

AMENDED WR1

DOCKET NO. WR-- WR-4553 Sub 0

FILING FEE RECEIVED _____

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO CHARGE FOR WATER AND/OR SEWER SERVICE AND FOR APPROVAL OF RATES FOR APARTMENT COMPLEXES AND MANUFACTURED HOME PARKS

INSTRUCTIONS

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable".

APPLICANT

1. Name of owner Gateway at Charlotte Park, LLC
2. Business mailing address of owner c/o Brown Investment Properties, PO Box 930
City and state Greensboro, NC Zip code 27402
3. Business telephone number 336-379-8771 Business fax number 336-274-9305
4. Business email address lsamson@bipinc.com

PROPOSED UTILITY SERVICE AREA

5. Name of Apartment Complex or Manufactured Home Park The Leo Loso
6. County (or counties) Mecklenburg County
7. Type of Service (Water and/or Sewer) water and sewer
8. Supplier of purchased water City of Charlotte
9. Supplier of purchased sewage treatment City of Charlotte
10. Number of customers - Water 284 Sewer 284 10 Current Customers
11. Number of customers that can be served (including present customers, vacant units or lots, etc.):
Water 284 Sewer 284
12. For manufactured home parks, are all lots to be served owned by the Applicant? (yes or no) N/A

PROPOSED RATES

NCUC Calculation Worksheet attached

(Amount Applicant Proposes to Charge)

13. Water usage rate (not to exceed supplier's unit consumption rate): \$2.71
14. Sewer usage rate (not to exceed supplier's unit consumption rate): \$7.57
15. Are the usage rates listed above per ccf or per 1,000 gallons? Per 1000 Gallons
16. Monthly administrative fee: 3.75(billing) + \$.29(water) + \$1.77(sewer) = \$5.81
(NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier.)
17. Bills past due 25 days after billing date (NCUC Rule R18-7(d) specifies that bills shall not be past due less than twenty-five (25) days after billing date).

PERSONS TO CONTACT

- | | <u>NAME</u> | <u>ADDRESS</u> | <u>TELEPHONE</u> |
|---|-------------------------------|---|---------------------|
| 18. Management Company | <u>Lorie Samson</u> | <u>Brown Investment Properties, Inc.
PO Box 930, Greensboro, NC 27402</u> | <u>336-379-8771</u> |
| 19. Complaints or Billing | <u>Nat'l Exemption Svc</u> | <u>604 Packard Ct, Safety Harbor FL 34695</u> | <u>800-488-1748</u> |
| 20. Emergency Service | <u>Maintenance Supervisor</u> | | <u>704-236-5352</u> |
| 21. Filing and Payment of Regulatory Fees to Utilities Commission | <u>Ellen Fields</u> | <u>Brown Investment Properties, Inc.
PO Box 930, Greensboro, NC 27402</u> | <u>336-379-8771</u> |

For Registration Fredrick Smith

Register of Deeds

Mecklenburg County, NC

Electronically Recorded

2018 Dec 14 01:24 PM RE Excise Tax: \$ 20000.00

Book: 33170 Page: 801 Fee: \$ 26.00

Instrument Number: 2018154342

Fredrick Smith

OFFICIAL COPY

Mar 20 2024

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$20,000.00

Parcel Identifier Nos. 14528201 and 14528203

Verified by Mecklenburg County on the day of _____, 2018

Mail/Box to: GRANTEE

This instrument was prepared by: Jeff Dunham, Tuggle, Duggins, PA

Brief description for the Index: Un-subdivided 2.414 +/- acre parcel and 15.261 +/- acre parcel with metes and bounds legal descriptions.THIS DEED made this 10 day of December, 2018 by and between

GRANTOR	GRANTEE
Charlotte Residential LLC, a Florida limited liability company	Gateway at Charlotte Park, LLC a Florida limited liability company
Mailing Address: 817 S. University Dr. Plantation, FL 33324	Mailing Address: 2875 N.E. 191st Street Suite 801, Aventura, FL 33180

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in Mecklenburg County, North Carolina and more particularly described as follows:

See the legal description attached as Exhibit A

submitted electronically by "Moss Woods PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Mecklenburg County Register of Deeds.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 33170 Pages 516.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

