the Owner's interests.

§ 2.2.2 The Contractor's project team ("Project Team") will consist of a project executive, project manager, and superintendent. The Project Team shall include the following members:

Project Executive: Kevin Kasten
Project Manager: Brad Miller
Superintendent: Chris Gunderson

The Contractor acknowledges that, in entering into this Agreement, the Owner is relying upon the fact that each of the members of the Project Team will continue to perform his or her services throughout the entirety of the performance of

Init.

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(1702185796)

the Work. No change will be made in the membership of the Project Team without the Owner's prior written approval, which approval shall not be withheld on an arbitrary basis.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work in accordance with the Contract Documents and the construction schedule attached hereto as **Exhibit D** (the "Construction Schedule");

(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than Three Hundred Twenty-Four (324) calendar days from the date of commencement of the Work.
- ☐ By the following date:

§ 3.3.2 Intentionally Omitted

(Table deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5. **TIME IS OF THE ESSENCE** in the completion of the Work.

ARTICLE 4 CONTRACT SUM

(Paragraph deleted)

§ 4.1.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twelve Million Nine Hundred Six Thousand Three Hundred Ninety-Eight Dollars and Ninety-Two Cents (\$ 12,906,398.92), subject to additions and deductions as provided in the Contract Documents.

§ 4.1.2 In the event Contractor achieves Substantial Completion earlier than the date that is fourteen (14) days before the date that is the last day of the original Contract Time established in the Construction Schedule attached hereto as Exhibit D, in addition to the Contract Sum Contractor shall be entitled to payment of an early completion bonus (the "Early Completion Bonus") in an amount equal to Five Hundred Dollars (\$500.00) per day for each day that Substantial Completion is achieved before the date that is fourteen days prior to the date that is the last day of the original Contract Time established in the Construction Schedule attached hereto as Exhibit D.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

1. Provide shop drawings for, and furnish and install, carbon dioxide monitoring equipment for all portions of the Work as needed to comply with Building Code requirements applicable to the Work.	\$103,569.00
2. Furnish and installation of security stubs.	\$75,000.00

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
1. Furnish and installation of air curtains shown on MEP drawings included in the Contract Documents.	\$30,000.00
2. All floor preparation, leveling, or pitching.	\$25,000.00

§ 4.4 Unit prices applicable to the Work, if any, are set forth below (the "Unit Prices"). Unit Prices shall be valid for the life of the Project and are inclusive of all costs associated with the complete performance, furnishing, and installation of the portion of the Work subject to Unit Prices including, without limitation, labor, materials, equipment, machinery, services, engineering, transportation, taxes and insurance as well as overhead and profit.

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

It is acknowledged that the Contractor's failure to achieve Substantial Completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety in the event of delayed Substantial Completion, without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Therefore, Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each day that Substantial Completion is delayed beyond the date that is fourteen (14) days after the last day of the Contract Time, as adjusted for any time extensions as may have been granted pursuant to the terms and conditions of the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Agreement as provided elsewhere herein and without prejudice to any other rights or remedies Owner may have under this Agreement or applicable law.

The collection of liquidated damages by the Owner under this Section 4.5 shall be in addition to, and not in lieu of, the Owner's right to recover from the Contractor the Owner's increased costs to complete the Project arising from the Contractor's delay. Further, such liquidated damages shall in no way limit the Owner's other rights under this Agreement or the Owner's entitlement to damages for any other injury, damage or loss, other than for delay, for which

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Contractor may be responsible. The Owner's right to liquidated damages shall not limit or diminish the Owner's right to terminate this Agreement as provided elsewhere herein and without prejudice to any other rights or remedies Owner may have under this Agreement or applicable law.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

§ 4.6.1 The Contractor represents and warrants that the Drawings and Specifications and other materials and information furnished to the Contractor are sufficiently detailed to enable the Contractor to firmly establish the Contract Sum, subject to clarifications and assumptions (if any) expressly herein set forth. The Contractor shall not be permitted to claim any adjustment in the Contract Sum in connection with the completion of drawings, clarifications, supplemental information and other materials (collectively, "Supplemental Materials") issued by the Architect or otherwise after the date of this Agreement, except for changes in the Work as described in this Section 4.6. Adjustments to the Contract Sum on account of changes in the Work may be determined by any of the methods listed in Section 7.3.3 of the General Conditions.

