## GRAYROBINSON

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October 20, 2022

## VIA FEDEX

Blake N. Lunde, II, President Blake Construction Company of North Florida 618 SW Florida Gateway Dr. Lake City, FL 32024

Re: Ronnie Shuman, Revocable Living Trust FBO Cynthia Huskey, Beth Kuberka, Trustee 205 SW Madison Ct., Lake City, Florida 32024

Dear Mr. Lunde:

We have the pleasure of representing Beth Kuberka as Trustee of the Revocable Living Trust FBO Cynthia Huskey dated November 8, 2018 (the "Trust"), the owner of the property located at Lots 1 and 2 Westwind Estates, 205 SW Madison Ct., Lake City, FL 32024 (the "Property"). This letter is written pursuant to the construction contract between the Trust and Blake Construction Company of North Florida (the "Contractor"), dated as of July 28, 2021 and signed on August 5, 2021 pursuant to which the Contractor was engaged to construct a residence on the Property. This letter shall serve as notice of the termination of the Contractor under the above-referenced contract.

This termination is for cause based on the numerous defaults of Contractor under the subject contract, including, but not limited to, the following:

- Under paragraph 9 of the contract, Contractor was to substantially complete all work within 180 days after pouring of the slab of the building. That deadline passed months ago and the Contractor still has not achieved substantial completion of the work.
- Contractor has performed defective work as documented in an inspector report by Brucker Home Inspectors, LLC dated October 13, 2022, including without limitation defective siding work, defective window installation, defective door installation, and defective gate column support pad installation, all of which have been documented and all of which Contractor has failed and refused to correct.
- Contractor has sabotaged its own work by disconnecting the electrical power and otherwise
  actively preventing the installation of the electric meter for the home in an apparent attempt to
  coerce the Trust to make payment to Contractor. This conduct is outrageous and a gross breach
  of contract which alone warrants the Contractor's termination.

Contractor is directed to cancel all outstanding orders and to enter into no further orders pursuant to the contract. Contractor is directed to demobilize its equipment for the site and to cancel any and all rental equipment, including port-a-lets, dumpsters and similar equipment.

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The Trust reserves all rights in this matter, including without limitation the right to recover its excess costs to complete Contractor's work and to correct any defective work and other applicable damages, which are continuing in nature and which will be tabulated once the work is complete and all damages incurred can be ascertained and accounted for.

Contractor shall have no further contact with the Trust or its representatives. All further communications shall be directed in care of the undersigned.

Please be governed accordingly.

Very truly yours,

Reese J. Henderson, Jr.

RJH/mtd

cc: Beth Kuberka, Trustee (via email)

#48655795 v1



FOLD on this line and place in shipping pouch with bar code and delivery address visible

- 1. Fold the first printed page in half and use as the shipping label.
- Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
- 3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

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