

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
26CV001244-440

FUSE 10, LLC,

Plaintiff,

v.

CEDARS LODGE & SPA, L.L.C. and
719NOMAIN LLC,

Defendants.

BAKER CONCRETE CONSTRUCTION,
INC.'S PROOF OF CLAIM

Pursuant to N.C. Gen. Stat. § 44A-13, § 1-507.42(f)(7), Non-Party Creditor Baker Concrete Construction, Inc., files the following Proof of Claim with the Receiver for Cedars Lodge & Spa, L.L.C. and 719NOMAIN LLC to perfect its claim of lien on real property and notice of claim of lien upon funds. In support of its proof of claim, Baker Concrete Construction, Inc. shows unto this Court and Receiver as follows:

1. Baker Concrete Construction, Inc. (“Baker”) is an Ohio corporation authorized to do business under the laws of North Carolina.

2. Cedars Lodge & Spa, L.L.C. is a limited liability company organized under the laws of North Carolina with its principal place of business in Hendersonville, North Carolina.

3. 719NOMAIN LLC is a limited liability company organized under the laws of North Carolina with its principal place of business in Hendersonville, North Carolina.

4. A Limited Receiver was appointed over Cedars Lodge & Spa, L.L.C. and 719NOMAIN LLC on June 24, 2026.

5. Baker is in the business of commercial concrete construction.

6. Defendant Cedars Lodge & Spa, L.L.C. is the owner of real property located at 227 7th Ave W, Henderson, NC 28791 (the “Property”).

7. Upon information and belief, Cedars Lodge & Spa, L.L.C. contracted with Turner Construction Company (“Turner”), as general contractor, for construction or improvement of the Property.

8. In turn, Turner entered into a subcontract with Baker, as first-tier subcontractor, for Baker to provide all labor, equipment, and materials to perform the concrete package for the Property.

9. Between April 1, 2024, and March 19, 2026, Baker diligently performed work to the Property, providing the necessary labor, equipment, and materials.

10. Baker's last day of furnishing work and/or materials was March 19, 2026.

11. Baker is owed the amount of Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00) for labor, equipment, and materials.

12. On April 17, 2026, Baker filed a Claim of Lien against the Property owned by Cedars Lodge & Spa, L.L.C., Henderson County File No. 26M000110-440, pursuant to N.C. Gen. Stat. § 44A-8, along with a Notice of Claim of Lien Upon Funds, pursuant to N.C. Gen. Stat. §§ 44A-18 and 44A-19. A true and accurate copy of the lien is attached hereto as by **Exhibit A** and incorporated by reference.

13. Baker properly served Turner and Cedars Lodge & Spa, L.L.C. with a copy of the Claim of Lien and Notice of Claim of Lien Upon Funds.

14. Baker's materials, services, and/or supplies were used to improve the Property.

15. The Property has been placed in receivership.

16. Pursuant to N.C. Gen. Stat. § 44A-13(a), if the "title to the real property against which the claim of lien on real property is asserted is by law vested in a receiver . . . the claim of lien on real property shall be enforced in accordance with the orders of the court having jurisdiction over said real property. The filing of a proof of claim with a receiver or in bankruptcy and the filing of a notice of *lis pendens* in each county where the real property subject to the claim of lien on real property is located within the time required by this section satisfies the requirement for the commencement of a civil action."

17. Neither the Court nor the Receiver have established a process for the filing and handling proof of claims for the property under Receivership.

18. Therefore, Baker files this Proof of Claim to maintain and continue the perfection of its Claim of Lien on Real Property and Notice of Claim of Lien Upon Funds over receivership property and satisfy the requirement for the commencement of a civil action.

19. Baker filed a Notice of *Lis Pendens* on August 10, 2026, Henderson County File No. 26M000225-440. A true and accurate copy of the *Lis Pendens* is attached hereto as **Exhibit B**.

20. Baker files this Proof of Claim pursuant to N.C. Gen. Stat. § 44A-13(a) instead of filing a separate action to enforce its Claim of Lien on Real Property and Notice of Claim of Lien Upon Funds.

21. By filing this Proof of Claim, Baker hereby gives the Receiver, Cedars Lodge & Spa, L.L.C., and 719NOMAIN LLC notice of the following claims Baker has against Cedars Lodge & Spa, L.L.C.