Maps showing the above described property are recorded in N/A.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Any and all valid and enforceable restrictions, conditions and covenants of record and the lien of ad valorem taxes.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Charlotte Residential, LLC
a Florida limited liability company

By: [Signature] (SEAL)
Dan Cohen, Manager

New York New York
STATE OF ~~FLORIDA~~, COUNTY OF ~~LEE~~

I, Deidra M. Gorgos, a Notary Public of said County and State, certify that Dan Cohen, personally came before me this day and acknowledged he is the Manager of Charlotte Residential, LLC, and that he, as said Manager, being authorized to do so, executed the foregoing instrument on behalf of said entity.

WITNESS my hand and official seal this the 5 day of December, 2018.

Deidra M. Gorgos
Notary Public

My Commission Expires: June 4, 2022

Deidra M. Gorgos
Notary Public, State of New York
No. 01GO6376177
Qualified In New York County
Commission Expires June 04, 2022

Exhibit A
Legal Description

TRACT I:

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO GET TO THE POINT AND PLACE OF BEGINNING COMMENCE AT AN EXISTING CONCRETE MONUMENT LOCATED AT THE POINT OF INTERSECTION OF THE SOUTHERLY MARGIN OF PRESSLEY ROAD WITH THE EASTERLY MARGIN OF CHARLOTTE PARK DRIVE AS SHOWN ON MAP THEREOF RECORDED IN MAP BOOK 19 AT PAGE 613 IN THE MECKLENBURG COUNTY PUBLIC REGISTRY (EACH AS EXTENDED TO FORM SAID POINT OF INTERSECTION), AND RUNNING THENCE WITH THE MARGIN OF CHARLOTTE PARK DRIVE S. 38-09-10 W. 245.03 FEET TO AN EXISTING NAIL, THE POINT OR PLACE OF BEGINNING; AND RUNNING THENCE FROM SAID BEGINNING POINT S. 51-51-41 E. 480.02 FEET TO A NEW IRON ROD; THENCE S 72-26-56 E 147.77 FEET TO AN EXISTING IRON ROD LOCATED IN THE WESTERLY MARGIN OF INTERSTATE 77; THENCE WITH THE AFORESAID RIGHT-OF-WAY MARGIN WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 878.93 FEET (CHORD BEARING AND DISTANCE S. 17-25-32 W. 67.70 FEET) AN ARC DISTANCE OF 67.71 FEET TO AN EXISTING IRON ROD; THENCE LEAVING SAID INTERSTATE 77 RIGHT OF WAY N 88-28-22 W. 390.51 FEET TO AN EXISTING IRON ROD LOCATED IN THE WESTERN MARGIN OF THE AFORESAID CHARLOTTE PARK DRIVE; THENCE WITH SAID RIGHT-OF-WAY MARGIN FIVE COURSES AND DISTANCES AS FOLLOWS: (1) WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 420.00 FEET (CHORD BEARING AND DISTANCE N. 35-15-24 W. 148.25 FEET) AN ARC DISTANCE OF 149.02 FEET TO AN EXISTING NAIL; 2) THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 264.83 FEET (CHORD BEARING AND DISTANCE N. 38-51-24 W. 55.98 FEET) AN ARC DISTANCE OF 56.09 FEET TO AN EXISTING IRON ROD; (3) N. 32-43-03 W. 17.24 FEET TO AN EXISTING IRON ROD; (4) THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 172.42 FEET (CHORD BEARING AND DISTANCE N. 02-41-12 E. 200.47 FEET) AN ARC DISTANCE OF 213.93 FEET TO AN EXISTING NAIL; AND (5) N. 38-09-10 E. 20.21 FEET TO THE POINT OR PLACE OF BEGINNING, CONTAINING 105,139 SQUARE FEET OR 2.414 ACRES, MORE OR LESS, ALL AS SHOWN ON A SURVEY AS PREPARED BY R.B. PHARR & ASSOCIATES, P. A. DATED NOVEMBER 20, 2006.