§ 4.6.2 The Architect shall from time to time issue Supplemental Materials. The Contractor shall review such Supplemental Materials in detail and notify the Owner and the Architect of any error, inconsistency or discrepancy that the Contractor discovers between the Supplemental Materials and the Contract Documents. Upon completion of such review, but in any case within seven (7) days of receipt of the applicable Supplemental Materials, the Contractor shall also notify the Owner in writing of any item in the Supplemental Materials which in the Contractor's opinion represents a change in the Work (as defined in Section 4.6.3), setting forth, with specificity, the reasons the Contractor contends that information or requirements of the Supplemental Materials represent a change in the Work (such notice shall constitute and be referred to as a "Change Request" or Proposed Change Order ("PCO")). The Change Request/PCO shall set forth the change in costs and the impacts on the Construction Schedule, if any, that the Contractor attributes to the work covered by such Change Request/PCO and shall include evidence reasonably satisfactory to Owner substantiating any claimed increase in any Cost of the Work, including but not limited to any of the following costs:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 4.6.3 A change in the Work is any work described in any Supplemental Materials which is not reasonably inferable from the Drawings and Specifications and is (1) inconsistent with any of the Contractor's clarifications and assumptions expressly herein set forth, or (2) a change in the quantity, quality, programmatic requirements or other deviation from the Drawings and Specifications.

§ 4.6.4 If the Contractor timely submits to the Owner a completed Change Request/PCO pursuant to Section 4.6.2 above, including all required Supporting Documentation (as defined in Section 9.3 of the General Conditions), then the Owner shall have the following options:

- .1 within seven (7) days of receipt of the Change Request/PCO, the Owner shall direct the Architect in writing, with a copy to the Contractor, to modify that aspect of the Supplemental Materials to which the Contractor objects. The Contractor shall cooperate with the Owner and the Architect during the modification effort and shall assist in making recommendations appropriate to correct such portions of the Supplemental Materials. After receipt of the Owner's written directive to revise the Supplemental Materials, the Architect shall submit to the Contractor the revised Supplemental Materials as approved by the Owner. The Contractor shall promptly re-examine such revised Supplemental Materials as described in Section 4.6.2.1.
- .2 if, upon review of the Change Request/PCO, the Owner believes that the portion of the work described therein does not constitute a change in the Work as described in Section 4.6.3 above, the Owner shall so advise the Contractor within seven (7) days of receipt of the Change Request/PCO. If such

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disagreement is not resolved, the Work subject to disagreement shall be identified in a schedule (the "Disputed Work Schedule"). Whenever possible, the Owner and the Contractor shall resolve items set forth in the Disputed Work Schedule, confirming such resolution in Change Orders. Items in the Disputed Work Schedule that are not resolved by the Owner and Contractor shall be subject to the dispute resolution procedures set forth in Article 15 of the General Conditions. During the pendency of such dispute resolution procedures, Contractor shall not perform any Work on the Disputed Work Schedule unless specifically requested to do so by Owner. If so requested, the Contractor shall perform the requested work and keep a specific detailed accounting of the item and materials required to complete such item. Adjustments to the Construction Schedule shall not be permitted on a tentative basis.

- .3 if, upon review of the Change Request/PCO, the Owner agrees that all or a portion of the work therein constitutes a change in the Work, and the Owner elects not to direct the Architect to modify the Supplemental Materials, the Owner and the Contractor shall execute a Change Order providing for appropriate changes to the Contract Sum and the Construction Schedule.
- .4 if, with respect to any item in the Change Request/PCO, the Owner does not, within the appropriate time limitations, (a) direct the Architect to modify the Supplemental Materials, (b) advise the Contractor in writing of disapproval of such item in the Change Request/PCO, or (c) agree that such item represents a change in the Work, then Owner will be deemed to have disapproved such item in the Change Request/PCO pursuant to Section 4.6.4.2 above.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Contractor shall submit final versions of Applications for Payment, along with all required Supporting Documentation, on a monthly basis to the Owner not later than the fifth (5th) day of the month following the month covered by an Application for Payment. The Owner shall, subject to the provisions of Section 9.6.8 of the General Conditions, make payment of the amount determined and certified by the Owner to be due to the Contractor not later than thirty (30) days after the Owner receives the final version of the Application for Payment and all required Supporting Documentation.