FIRST CAUSE OF ACTION
Enforcement of Claim of Lien on Real Property

22. The allegations in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

23. Baker provided labor, equipment, and materials to the Property pursuant to a subcontract with Turner.

24. On or about April 1, 2024, Baker first provided labor, equipment, and/or materials to improve the Property.

25. On or about March 19, 2026, Baker last provided labor, equipment, and/or materials to improve the Property.

26. Baker has not been paid all amounts due for the labor, equipment, and/or materials provided to improve the Property.

27. On April 17, 2026, Baker timely filed a Claim of Lien against Cedars Lodge & Spa, L.L.C., which is within 120 days from the last date on which Baker furnished labor, equipment, or materials to improve the Property.

28. Baker files this Proof of Claim within 180 days from the last date on which Baker furnished labor, equipment, or materials to improve the Property.

29. At the time of filing the Claim of Lien on Real Property, Cedars Lodge & Spa, L.L.C. was the owner of the Property, and is the owner of the Property as of the filing of this Proof of Claim.

30. Subject to the provisions of Chapter 44A of the North Carolina General Statutes, Baker is entitled to enforce its lien rights against Cedars Lodge & Spa, L.L.C., the owner of Property, Property with priority as of April 1, 2024.

31. As a result of the Claim of Lien, Baker is entitled to a perfected security interest in the Property in the amount of Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00).

SECOND CAUSE OF ACTION
Claim of Lien Upon Funds

32. The allegations in the preceding paragraphs are realleged and incorporated by reference herein to the extent not inconsistent with those contained in this Cause of Action.

33. Baker provided labor, equipment, and materials for the improvement of the Property pursuant to a subcontract with Turner.

34. Baker has not been paid in full for the labor, equipment, or materials provided for improvement of the Property.

35. Baker served by United Parcel Service, a Notice of Claim of Lien Upon Funds, pursuant to Chapter 44A of the North Carolina General Statutes, on Turner and Cedars Lodge & Spa, L.L.C. on April 17, 2026. A true and accurate copy of the Notice of Claim of Lien Upon Funds is attached to the Claim of Lien on Real Property attached hereto as Exhibit A.

36. Cedars Lodge & Spa, L.L.C. actually received the Notice of Claim of Lien Upon Funds on April 20, 2026. Attached hereto as **Exhibit C** is a true and accurate copy of UPS Proof of Delivery, Tracking No. **1Z118Y4FA498685909** evidencing delivery upon the Cedars Lodge & Spa, L.L.C. at its registered office address.

37. Turner actually received the Notice of Claim of Lien Upon Funds on April 20, 2026. Attached hereto as **Exhibit D** is a true and accurate copy of UPS Proof of Delivery, Tracking No. **1Z118Y4FA492227076** evidencing delivery upon Turner at its registered office address.

38. Upon information and belief, Cedars Lodge & Spa, L.L.C., after receiving Baker's Notice of Claim of Lien Upon Funds, made a payment directly to Turner for Baker's labor, equipment, and materials.

39. To the extent Cedars Lodge & Spa, L.L.C. made payments to Turner over and in violation of the Notice of Claim of Lien Upon Funds, the Owner shall be personally liable to Baker, and Baker is entitled to obtain from Cedars Lodge & Spa, L.L.C. any and all such amounts improperly paid, pursuant to Chapter 44A of the North Carolina General Statutes, up to the amount of the lien or **Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00)**.

WHEREFORE, non-party creditor Baker Concrete Construction, Inc. submits this Proof of Claim and respectfully prays the Court and Receiver for the following relief:

1. That its claim against Cedars Lodge & Spa, L.L.C. be allowed in the amount of Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00), plus interest, costs, and reasonable attorneys' fees as allowed by law;

2. That its claim be secured by the real property identified in the Claim of Lien dating back to April 1, 2024, and that such property be sold pursuant to the provision of N.C. Gen. Stat. § 44A and that the proceeds of said sale be applied to Baker's claim;

3. That it have and recover from Cedars Lodge & Spa, L.L.C. the amount of any payments made over and in violation of the Notice of Claim of Lien on Funds; and

4. For such other and further relief as this Court deems just and proper.

This is the 10th day of August, 2026.

HAYNSWORTH SINKLER BOYD, P.A.