TRACT II:

LYING AND BEING IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON ROD LOCATED IN THE SOUTHEASTERN MOST CORNER OF THE PROPERTY DEPICTED AS YORKWOOD ROAD ON A MAP THEREOF RECORDED IN MAP BOOK 4, AT PAGE 201 IN THE MECKLENBURG COUNTY PUBLIC REGISTRY AND RUNNING THENCE FROM SAID BEGINNING POINT WITH THE EASTERN MARGIN OF THE AFORESAID YORKWOOD ROAD N. 38-04-47 E. 731.34 FEET TO AN EXISTING NAIL; THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET (CHORD BEARING AND DISTANCE N. 82-45-32 E. 42.01 FEET) AN ARC DISTANCE OF 46.54 FEET TO AN EXISTING IRON ROD LOCATED IN THE SOUTHERLY MARGIN OF PRESSLEY ROAD; THENCE WITH THE AFORESAID RIGHT-OF-WAY MARGIN S. 52-00-03 E. 427.90 FEET TO AN EXISTING IRON ROD; THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET (CHORD BEARING AND DISTANCE S. 6-54-04 E. 44.79 FEET) AN ARC DISTANCE OF 50.57 FEET TO AN EXISTING IRON ROD LOCATED IN THE WESTERLY MARGIN OF CHARLOTTE PARK DRIVE AS THE SAME IS SHOWN ON A MAP THEREOF RECORDED IN MAP BOOK 19 AT PAGE 613 IN THE AFORESAID PUBLIC REGISTRY; THENCE WITH FIVE LINES OF THE AFORESAID RIGHT-OF-WAY MARGIN; (1) S. 38-09-10 W. 275.24 FEET TO AN EXISTING NAIL; (2) THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 232.42 FEET (CHORD BEARING AND DISTANCE S. 02-36-52 W. 270.33 FEET) AN ARC DISTANCE OF 288.50 FEET TO AN EXISTING NAIL; (3) THENCE S. 32-52-07 E. 102.07 FEET TO AN EXISTING NAIL; (4) THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET (CHORD BEARING AND DISTANCE S. 3-12-04 E. 223.31 FEET) AN ARC DISTANCE OF 233.67 FEET TO AN A NEW IRON ROD; AND (5) THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 80.00 FEET (CHORD BEARING AND DISTANCE S. 8-57-30 E. 92.93 FEET) AN ARC DISTANCE OF 99.16 FEET TO AN EXISTING NAIL; THENCE LEAVING CHARLOTTE PARK DRIVE AT ITS SOUTHERLY TERMINUS AND RUNNING WITH THE WESTERLY MARGIN OF A PRIVATE DRIVE S. 31-02-50 W. 236.97 FEET TO AN EXISTING IRON PIPE; THENCE

WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET (CHORD BEARING AND DISTANCE S. 58-33-11 W. 69.28 FEET) AN ARC DISTANCE OF 72.01 FEET TO AN EXISTING IRON ROD; THENCE WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET (CHORD BEARING AND DISTANCE S. 45-49-55 W. 71.04 FEET) AN ARC DISTANCE OF 77.23 FEET TO AN EXISTING IRON ROD; THENCE N. 85-58-51 W. 5.11 FEET TO AN EXISTING IRON ROD LOCATED ON THE EASTERLY MARGIN OF A 200' RIGHT-OF-WAY OF SOUTHERN RAILWAY COMPANY; THENCE WITH THE SAID RIGHT-OF-WAY MARGIN WITH THE ARC OF A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 3,919.83 FEET (CHORD BEARING AND DISTANCE N. 32- 47-26 W, 550.82 FEET) AN ARC DISTANCE OF 551.27 FEET TO AN EXISTING IRON PIPE; THENCE LEAVING THE AFORESAID RIGHT-OF-WAY MARGIN S. 80-31-44 E. 49.92 FEET TO AN EXISTING IRON ROD IN THE SOUTHEASTERN CORNER OF THE PROPERTY OF CHARTER PROPERTIES, INC. AS SAME IS SHOWN ON DEED RECORDED IN BOOK 5136 AT PAGE 1 IN THE AFORESAID PUBLIC REGISTRY; THENCE N. 29-05-06 W. 511.94 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING 664,774 SQUARE FEET OR 15.261 ACRES, MORE OR LESS, ALL AS SHOWN ON A SURVEY PREPARED BY R.B. PHARR & ASSOCIATES, P.A. DATED NOVEMBER 20, 2006.