(Paragraph deleted)

§ 5.1.3.1 In addition to the foregoing, and only to the extent that the Owner is required to do so under Connecticut General Statutes Section 42-158j, the Owner shall pay any amounts due any subcontractor or supplier in a direct contractual relationship with the Contractor, whether for labor performed or materials furnished, not later than thirty (30) days after the date any written request for such payment has been made to the Owner by such subcontractor or supplier. Any obligation of the Owner to make payment under this Section 5.1.3.1 is limited to the amount owed to the Contractor by the Owner for Work performed under and in accordance with the Contract Documents as of the date such notice is provided by the subcontractor or supplier.

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents and approved by the Owner and the Architect pursuant to Section 9.2 of the General Conditions (the "Schedule of Values"), including all change orders approved by the Owner and Contractor. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner may require. This Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 The Schedule of Values shall designate portions of the Work to be performed by Subcontractors or Contractor's suppliers as "Materials and Equipment Mobilization," and allocate portions of the Contract Sum to various portions of the Work so designated in amounts which do not exceed the aggregate amount of One Million

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Dollars (\$1,000,000.00). "Materials and Equipment Mobilization" work included in the Work means and includes Subcontractor or Contractor's suppliers' work and operations (1) that are preparatory to and necessary for a Subcontractor's or supplier's purchase of equipment and/or materials to be incorporated into the Work or preparatory to and necessary for the Subcontractor's or supplier's commencement of off-site fabrication of equipment and/or materials to be incorporated into the Work, for which the Subcontractor or supplier incurs costs prior to the beginning of their performance of on-site construction activities at the Project site, and (2) for which payment by the Contractor to the Subcontractor or supplier is required by the Subcontractor or supplier as a condition of the Subcontractor or supplier commencing Materials and Equipment Mobilization work for the portions of the Work that the Subcontractor or supplier is responsible for pursuant to a subcontract or supply agreement with the Contractor. Materials and Equipment Mobilization work excludes any and all costs or expenses incurred by the Contractor or any Subcontractor or supplier for labor.

§ 5.1.4.3 The Contractor shall request payment for Materials and Equipment Mobilization Work, and the Owner shall pay for Materials and Equipment Mobilization Work, subject to and in accordance with Section 9.3.1.5 of the General Conditions.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Each Application for Payment shall include a statement showing the status of all pending change orders, other pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance, and a description of any work completed

§ 5.1.6 In accordance with the General Conditions, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work based on the Schedule of Values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of the General Conditions;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of the General Conditions; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of each progress payment

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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Deposits paid by Contractor to third parties for custom or specialty materials;
General conditions out-of-pocket costs paid by Contractor; and
Insurance premiums paid by Contractor for insurance coverages purchased and maintained by Contractor for the Project pursuant to the Contract Documents.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment. The Owner may, in its sole discretion, release all or a portion of retainage withheld from prior progress payments as provided in Section 9.8.5 of the General Conditions. In no event should the owner withhold more than 150% of the value of the remaining work.
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, any Subcontractor, Sub-subcontractor or any other person or entity for whom or which any of them is responsible, the Owner shall pay the Contractor any additional amounts to the extent required under Article 9 of the General Conditions.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to Subcontractors or suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 Contractor shall use payments made under this Agreement solely for the purpose of performance of the Work pursuant to the Contract Documents. Contractor shall pay for all labor and services performed and materials, equipment and machinery supplied by others in connection with the performance of the Work in accordance with the Contract Documents and as required by Applicable Laws (as defined in Section 3.2.3 of the General Conditions).

§ 5.1.11 Contractor shall pay any amounts due a Subcontractor or supplier, whether for labor or services performed or materials, equipment or machinery furnished, not later than ten (10) days after the date the Contractor receives payment from the Owner which encompasses such labor or services performed or materials, equipment or machinery furnished by such Subcontractor or supplier, provided that any such Subcontractor or supplier has provided to Contractor all required documents in accordance with the applicable Subcontract, purchase order, or other agreement with Contractor which encompasses such labor or services performed or materials, equipment or machinery furnished by such Subcontractor or supplier. The Contractor shall include in all of its Subcontracts with its Subcontractors and suppliers a requirement that the Subcontractors and suppliers pay any amounts due any sub-subcontractors or suppliers not later than ten (10) days after the Subcontractor or supplier receives a payment from the Contractor which encompasses labor or services performed or materials, equipment or machinery furnished by such sub-subcontractor or supplier.