/s/Todd A. Jones

Todd A. Jones, NCSB #25593

Lindsey E. Powell, NCSB #39993

P.O. Box 20248

Raleigh, NC 27619

Phone: (919) 277-2541

Facsimile: (919) 277-2544

tjones@hsblawfirm.com

lpowell@hsblawfirm.com

Attorneys for Baker Concrete Construction, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 10th day of August, 2026, the foregoing **PROOF OF CLAIM** was electronically filed with the North Carolina Business Court and the Clerk of Superior Court of Henderson County through the North Carolina eCourts electronic filing system, as required by the applicable rules.

The undersigned further certifies that the foregoing **PROOF OF CLAIM** was electronically served upon all parties of record registered to receive electronic service through the Court's electronic filing system. Notice of the filing and service was transmitted electronically through the Court's electronic filing system to all parties entitled to receive electronic service, pursuant to Rule 5 of the North Carolina Rules of Civil Procedure, Rule 3.9 of the North Carolina Business Court Rules, and all other applicable rules and procedures.

Electronic service was made upon the following counsel and parties of record:

William L. Esser IV

Counsel for Plaintiff

willesser@parkerpoe.com

Anna Gorman

Counsel for The Liberty Solution, LLC – Receiver

agorman@grierlaw.com

Michael Martinez

Counsel for The Liberty Solution, LLC – Receiver

mmartinez@grierlaw.com

Ryan L. Beaver

Counsel for Turner Construction Company

rbeaver@bradley.com

Edward L. Bleynat Jr.

Counsel for Brooke Haymaker – Interested Person

Counsel for Timothy Haymaker – Interested Person

Counsel for Jean Anne Mullen – Interested Person

ed@ashevillelitigators.com

Paul Fanning

Counsel for Cedars Lodge & Spa, L.L.C. – Defendant

PAF@wardandsmith.com

Eugene Rash

Counsel for Power Design, Inc. – Interested Person

gfrash@smithcurrie.com

Evan Musselwhite

Counsel for Cedars Lodge & Spa, L.L.C. – Defendant
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Lance Martin

Counsel for Cedars Lodge & Spa, L.L.C. – Defendant
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Matt Weiner

Counsel for Cedars Lodge and Spa EB-5 Funding, LLC – Interested Person
mweiner@poynerspruill.com

Robert Cox

Counsel for Tap 42 EB5 Funding II, LLC – Creditor
rcox@lawhssm.com

Stephen P. Agan

Counsel for Keith Halterman – Interested Person
Counsel for Debra Halterman – Interested Person
steve@hylerandagan.com

David Hilton

Counsel for RGC Rick Gilchrist Co., Inc. – Interested Person
David@HSMlawyers.com

This the 10th day of August, 2026.

This is the 10th day of August, 2026.

HAYNSWORTH SINKLER BOYD, P.A.

/s/Todd A. Jones

Todd A. Jones, NCSB #25593
Lindsey E. Powell, NCSB #39993
P.O. Box 20248
Raleigh, NC 27619
Phone: (919) 277-2541
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tjones@hsblawfirm.com
lpowell@hsblawfirm.com

Attorneys for Baker Concrete Construction, Inc.

EXHIBIT "A"

1 of 5

26M000110-440

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

HENDERSON COUNTY

CLAIM OF LIEN ON REAL PROPERTY

TAKE NOTICE that the undersigned lien claimant, **Baker Concrete Construction, Inc.**, being a first-tier subcontractor as defined by N.C.G.S. §44A-7, herewith claims a lien on the real property herein, pursuant to N.C.G.S. 44A-7, et seq., including but not limited to N.C.G.S. §§44A-12, as follows:

(1) Name and address of the person claiming the claim of lien on real property:

**Baker Concrete Construction, Inc.
11330 Bain School Road
Mint Hill, NC 28227**

(2) Name and address of the record owner of the real property claimed to be subject to the claim of lien on real property at the time the claim of lien on real property is filed and the party through whom the claim is made:

Cedars Lodge & Spa, L.L.C. 739 N Main Street Hendersonville, NC 28792	Cedars Lodge & Spa, L.L.C. 12685 N Bayshore Drive North Miami, FL 33181
--	--

(3) Description of the real property upon which the claim of lien on real property is claimed:

All of that real property commonly known as Fairmont at the Cedars 227 7th Ave W, Hendersonville, NC 28791, and legally described in Deed Book 3640, Page 512 of the Henderson County Registry.