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made and entered into this 14th day of May, 2021
by and between Gateway at Charlotte Park, LLC ("Owner")
and National Exemption Service, LLC ("NES").

PARTIES

"NES"

National Exemption Service, LLC

"Owner"

Gateway at Charlotte Park, LLC**PROPERTY INFORMATION**

Property Name

~~Gateway at Charlotte Park~~ The Leo Lasso

No. of Units

284

Property Manager (if any)

Property Address

601 Pressley Road, Charlotte, NC 28217

Federal Employer Identification Number

83-1032805

Date Issued

January 21st, 2021

cbm

DS

JBp

For valuable consideration the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

I. Introduction. NES is an independent contractor engaged in the business of installing and servicing water, gas, and electric meters, and operating a billing service.

II. Monthly Billing and Reporting. NES shall provide monthly billing and reporting service as follows:

A. Billing Service. NES shall bill the Resident of each Unit ("Resident") on a monthly basis. Owner shall use every good faith effort to timely notify NES of all changes in Resident status caused by move-ins, move-outs and Resident transfers, etc.

Metered Charges. NES shall read each Unit's meter and bill the Resident of each Unit the following charges: Water/Sewer.

B. Reporting Service. NES shall furnish to Owner a monthly composite report of individual Unit charges. NES may provide such services via email, website, or U.S. Mail.

C. Collection Service. Resident payments are to be made at the management office of the Property. NES shall

invoice Owner monthly for the Customer Billing Service. Interest at the rate of 1.5% per month, 18% per annum, will be added to invoices outstanding more than thirty (30) days.

D. NES-Provided Replacement Plan. Under the terms of NES' Replacement Plan ("Replacement Plan"), NES will ship to Owner free replacement parts for any Equipment found to be defective, if said Equipment was purchased by Owner from NES and is commercially available. The Replacement Plan is not applicable to non-covered events, which include, but are not limited to, vandalism, theft, removal of or damage to the Equipment, either intentional or accidental. NES shall perform Equipment repair or replacement needed as the result of a non-covered event at the Owner's expense. The Replacement Plan applies to the Equipment only, and does not cover any plumbing pipes, fittings, fixtures, or items damaged as the result of defective Equipment. If the Equipment is no longer being manufactured, or upgrades to the Equipment are needed before replacement parts can be used, Owner is responsible for the cost of any required upgrades. The Replacement Plan provided by NES shall be effective only for 60 months from the date hereof, and Replacement Plan will be automatically voided upon sale of Property, or receipt of notice of termination or non-renewal of this Agreement.

III. Customer Billing Fee. NES shall be paid a fee of Three and 75/100 dollars (\$3.75), per Unit, per month, added to a Resident's bill, where lawful ("Customer Billing Fee"). The Customer Billing Fee shall be subject to annual increases tied to the Consumer Price Index (The All-Urban Consumer U.S. City Average, All Items, 1982-84 = 100).

A. Ancillary Services. Any other ancillary services, such as refuse, cable, rent, etc., can be added at any time for an additional twenty-five cents (\$0.25) per Unit, per month, per ancillary service added to the Customer Billing Fee.

B. Data Acquisition, Storage and Hosting. NES shall be paid a fee of Twenty Five and 00/100 dollars (\$25.00), per month, for Data Acquisition, Storage and Hosting fee ("DASH").

IV. Equipment (Miscellaneous). During the term of this Agreement, Owner must have or provide in good working order any fixtures, tests, or devices, at Owner's, expense that may be required by law or to facilitate the reading of the meters.

V. Term. This Agreement shall become effective on the date hereof and shall be for a term of Sixty (60) months, unless otherwise terminated as provided in this Agreement. The Term of this Agreement shall commence with the first Billing Service performed by NES. This Agreement shall be automatically renewed for succeeding terms of Twelve (12) months unless Owner or NES provides a termination notice received by the other party Sixty (60) days prior to this Agreement's expiration. This termination notice must be delivered to the other party via email, courier service, or sent by U.S. Postal Service certified mail, with return receipt requested.