Retainage withheld by the Contractor on amounts due any Subcontractor or supplier shall not exceed the lesser of (i) that withheld by the Owner in connection with the Work performed by such Subcontractor or supplier; and (ii) five percent (5%) of such amount due.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Work and all of its obligations under the Contract Documents except for the Contractor's responsibility to correct Work as provided in Article 12 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Owner's final Certificate for Payment. The Owner's final Certificate for Payment shall not be issued until such time as all required Supporting Documentation has been submitted to the Owner by the Contractor.

§ 5.3 Interest:

Payments due and unpaid under the Contract shall bear at 1.5% per month, or in the absence thereof, at the maximum legal rate prevailing from time to time
(Paragraphs deleted)
in the State where the Project is located.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of the General Conditions, unless the parties appoint another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of the General Conditions, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of the General Conditions, then the Owner shall pay the Contractor
(Paragraphs deleted)
as provided in Article 14 of the General Conditions.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Zachary Mecier
zmecier@slcann.com
203-509-2564
2389 Main Street, STE 100
Glastonbury, CT, 06033

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Brad Miller
brad@mosaicconstruction.net
4201 Lake Cook Road Suite 102
Northbrook, Illinois 60062

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as required and set forth in **Exhibit A**, Insurance attached hereto, and elsewhere in the Contract Documents.

§ 8.5.2 Intentionally omitted.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Notice pursuant to Section 1.6.1 of the General Conditions may be delivered by electronic mail to the email address for the recipient's representative identified in Sections 8.2 and 8.3 above. The subject line of the email shall include the address of the Project and be electronically flagged as "urgent".

§ 8.7 Other provisions:

§ 8.7.1 **Project Labor Agreement.** In performing this Agreement and the Work, the Contractor shall strictly perform the Contractor's obligations set forth in the Project Labor Agreement ("PLA") appended hereto as **EXHIBIT G**, as well as all requirements set forth in the PLA which are applicable to the Contractor, as "Construction Manager" under the PLA, and the Contractor's performance of the Work under this Agreement, and all such obligations and requirements under the PLA incorporated by reference and made a part of this Agreement.

§ 8.7.2 **Sales and Use Tax.** Contractor shall be responsible for the payment of any and all sales, use and other similar taxes imposed by law in connection with this Agreement and/or the Work. Contractor agrees to pay all applicable federal, state, and local taxes for which it is responsible, including, without limitation, sales and use taxes, relating to Contractor's performance of the Work and/or as may be necessary to fully complete the Work. The Contractor shall show any applicable sales or use taxes separately on all Applications for Payment, and shall require all Subcontractors and suppliers to show any applicable sales or use taxes separately on all invoices or payment requests submitted by such Subcontractors or suppliers.

As required by Connecticut General Statutes § 12-430(7), if Contractor is not a resident of the State of Connecticut and does not maintain a regular place of business in the State of Connecticut, Contractor agrees, prior to commencing the Work, to:

- i. Furnish proof to Owner that Contractor has been granted "Verified Contractor" status by the Commissioner of the Connecticut Department of Revenue Services; or
- ii. Furnish proof to Owner that Contractor has posted with the Commissioner of the Connecticut Department of Revenue Services, on forms acceptable to the Commissioner as may be amended from time to time by the Department of Revenue Services, a surety bond with a surety company authorized to do business in the State of Connecticut, in an amount equal to five percent (5%) of the

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Contract Sum including retainage and costs for change orders or additions to the Contract Sum, securing the payment of any sums due the Department of Revenue Services from Contractor, Contractor's subcontractors, or sub-subcontractors to Contractor's subcontractors.

If Contractor is a nonresident contractor and an unverified contractor, as defined in the Connecticut General Statutes §12-430(7), and Contractor has not posted a bond with Commissioner of the Connecticut Department of Revenue Services as set forth in this Section of this Agreement, Owner will withhold five percent (5%) of all payments to Contractor unless and until Contractor provides to Owner a Certificate of Compliance issued by the Connecticut Department of Revenue Services as defined in the Connecticut General Statutes §12-430(7).

§ 8.7.3 Choice of Law/Forum Selection/Waiver of Jury Trial. This Agreement and the Contract Documents shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its choice of law or conflict of law principles which would result in the application of the laws of any jurisdiction other than the State of Connecticut and applicable federal law of the United States.