(4) Name and address of the person with whom the claimant contracted for the furnishing of labor or materials:

Turner Construction Company Attn: Officer, Director, or Managing Agent 4601 Park Road, Suite 601 Charlotte, NC 28209	Turner Construction Company Attn: CT Corporation, Registered Agent 160 Mine Lake Ct, Ste 200 Raleigh, NC 27615-6417
---	--

(5) Date upon which labor or materials were first furnished upon said property by the claimant:

April 1, 2024

(5a) Date upon which labor or materials were last furnished upon said property by the claimant:

March 19, 2026

EXHIBIT "A"

2 of 5

(6) General description of the labor performed or materials furnished and the amount claimed therefor:

Baker Concrete Construction, Inc. contracted with Turner Construction Company to provide all labor, equipment, and materials to perform the concrete package for the project and is owed the total sum of Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00), which includes unpaid contract balances, pending change order requests, unbilled amounts, and retainage that has not been released.

Baker Concrete Construction, Inc. seeks recovery of all sums owed, together with all applicable interest, costs, and attorney's fees pursuant to the laws of North Carolina.

I hereby certify that I have served the parties listed in (2) above in accordance with the requirements of G.S. §44A-11.

This the 17th day of April, 2026.

HAYNSWORTH, SINKLER, BOYD, P.A.

By: /s/Todd A. Jones

Todd A. Jones, NCSB #25593

Lindsey E. Powell, NCSB # 39993

Post Office Box 20248

Raleigh, North Carolina 27619

Voice: 919-277-2541

Facsimile: 919-277-2544

tjones@hsblawfirm.com

lpowell@hsblawfirm.com

Attorneys for Baker Concrete Construction, Inc.

Clerk of the Superior Court of Henderson County

By: _____

Filed this ____ day of _____, 2026.

EXHIBIT "A"

3 of 5

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

HENDERSON COUNTY

NOTICE OF CLAIM OF LIEN UPON FUNDS BY FIRST TIER SUBCONTRACTOR

To: **Cedars Lodge & Spa, L.L.C.**
Attn: Officer, Director, or Managing Agent
739 N Main Street
Hendersonville, NC 28792

Cedars Lodge & Spa, L.L.C.
Attn: Registered Agents, Inc.
4030 Wake Forest Road Ste 349
Raleigh, NC 27609

Cedars Lodge & Spa, L.L.C.
Attn: Officer, Director, or Managing Agent
12685 N Bayshore Drive
North Miami, FL 33181

Turner Construction Company
Attn: Officer, Director, or Managing Agent
4601 Park Road, Suite 601
Charlotte, NC 28209

Turner Construction Company
Attn: CT Corporation, Registered Agent
160 Mine Lake Ct, Ste 200
Raleigh, NC 27615-6417

TAKE NOTICE that **Baker Concrete Construction, Inc.** located at **11330 Bain School Road, Mint Hill, NC 28227**, herewith claims a lien upon funds, pursuant to N.C. Gen. Stat. §§ 44A-18 and 44A-19, as follows:

1. General description of real property where labor performed or material furnished:

All of that real property commonly known as Fairmont at the Cedars 227 7th Ave W, Hendersonville, NC 28791, and legally described in Deed Book 3640, Page 512 of the Henderson County Registry.

2. General description of the undersigned lien claimant's contract including the names of the parties thereto:

EXHIBIT "A"

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Baker Concrete Construction, Inc. contracted with Turner Construction Company to provide all labor, equipment, and materials to perform the concrete package on the Project.

3. The amount of lien upon funds claimed pursuant to the above-described contract:

Baker Concrete Construction, Inc. contracted with Turner Construction Company to provide all labor, equipment, and materials to perform the concrete package for the project and is owed the total sum of Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00), which includes unpaid contract balances, pending change order requests, unbilled amounts, and retainage that has not been released.

Baker Concrete Construction, Inc. seeks recovery of all sums owed, together with all applicable interest, costs, and attorney's fees pursuant to the laws of North Carolina.

4. The undersigned lien claimant gives notice of claim of lien upon funds pursuant to North Carolina law and claims all rights of subrogation to which he is entitled under Part 2 of Article 2 of Chapter 44A of the General Statutes of North Carolina.

This the 17th day of April, 2026.

HAYNSWORTH, SINKLER, BOYD, P.A.