INDEPENDENT TERMS AND PROVISIONS

VI. Independent Terms and Provisions. The terms and provisions enumerated in this section shall be construed as independent of other term or provisions in this Agreement or any other agreement which the parties may have, fully performed and not executory, and the existence of any claim or cause of action by Owner against NES, whether predicated upon another term or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by NES of any other term or provision. The following terms and provisions shall be subject to this section: Equipment Installation, Monthly Billing and Reporting, Collection Service, Maintenance of Meters, Exclusive Right, and the Agreement.

A. Independent Contractor. NES is an independent contractor to the Owner for the operation of a submetering system at the Property, and as such, Owner understands it may not exercise any control over NES, its employees, or contractors with regard to NES' policies for handling Resident affairs as long as it doesn't adversely affect the operation of the property.

B. Interruption of Service. State laws specifically prohibit Owner or NES from either having the authority to or the right to request, cause, or require certain interruptions of service to any Resident. Owner will be responsible for compliance and filing obligations required by all such laws.

C. Exclusive Right. NES shall have the sole right to provide billing service to the Property for the full term of this Agreement absent termination as provided for herein.

D. Postage, Shipping/Handling. Postage and Shipping/Handling is additional and added at the prevailing rate.

E. Irrevocable License. Owner hereby grants NES the irrevocable license to enter the Property at reasonable times as necessary, for as long as this Agreement is in effect.

F. Indemnification Agreements. Any damage to the Equipment caused by Resident, Owner, its employees, agents or contractors shall be repaired by Owner at its expense. If Equipment is not repaired in thirty (30) days, NES shall make such repairs and Owner shall pay a reasonable amount to NES for its time and materials in effecting such repairs.

G. Service Limitations. NES assumes no responsibility for, and shall not be liable for, any interruption of service to the Property arising from acts of God, labor disputes, civil insurrection, vandalism, or other acts beyond NES' control. NES shall not be liable for any interruption of service to the Property arising from an action of any governmental agency.

H. Property Access. NES shall use good faith efforts to minimize interference with Residents' use of Property. Upon reasonable notice, Owner shall provide an employee or another authorized person to accompany NES, its employees, or contractors, into any Unit, and take such reasonable steps to assure clear access to desired locations as NES, its employees, or contractors deem necessary.

I. Equipment Ownership and Option to Purchase. All Equipment supplied by NES is initially the personal property of NES. Upon payment in full, all Equipment shall become the property of Owner. In the event this Agreement is disavowed, as provided for by law, Owner, as the case may be shall immediately pay the unpaid portion of the Contract Price, and failure to pay shall entitle NES to exercise any and all remedies outlined in this Agreement. NES shall have and may exercise after demand any and all the rights and the remedies granted to a secured party upon default under the Uniform Commercial Code as in force in the State of Florida on the date hereof.

J. Removal of Equipment. Upon termination of this Agreement, for any reason, unless Owner purchases Equipment, NES shall deactivate, at its expense, all of the Equipment in any practical manner, and may, within ninety (90) days after termination of this Agreement, remove all of the Equipment from the Property, at NES option and expense. Once Owner pays the amounts set forth in this Agreement and the Equipment shall be the property of the Owner and NES shall not remove the same without Owner's written consent.

1. If NES fails to remove the Equipment from the Property within the ninety (90) days, NES shall have forfeited all right, title, and interest in and to Equipment. Owner may retain the Equipment, free and clear of all right, title, or interest of NES, or dispose of the Equipment, at Owner's option, without notice to, or consent of, NES.

2. If NES exercises its option to remove the Equipment, NES shall restore proper connections where Equipment is removed.

K. Non-Waiver. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants in this Agreement shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default.

L. Default/Attorney Fees. In the event any disputes between Owner and NES arising out of the Agreement should result in litigation, including appeals, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorney fees, from the non-prevailing party.

1. If NES defaults in making any payment to Owner hereunder when due, and if NES fails to cure such default within twenty (20) days after Owner gives written notice to NES of such default, then Owner may terminate this Agreement at any time by giving written notice of termination to NES.

