

Exhibit J: Maple Tower Unit Delivery and Liquidated Damages

In addition to achieving the Project Substantial Completion Deadline set forth in Article 3.3.2 of the Construction Contract, the Contractor understands, acknowledges and agrees that the Contractor shall also achieve Substantial Completion of its Work under the Contract Documents and delivered to the Owner by Building Floor Phases, which shall consist generally of a set of apartment dwelling units in proximity to each other on the same floor, with each successive Phase being in proximity to the one scheduled for completion immediately prior to it.

Maple Tower - NTP anticipated date 07/01/26

Phase	Apartments	Construction Completion Calendar Days After Notice to Proceed	Days for GC to finish	Date Units Available for Lease
1	9th Floor (12 units)	110	110	10/19/2026
1	8th Floor (12 units)	124	110	11/2/2026
1	7th Floor (12 units)	138	110	11/16/2026
1 & 2	6th Floor (12 units)	234	110	2/20/2027
2	5th Floor (12 units)	262	110	3/20/2027
2	4th Floor (12 units)	290	110	4/17/2027
2 & 3	3rd Floor (17 units)	358	110	6/24/2027
3	2nd Floor (17 units)	372	110	7/8/2027
3	1st Floor (14 units)	414	110	8/19/2027
Basement & Exterior		426	110	8/30/2027

The Contractor acknowledges that it will be responsible for the construction of each Phase, as well as the overall planning, coordination and integration of the construction Work requested of the Contractor with respect to each Phase, so that each such Phase and the overall Project is integrated, completed, and coordinated in accordance with the Contract Documents.

The Contractor acknowledges and agrees that timely completion of the Work is the essence of the Contract Documents. Specifically, the Contractor acknowledges that the Owner will incur substantial damages if the dates for Substantial Completion of each Phase of the Work, all as set forth in the table above, and Project Substantial Completion are not met. Among other things, the Contractor acknowledges that in such events the Owner will incur additional financing costs (which in turn will reduce the Owner's equity in the Project), may be required to pay additional amounts to the Architect or other consultants and the Owner's own personnel for assistance on the Project and will suffer actual economic losses in the form of lost rental income and revenues, reduced equity, and operations costs that will not be recoverable by offsetting revenues from the Project's income.

Owner acknowledges the relocation of residents is their responsibility and dates and times set forth above assume Contractor will be provided an entire floor of vacant units. The Owner will work with the Contractor in order to complete the relocation as noted in each phase. Units must be turned over to the Contractor in reasonable condition, vacant, free of belongings and pests/bed bugs. If any units on the floor are not available due to fault of the Owner, Contractor shall provide written notice of unavailability to the Owner withing forty eight (48) hours, and if Owner agrees that unavailability is due to fault of the Owner, those days lost plus 1 day will be added onto the phase schedule above.

Because the exact amount of these damages cannot be readily ascertained as of the date of this Contract, and because both the Owner and Contractor desire certainty with respect to their rights and obligations in the event the Project is not completed by the aforementioned date(s), the parties agree that if the Contractor fails to achieve Substantial Completion of each Phase of the Work and/or Final Completion of the entire Work by the dates established therefor, the Contract Sum shall be reduced, as agreed and as liquidated damages, by the following amounts (which shall be cumulative and have been based on a reasonable approximation of the Owner's damages in the event of such failure by Contractor):

(1) Two Hundred Dollars (\$200.00) per calendar day that each Phase of the Work is not Substantially Complete beginning with the date established for Substantial Completion of each such Phase pursuant to table above, and continuing through the earlier of the date Substantial Completion of each such Phase is achieved or thirty (30) calendar

days after the date established for Substantial Completion of each such Phase of the Work, but excluding delays attributable to Excused Delays.

(2) One Thousand Dollars (\$1,000.00) per calendar day that each such Phase is not Substantially Complete beginning with the date that is thirty-one (31) calendar days after the date established for Substantial Completion of each such Phase pursuant to above, and continuing through the earlier of the date Substantial Completion of each such Phase is achieved or sixty (60) calendar days after the date established for Substantial Completion of each such Phase of the Work, but excluding delays attributable to Excused Delays.

(3) Two Thousand Dollars (\$2,000.00) per calendar day that each such Phase is not Substantially Complete beginning with the date that is sixty-one (61) calendar days after the date established for Substantial Completion of each such Phase pursuant to above, and continuing through the date Substantial Completion of such Phase is achieved, but excluding delays attributable to Excused Delays.

(4) Five Hundred Dollars (\$500.00) per calendar day for each such day that Project Substantial Completion is not achieved. The lesser of Liquidated Damages or Actual Damages shall be applied, but only with respect to Project Substantial Completion. All delays in achieving Substantial Completion of each Phase set forth in the above table shall be governed by Liquidated Damages set forth above, and not Actual Damages.

LABOR STANDARD PROVISION

All laborers and mechanics employed under this Contract in the construction of the project(s) involved will be paid unconditionally and not less weekly, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

The Contractor shall be fully responsible for the acts or omissions of its subcontractors and of the persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by Contractor. At all times throughout the Project, the Contractor is fully responsible for assuring each and every subcontractor performing work under this Contract pay its respective laborers and mechanics for such work the full amount of wages and bona fide fringe benefits under the correct prevailing wage rate for the work performed. The Contractor agrees to immediately notify the Owner if the Contractor or any subcontractor has not paid its respective laborers and mechanics for work under this Contract the full amount of wages and bona fide fringe benefits under the correct prevailing wage rate for the work performed. The Contractor further agrees to immediately notify the Owner if Contractor or subcontractor believes a general wage determination issued pursuant to 29 C.F.R. §1.5 is not available for work performed under this Contract. The Contractor shall insert the appropriate clause in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.