By: /s/Todd A. Jones

Todd A. Jones, NCSB #25593

Lindsey E. Powell, NCSB # 39993

Post Office Box 20248

Raleigh, North Carolina 27619

Voice: 919-277-2541

Facsimile: 919-277-2544

tjones@hsblawfirm.com

lpowell@hsblawfirm.com

Attorneys for Baker Concrete Construction, Inc.

EXHIBIT "A"

5 of 5

CERTIFICATE OF SERVICE

The undersigned certifies that on this day a copy of the foregoing **Claim of Lien on Real Property** and **Notice of Claim of Lien Upon Funds** was served in accordance with the North Carolina Rules of Civil Procedure upon the parties to this action or upon all counsel of record as indicated below:

<u>VIA USPS FIRST CLASS MAIL AND UNITED PARCEL SERVICE, TRACKING NO.: 1Z118Y4FA490874451</u> Cedars Lodge & Spa, L.L.C. Attn: Officer, Director, or Managing Agent 739 N Main Street Hendersonville, NC 28792	<u>VIA USPS FIRST CLASS MAIL AND UNITED PARCEL SERVICE, TRACKING NO.: 1Z118Y4FA498685909</u> Cedars Lodge & Spa, L.L.C. Attn: Registered Agents, Inc. 4030 Wake Forest Road Ste 349 Raleigh, NC 27609
<u>VIA USPS FIRST CLASS MAIL AND UNITED PARCEL SERVICE, TRACKING NO.: 1Z118Y4FA497291112</u> Cedars Lodge & Spa, L.L.C. Attn: Officer, Director, or Managing Agent 12685 N Bayshore Drive North Miami, FL 33181	<u>VIA USPS FIRST CLASS MAIL AND UNITED PARCEL SERVICE, TRACKING NO.: 1Z118Y4FA493128467</u> Turner Construction Company Attn: Officer, Director, or Managing Agent 4601 Park Road, Suite 601 Charlotte, NC 28209
<u>VIA USPS FIRST CLASS MAIL AND UNITED PARCEL SERVICE, TRACKING NO.: 1Z118Y4FA492227076</u> Turner Construction Company Attn: CT Corporation, Registered Agent 160 Mine Lake Ct, Ste 200 Raleigh, NC 27615-6417	<u>VIA USPS FIRST CLASS MAIL AND UNITED PARCEL SERVICE, TRACKING NO.: 1Z118Y4FA498481129</u> Turner Construction Company Attn: Officer, Director, or Managing Agent 66 Hudson Boulevard East New York, NY 10001

This the 17th day of April, 2026.

HAYNSWORTH, SINKLER, BOYD, P.A.

/s/Todd A. Jones

Todd A. Jones, NCSB #25593

Lindsey E. Powell, NCSB # 39993

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Attorneys for Baker Concrete Construction, Inc.

EXHIBIT "B"

1 of 3

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

BEFORE THE CLERK

HENDERSON COUNTY

26M000225-440

BAKER CONCRETE CONSTRUCTION,
INC.,

Plaintiff,

v.

CEDARS LODGE & SPA, L.L.C.,

Defendant.

NOTICE OF LIS PENDENS

Plaintiff/Creditor, Baker Concrete Construction, Inc., hereby files this Notice of Lis Pendens and provides the following information concerning this Notice:

1. On May 29, 2026, an action was commenced in the General Court of Justice, Superior Court Division, Henderson County File No. 26CV001244-440 captioned Fuse 10, LLC v. Cedars Lodge & Spa, L.L.C. and 719NOMAIN LLC and designated to the North Carolina Business Court as a mandatory complex business case.

2. On June 24, 2026, the Court entered an order appointing a Limited Receiver over the assets of Defendants, including certain real property described herein.

3. Plaintiff/Creditor filed a Claim of Lien on Real Property and Notice of Claim of Lien Upon Funds in Henderson County, North Carolina, on or around April 17, 2026, Henderson County File No. 26M000110-440 pursuant to N.C. Gen. Stat. § 44A-8.

4. Plaintiff/Creditor intends to file a Proof of Claim in the above-referenced action, the purpose of which is to perfect the Claim of Lien upon certain real property located in Henderson County, as more fully described below, and to obtain a Judgment against Defendant to enforce said Claim of Lien.