2. If Owner defaults in making any payment to NES hereunder when due, and if Owner fails to cure such default within twenty (20) days after NES gives written notice to Owner of such default with a copy to the Owner and the Owner fails to cure any default as required under Section VI, L 3 below, then NES may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting NES in the exercise of any right or remedy which NES may have by reason of such default or breach:

a. Terminate this Agreement as to the Owner, and in such event, NES shall be entitled to recover from the Owner, as the case may be, all damages incurred by NES by reason of Owner's default, including accrued Customer Billing Fees, unpaid portions of the Purchase Price, and reasonable attorney's fees.

b. In the event the Contract Price has not been paid in full, recover possession of the Equipment within ninety (90) days following NES termination of this Agreement as to the defaulting Owner, as the case may be.

c. Declare the Customer Billing Fee and charges due by that defaulting Owner hereunder immediately due and payable, and thereupon the Customer Billing Fee and all fixed charges to the end of the term shall thereupon be accelerated, and NES may, at once, take action to collect the same by distress or otherwise.

d. Pursue any other remedy now or hereafter available to NES under state or federal laws or judicial decisions.

3. If the Owner fails to cure any default as set forth in Section VI, L 2 above, or if the Owner fails to cure a default of its failure to timely pay NES any payment to NES hereunder when due then, within twenty (20) days after NES gives written notice to Owner of such default, then NES may terminate this Agreement as to future services at any time by giving written notice of termination to Owner. Termination of this Agreement under this Section does not alter the right and obligations of the parties pursuant to this Agreement prior to such termination.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any fee or other monetary obligation due to NES hereunder or of any damages accruing to NES by reason of the violation of any of the terms, provisions and covenants herein contained. NES' acceptance of delinquent fees due hereunder shall not be construed as NES' waiver of such event of default. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. Unpaid installments of the Contract Price, Customer Billing Fee or other unpaid monetary obligations of the Owner under the terms hereof shall bear interest from the date due at the highest rate allowed by law.

M. Changes in Ownership or Management. Owner agrees that it will notify NES within twenty (20) days from knowledge of the actual or likely transfer of any management, control, legal or beneficial ownership, bankruptcy, liquidation, foreclosure, or other action affecting the ownership of the Property. Owner agrees that failure to provide such notice shall cause it to be liable for any damages permitted under this Agreement even if such liability would otherwise be transferred or assigned to a subsequent third party.

N. Notices. Any communication, other than normal monthly reports and checks from NES to Owner, required or permitted under this Agreement shall be made in writing, and as elected by the party giving the Notice, delivered personally by messenger, courier service, Federal Express or other reputable overnight courier, or sent by U.S. Postal Service certified mail, with return receipt requested, as follows:

a) In the case of Owner, address to:

Gateway at Charlotte Park
440 W. Market St.

Cary, NC 27513

Attention: Peter Picentino

b) In the case of NES, address to:

National Exemption Service, LLC

604 Packard Court, Suite A

Safety Harbor, FL 34695

Attention: Gerald P. Baker, President

An address is required for the Notices. If these fields are left blank, NES shall use the Property Name and address as the default".

O. Construction. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be against the drafting party shall not be employed in the interpretation or construction of this Agreement or any amendments hereto.

P. Miscellaneous.

1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.
2. Entire Agreement. This Agreement and any attached Exhibits, which are by this reference incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire written or oral understandings. Please note all fees are subject to change without notice.
3. Governing Law. This Agreement shall be construed and interpreted in accordance with, shall be governed by, and shall be enforced in all respects according to the laws of the State of Florida. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to state court proceedings arising from this Agreement, and the Middle District of Florida (Tampa Division) for federal district court proceedings arising from this Agreement, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to state court proceedings arising from this Agreement, and the Middle District of Florida (Tampa Division) for federal district court proceedings arising from this Agreement. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
4. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date stated above.

WITNESSES:

Colleen Muhrlin

National Exemption Service, LLC

DocuSigned by:

5/14/2021

By:

Jerry Baker President


E042FDF0DBAD4BF...

Gerald P. Baker, President

WITNESSES:



Owner

By:  , agent for Gateway at Charlotte Park, LLC

Print:

Chester Brown

Its:

Agent

OFFICIAL COPY

Mar 20 2024