The Owner and Contractor expressly agree and acknowledge that any action or legal proceeding by the Owner or Contractor against the other, which action or legal proceeding arises from or relates to this Agreement, shall be commenced in the Superior Court of the State of Connecticut, Judicial District of New Haven at New Haven or the Superior Court and maintained therein or in the Complex Litigation Docket, Judicial District of Waterbury or the Complex Litigation Docket, Judicial District of Hartford, which shall be the exclusive forum and venue for any such action or legal proceeding. THE CONTRACTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT, AND AS TO ANY AND ALL CLAIMS, DISPUTES, AND/OR CAUSES OF ACTION AGAINST OR WITH OWNER WHICH ARISE OUT OF, OR ARE IN CONNECTION WITH, THIS AGREEMENT AND/OR THE PROJECT.

§ 8.7.4 Entire Agreement/Modifications. There are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement sets forth all of the covenants and agreements between the Owner and Contractor with regard to the performance of the Work and the subject-matter of this Agreement. This Agreement, in all of its parts, represents the entire and integrated agreement between the parties hereto relating to the subject-matter of this Agreement, and supersedes and replaces all prior negotiations, representations, and agreements, oral or written, verifiable or alleged. This Agreement may be modified only by written amendment, signed by both of the Parties hereto, or by written Change Order or writing as otherwise expressly permitted and provided in this Agreement. No alteration, modification, or amendment to this Agreement shall be binding upon the Parties hereto unless by written instrument.

§ 8.7.5 Execution in Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument. Signed copies of this Agreement may be faxed and e-mailed with the same force and effect as if the originally executed Agreement had been delivered.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 This Agreement
- .2 Exhibit A Insurance
- .3 The General Conditions
- .4 Drawings – All plans and drawings identified on EXHIBIT B.
- .5 Specifications

1. Project Manual, Project No. 2763 Shangri-La Inc. Cannabis Cultivation Facility, 305 Hathaway Drive, Stratford, Connecticut 06615, Construction Document Phase, July 17, 2024 Volume 1 of 1, by Rose-Tiso & Co., LLC, 35 Brentwood Avenue, Fairfield, CT 06825

Section	Title	Date	Pages
010010	Summary of Work	7/17/2024	2
010030	Special Project Procedures	7/17/2024	6
013113	Coordination	7/17/2024	2

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013119	Project Meetings	7/17/2024	1
013300	Submittals	7/17/2024	6
014500	Quality Control	7/17/2024	2
015000	Temporary Facilities Controls	7/17/2024	5
017000	Contract Closeout	7/17/2024	4
020050	Demolition, Cutting, Patching, Refinishing and Refurbishing	7/17/2024	3
024119	Selective Demolition	7/17/2024	5
033000	Cast-in-Place Concrete	7/17/2024	32
042000	Unit Masonry	7/17/2024	20
051200	Structural Steel Framing	7/17/2024	16
054100	Metal Framing System	7/17/2024	9
055213	Pipe and Tube Railing	7/17/2024	10
061000	Rough Carpentry	7/17/2024	3
072070	Fire Stopping	7/17/2024	4
079213	Joint Sealer	7/17/2024	6
081113	Hollow Metal Doors and Frames	7/17/2024	11
087100	Door Hardware	7/17/2024	7
092216	Gypsum Wallboard Assemblies	7/17/2024	8
093000	Tiling	7/17/2024	10
095123	Acoustical Ceilings	7/17/2024	7
096500	Resilient Tile Flooring	7/17/2024	7
097700	Special Wall Surfacing	7/17/2024	2
099123	Interior Painting	7/17/2024	8
101423	Signage	7/17/2024	2
102113	Toilet Compartments	7/17/2024	4
102800	Toilet Accessories	7/17/2024	5
312333	Trenching and Backfilling	7/17/2024	6
312500	Sedimentation and Erosion Control	7/17/2024	4
321210	Bituminous Concrete Pavements and Curbs	7/17/2024	4
333000	Sanitary Sewerage Utilities	7/17/2024	10
334000	Storm Drainage Utilities	7/17/2024	10

2. MEP Specifications in Construction Documents for 305 Hathaway Drive, Stratford, CT, March 28, 2024, prepared by Salamone & Associates, P.C.