5. Plaintiff/Creditor's claim alleges that, *inter alia*, Baker Concrete Construction, Inc. provided labor and materials to perform the concrete package for the project, owned by Defendant Cedars Lodge & Spa, L.L.C., and Cedars Lodge & Spa, L.L.C. owes Plaintiff/Creditor the sum of Seven Hundred Nine Thousand, Four Hundred Seventy-Six Dollars (\$709,476.00), plus interest, costs, and reasonable attorneys' fees as allowed by law. Upon information and belief, Defendant Cedars Lodge & Spa, L.L.C. is the present owner of the real property.

6. The property to which the materials, equipment, services, and/or labor furnished by Plaintiff/Creditor is described as follows:

EXHIBIT "B"

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All of that real property commonly known as Fairmont at the Cedars 227 7th Ave W, Hendersonville, NC 28791, and legally described in Deed Book 3670, Page 512 of the Henderson County Registry.

7. Plaintiff/Creditor files this Notice of *Lis Pendens* and forthcoming Proof of Claim to enforce and perfect said lien.

This is the 10th day of August, 2026.

HAYNSWORTH SINKLER BOYD, P.A.

/s/Todd A. Jones

Todd A. Jones, NCSB #25593

Lindsey E. Powell, NCSB #39993

P.O. Box 20248

Raleigh, NC 27619

Phone: (919) 277-2541

Facsimile: (919) 277-2544

tjones@hsblawfirm.com

lpowell@hsblawfirm.com

Attorneys for Baker Concrete Construction, Inc.

EXHIBIT "B"

3 of 3

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing NOTICE OF LIS PENDENS has this date been served upon all parties in this matter via UPS, signature required, properly addressed as follows:

VIA UPS – SIGNATURE REQUIRED

Tracking No.: 1Z118Y4F2492618975

Cedars Lodge & Spa, L.L.C.

Attn: Registered Agents Inc
4030 Wake Forest Road, Ste 349
Raleigh, NC 27609
Defendant

VIA UPS – SIGNATURE REQUIRED

Tracking No.: 1Z118Y4F2497736730

Cedars Lodge & Spa, L.L.C.

Attn: Officer, Director, or Managing Agent
739 N Main Street
Hendersonville, NC 28792
Defendant

VIA UPS – SIGNATURE REQUIRED

Tracking No.: 1Z118Y4F2492352181

The Liberty Solution, LLC - Receiver

Attn: Grier Wright Martinez, PA
521 E. Morehead Street, Ste 440
Charlotte, NC 28202
Counsel for Receiver

VIA UPS – SIGNATURE REQUIRED

Tracking No.: 1Z118Y4F2496072342

The Liberty Solution, LLC

1464 Center Park Drive
Charlotte, NC 28217
Receiver

This is the 10th day of August, 2026.

HAYNSWORTH SINKLER BOYD, P.A.

/s/Todd A. Jones

Todd A. Jones, NCSB #25593

Lindsey E. Powell, NCSB #39993

P.O. Box 20248

Raleigh, NC 27619

Phone: (919) 277-2541

Facsimile: (919) 277-2544

tjones@hsblawfirm.com

lpowell@hsblawfirm.com

Attorneys for Baker Concrete Construction, Inc.

EXHIBIT "C"
1 of 1

Proof of Delivery

Dear Customer,
This notice serves as proof of delivery for the shipment listed below.

Tracking Number
1Z118Y4FA498685909

Weight
0.20 LBS

Service
UPS Next Day Air Saver®

Shipped / Billed On
04/17/2026

Additional Information
Adult Signature Required

Delivered On
04/20/2026 9:35 A.M.

Delivered To
4030 WAKE FOREST RD
349
RALEIGH, NC, 27609, US

Received By
STOCKWELL


Delivery Location
Office

Reference Number(s)
48084.0003 BAKER/TURNER

Sincerely,
UPS
Tracking results provided by UPS: 04/20/2026 10:42 A.M. EST

EXHIBIT "D"
1 of 1

Proof of Delivery

Dear Customer,
This notice serves as proof of delivery for the shipment listed below.

Tracking Number
1Z118Y4FA492227076

Weight
0.20 LBS

Service
UPS Next Day Air Saver®

Shipped / Billed On
04/17/2026

Additional Information
Adult Signature Required

Delivered On
04/20/2026 10:12 A.M.

Delivered To
160 MINE LAKE CT
200
RALEIGH, NC, 27615, US

Received By
AYALA


Delivery Location
Office

Reference Number(s)
48084.0003 BAKER/TURNER

Sincerely,
UPS
Tracking results provided by UPS: 04/20/2026 10:45 A.M. EST