Section	Title	Date	Pages
220500	Common Work Results for Plumbing	3/28/2024	11
220519	Meters and Gages For Plumbing Piping	3/28/2024	5
220523	General - Duty Valves for Plumbing Piping	3/28/2024	6
220553	Identification For Plumbing Piping and Equipment	3/28/2024	8
220719	Plumbing Pipe Insulation	3/28/2024	4
221113	Water Distribution Piping	3/28/2024	7
221316	Sanitary Waste and Vent Piping	3/28/2024	7
224200	Plumbing Fixtures	3/28/2024	4
230500	Common Work Results for HVAC	3/28/2024	14
230523	General Duty Valves for HVAC Piping	3/28/2024	7
230529	Hangers and Supports for HVAC Pipe and Equipment	3/28/2024	4
230553	Identification For HVAC Piping and Equipment	3/28/2024	8
230593	Testing, Adjusting and Balancing for HVAC	3/28/2024	6
230700	Duct Insulation	3/28/2024	3
231123	Natural Gas Piping	3/28/2024	7
232300	Refrigerant Piping	3/28/2024	9
233100	HVAC Ducts and Casings	3/28/2024	4
233300	Ductwork Accessories	3/28/2024	6
233700	Air Outlets and Inlets	3/28/2024	7

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User Notes:

(1702185796)

238224	Power Ventilators	3/28/2024	6
260500	Common Work Results for Electrical	3/28/2024	8
260501	Common Work Results For Electrical Materials And Methods	3/28/2024	6
260519	Low Voltage Electrical Power Conductors and Cables	3/28/2024	4
260526	Grounding and Bonding For Electrical Systems	3/28/2024	5
260529	Hangers and Supports For Electrical Systems	3/28/2024	6
260533	Raceways and Boxes For Electrical Systems	3/28/2024	9
260553	Electrical Identification	3/28/2024	5
260573	Short-Circuit Coordination Study & Arc Fault Hazard Study	3/28/2024	8
262213	Low Voltage Distribution Transformers	3/28/2024	6
262413	Switchboards	3/28/2024	13
262416	Panelboards	3/28/2024	7
262726	Wiring Devices	3/28/2024	6
262800	Overcurrent Protective Devices	3/28/2024	5
262816	Enclosed Switches and Circuit Breakers	3/28/2024	2
265100	Interior Lighting	3/28/2024	5
265200	Emergency Lighting	3/28/2024	6

3. Temporary Electrical Revisions for Phase 1, prepared by Salamone & Associates, P.C. (**EXHIBIT L** to this Agreement).

.6 Addenda, if any:

Number	Date	Pages
RFI Log	5/6/2024	4
RFI Log	5/9/2024	8
RFI Log	5/10/2024	8
RFI Log	5/21/2024	10

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

☐ The Sustainability Plan:

Title	Date	Pages
N/A		

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

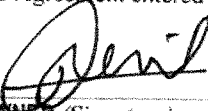
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(1702185796)

- EXHIBIT B -** LIST OF PLANS AND DRAWINGS INCLUDED AS CONTRACT DOCUMENTS
- EXHIBIT C -** SCOPE OF WORK EXCLUSIONS AND CLARIFICATIONS
- EXHIBIT D -** CONSTRUCTION SCHEDULE
- EXHIBIT E -** CERTIFICATE OF LIMITED WARRANTY
- EXHIBIT F -** NOTICE, DISCLOSURE AND DISCLAIMER FOR FUNGUS, WHICH INCLUDES BUT IS NOT LIMITED TO MOLD
- EXHIBIT G -** PROJECT LABOR AGREEMENT AMONG SHANGRI-LAW FARMS CT CORP., AND SLH CONNECTICUT LLC, AND MOSAIC CONSTRUCTION LLC, AND FAIRFIELD COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL, DATED SEPTEMBER 4, 2024
- EXHIBIT H -** Proposal, by Mosaic Construction, dated June 6, 2024; Proposal, by Mosaic Construction, dated August 21, 2024.
- EXHIBIT I -** Contractor Interim Lien and Claim Waiver Form
- EXHIBIT J -** Subcontractor Interim Lien and Claim Waiver Form
- EXHIBIT K -** Subcontractor Final Lien Waiver and Release Form
- EXHIBIT L -** Temporary Electrical Revisions for Phase I, prepared by Salamone & Associates, P.C.

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Nevil Patel, Manager
 (Printed name and title)

Date: 9.6.24



CONTRACTOR (Signature)

Andrew Poticha, Member
 (Printed name and title)

Date;

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User Notes:

(1702185796)

EXHIBIT B

Return to:
Leonard M. Braman
Wofsey Rosen Kweskin & Kuriansky, LLP
600 Summer Street, 7th Floor
Stamford, CT 06901

Rec # 20261294



Bk: 5021 Pg: 29
03/02/2026 02:18:44 PM
3 Pages
MECHANICS LIEN

Susan M. Pawluk, Town Clerk

CERTIFICATE OF MECHANIC'S LIEN

KNOW YE, THAT Mosaic Construction, LLC, with a principal place of business at 4201 Lake Cook Road, Suite 102, Northbrook, IL 60062 (the "Lien Claimant"), hereby certifies that:

The Lien Claimant, Mosaic Construction, LLC is the construction contractor for a cannabis cultivation and manufacturing facility project (the "Project") located on the property located at 305 Hathaway Drive, Stratford, CT 06615 (the "Liened Premises"), which Liened Premises are more particularly bounded and described on Schedule A attached hereto and made a part hereof.

In accordance with an agreement for the Project (the "Agreement") with the Owner of Record of the Liened Premises, SLH Connecticut, LLC ("Owner of Record"), the Lien Claimant performed services and furnished materials in connection with improvements, renovation and site developments to the Liened Premises.

The name of the person(s) against whom the lien is being filed is:

SLH Connecticut, LLC, 305 Hathaway Drive, Stratford, CT 06615 (Owner of Record)

The Lien Claimant commenced performing those services and providing materials on the Liened Premises on September 6, 2025 and continued to do so until December 4, 2025; and

The value of those services and materials due to the Lien Claimant are claimed as a lien on the Liened Premises in the amount of \$2,408,964.75 together with interest and attorney's fees, such amount being justly due as nearly as the same can be ascertained.

Accordingly, notice is given that the Lien Claimant intends to and hereby does claim a Mechanic's Lien upon the Liened Premises, in the amount stated above plus interest thereon and any costs of collection and attorney's fees as may be allowed by law.

For myself and the Lien Claimant, I hereby swear that the foregoing is true and correct.

I Hereby Certify That This Is
A True Copy Of The Original
Document Received For Record
In The Office Of The Town Clerk
Of The Town Of Stratford
On 3/2/2026 At 2:18:44PM
Volume 5021 Page 29
Attest:

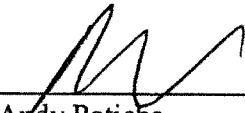
Susan M. Pawluk
Town Clerk

Attest
Robert M. Wolfe
State Marshal
3-2-26

Return to:
Leonard M. Braman
Wofsey Rosen Kweskin & Kuriansky, LLP
600 Summer Street, 7th Floor
Stamford, CT 06901

Dated at Northbrook, Illinois, this 27th day of February, 2026.

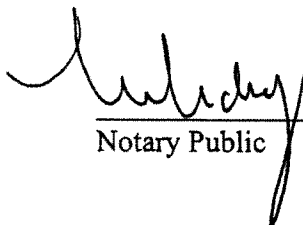
THE LIEN CLAIMANT
Mosaic Construction, LLC



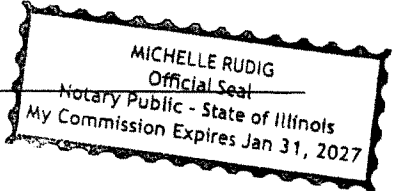
By: Andy Poticha

STATE OF ILLINOIS)
) ss. Northbrook
COUNTY OF COOK)

Personally appeared before me the above-stated person and authorized signatory of Mosaic Construction, LLC, signer of the foregoing Certificate of Mechanic's Lien, and made solemn oath that the facts stated therein are true and that the sums stated therein are justly due as nearly as the same can be ascertained, with interest and costs of collection that may be allowed by law.



Notary Public



Return to:
Leonard M. Braman
Wofsey Rosen Kweskin & Kuriansky, LLP
600 Summer Street, 7th Floor
Stamford, CT 06901

Schedule A

Legal Description of Site

ALL THAT CERTAIN piece or parcel of land situated in the Town of Stratford, County of Fairfield and State of Connecticut being shown and designated as Parcel 1 as depicted on a survey map entitled "Parcel Lot Line Revision prepared for Woodend Partners, LLC 80 Hathaway Drive, Stratford, Connecticut December 2, 2004" Scale 1 inch = 40 feet prepared by Hammons, LLC which map is on file in the Office of the Stratford Town Clerk as Map No. 3376, said premises being more particularly bounded and described as follows:

Commencing at a point being a CDOT monument on the East street line of Lordship Boulevard Connecticut Route 113; thence
South 58° 32' 01" East 220.88 feet along the East street line of Lordship Boulevard; thence
North 31° 27' 59" East 250.00 feet to the point of beginning; thence
North 58° 32' 01" West 137.10 feet to a point; thence
North 12° 26' 59" West 558.71 feet to a point; thence
North 84° 27' 01" East 192.74 feet along the South street line of Hathaway Drive to a point; thence
North 84° 30' 02" East 23.97 feet along the South street line of Hathaway Drive to a point; thence
South 10° 17' 20" West 177.52 feet to a point; thence
North 88° 10' 01" East 280.13 feet to a point; thence
South 07° 34' 43" East 105.00 feet to a point; thence
South 31° 25' 35" West 245.33 feet to a point; thence
South 35° 18' 10" West 194.72 feet to the point of beginning;
Containing in all 166,404 square feet; 3.8201 acres, together with drainage rights to the existing water course along the Southeastern property line.

RECEIVED FOR RECORD AT STRATFORD, CT
3/2/2026 02:18:44 PM

Steven M. Tardiff

Stratford Town Clerk

MECHANICS LIEN
5021/29

EXHIBIT C

RETURN DATE: AUGUST 25, 2026	:	SUPERIOR COURT
	:	
MOSAIC CONSTRUCTION, LLC	:	JUDICIAL DISTRICT OF
	:	BRIDGEPORT
	:	
v.	:	AT BRIDGEPORT
	:	
SLH CONNECTICUT, LLC,	:	
ET AL.	:	JULY 27, 2026

NOTICE OF LIS PENDENS

Notice is hereby given of the pendency of a civil action between the above-named parties by writ dated July 27, 2026, and made returnable to the Superior Court within and for the Judicial District of Fairfield at Bridgeport on August 25, 2026, which action was brought claiming, among other things, foreclosure of a mechanic's lien that names the Plaintiff as the lien claimant and the Defendant, SLH Connecticut, LLC, as the party against whom the lien has been filed, which lien was dated February 27, 2026, and recorded on the land records for the Town of Stratford, County of Fairfield, State of Connecticut on March 2, 2026 in Volume 5021, Page 29 claiming a lien on the premises for the sum of Two Million Four Hundred and Eight Thousand Nine Hundred and Sixty-Four Dollars and 75/100 (\$2,408,964.75), exclusive of interest and attorney's fees.

The real estate affected by this action and described in the Mechanic's Lien is located at 305 Hathaway Drive, in the Town of Stratford, County of Fairfield, and State of Connecticut, and is more particularly bounded and described in the "Schedule A" attached hereto and made a part hereof.

In this action, the Plaintiff claims:

As to the First Count:

1. Foreclosure of its Mechanic's Lien;
2. Possession of the Premises;

3. A deficiency judgment;
4. Money damages;
5. Attorney's fees;
6. Interest;
7. Costs of collection; and
8. Such other and further relief as the Court may deem just and proper.

As to the Second Count:

1. Money damages;
2. Interest;
3. Costs;
4. Attorney's fees; and
5. Such other and further relief as the Court may deem just and proper.

As to the Third Count:

1. The reasonable value of the labor, materials, equipment, and services that Mosaic provided to the Project;
2. Interest;
3. Costs;
4. Attorney's fees; and
5. Such other and further relief as the Court may deem just and proper.

As to the Fourth Count:

1. Restitution for the reasonable value of the labor, materials, equipment, and services that Mosaic provided to the Project;
2. Interest;
3. Costs;
4. Attorney's fees; and
5. Such other and further relief as the Court may deem just and proper.

WOFSEY, ROSEN, KWESKIN & KURIANSKY, LLP
600 SUMMER STREET • STAMFORD, CONNECTICUT 06901 • (203) 327-2300 • JURIS NO. 068550

THE PLAINTIFF,
MOSAIC CONSTRUCTION, LLC

By: 

Leonard M. Braman

Natalie J. Anders

WOFSEY ROSEN KWESKIN &
KURIANSKY, LLP

600 Summer Street, 7th Fl.

Stamford, CT 06901

Tel: (203) 327-2300

Fax: (203) 967-9273

Firm Juris No.: 068550

lbraman@wrkk.com

nanders@wrkk.com