

| Distribution | SUBJECT | Date |
|--------------|---|------------|
| | STANDARD SUBCONTRACTOR AGREEMENT (SSCA) | 09-01-2014 |

PURPOSE: To evidence the agreement between the General Contractor and the subcontractor for labor and materials.

ISSUED BY: Construction Manager

PROCEDURE:

- 1) Decision is made by CM to employ a specific subcontractor
- 2) CM drafts contract and associated addendums.
- 3) CS types contract and associated addendums (4 copies).
- 4) CM approves contract, but does not sign.
- 5) CS files 4th copy in holding file and notes how other three copies were distributed.
- 6) Subcontractor signs three copies of contract and returns all copies to main office.
- 7) CM and DM sign original and two copies
- 8) CS distributes as follows:
 - a. Signed Original - Acco fasten in construction file in main office.
 - b. Signed Copies (2) - Job Site (1), Subcontractor (1)
 - c. Unsigned Copy - Give to CM
- 9) CM will indicate on draw schedule P.O.'s to be issued and provide any special language.
- 10) CS prepares purchase orders in accordance with draw schedule and enters P.O. information into P.O. Log book.
- 11) CS submits P.O., construction file, and page from P.O. Log Book to CM. CM approves P.O.s.
- 12) DM approves P.O.s.
- 13) P.O.s and file returned to CS for distribution.

Purchase Order Distribution

1. White - Main Office File with adding machine tape stapled to front.
2. Canary - Accounting - Put on clipboard
3. Green - Job Site - Superintendent to put in correct file.
4. Gold - Return to FDC for payment (invoice copy)
5. Pink - Vendor/Subcontractor

EXAMPLE

Project 14 File Code 0255
Landform of Central Florida, Inc.

7/28/14

**FLYNN DEVELOPMENT CORPORATION
SUBCONTRACT AGREEMENT**

FDC
SITE _____
SUB _____
FILE _____

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STP:737659:2

Contractor's initials: FF

Subcontractor's initials: MA

7-31-14

EXAMPLE

ARTICLE I: AGREEMENT

This Subcontract Agreement is entered into this 28 day of July, 2014, between the Contractor, Flynn Development Corporation, 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302, telephone number (727) 449-1182, license number CGC 004384, hereinafter "Contractor," and Landform of Central Florida, Inc., hereinafter "Subcontractor," as the Subcontract Agreement providing the terms and conditions of their relationship for the projects identified as Oakbrook Villas Apartments, hereinafter the Project, where the owner of the Project is OVAR, Ltd., hereinafter the "Owner," the architect for the Project is Barry P. Ullmann, hereinafter the "Architect", and the engineer for the Project is Riddle Newman Engineering, Inc., hereinafter the "Engineer."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Contractor and Subcontractor hereby agree as follows:

ARTICLE II: SCOPE OF WORK:

1. Subcontract Work:

The Contractor hereby employs the Subcontractor as an independent contractor to provide the labor, materials, equipment, supervision, scaffolding, tools, apparatus, transportation, shop drawings and samples as necessary and as required by Contractor or reasonably inferable from that which is specified or stated in order to complete that portion of the Contractor's work more fully described herein and/or attached heretofore, and/or incorporated by reference herein, under the Contractor's general direction and in accordance with the Contract Documents as defined herein. In the event Subcontractor's proposal, estimate or similar document is attached hereto, only those terms of the Subcontractor's proposal, estimate or similar document which define or identify the work to be performed by Subcontractor are incorporated herein and any remaining portions of such document shall not be considered part of the Subcontract Agreement. Additionally, Subcontractor hereby assumes to the Contractor, all of Contractor's obligations and responsibilities to the Owner, under this Subcontract Agreement and the other Contract Documents applicable to the Work.

The Subcontract Work is described as follows:

SEE ATTACHED SCOPE OF WORK
CODE 14 - 0255
LANDSCAPING

2. Identification of Contract Documents:

The Contract Documents which shall be binding on the Subcontractor and are incorporated herein by reference as part of this Subcontract Agreement are: this Subcontract Agreement and all attachments and exhibits hereto, including, but not limited to the Exhibit "A" Draw Schedule, the Exhibit "B" Insurance Requirements, the Exhibit "C" Sample Certificate of Insurance form, the Exhibit "D" Subcontractor Information Sheet; the prime contract for the Project between the Contractor and the Owner, including all general, supplementary and other conditions thereto, except for any provisions which would negate or create ambiguity as to the conditional payment clauses herein; the plans and specifications for the Project, including any amendments, revisions, addenda or modifications thereto, and/or any substituted plans and specifications; the invitation and instructions to bidders, if any; any and all provisions of applicable State and Local Building Codes, the H.U.D. Minimum Property Standards; USDA-Rural Development requirements; Florida Housing Finance Agency requirements; and any published industry or trade standards relating to the Work. The payment provisions between the Contractor and the Owner and any provisions relating to the furnishing of lien waivers (partial or final) or payment of subcontractors and suppliers, to the extent such provisions of the prime contract are in conflict with the provisions of this Subcontract Agreement, are specifically not included in the Contract Documents.

3. Conflicts or Ambiguities in Contract Documents:

In the event of any conflict in or ambiguity arising between this Subcontract Agreement and any other portion of the Contract Documents, the terms of this Subcontract Agreement shall govern and control unless the Contractor expressly agrees otherwise, in writing, in a document specifically acknowledging the conflict or ambiguity. In the event of a conflict between or among the documents constituting the Contract Documents, the most stringent standard, in the determination of the Architect or Owner (if no Architect), will apply. Work shown on the drawings but not specified, or specified but not shown on the drawings, shall be performed as part of the Work under this Subcontract Agreement. Drawings and specifications are construed as complementing each other. Approval of any drawing submitted by the Subcontractor shall not relieve the Subcontractor of any duty and responsibility to perform the Work in the manner necessary to produce the results required in the Contract Documents.

4. Inspection of Contract Documents and Project Site:

The execution of this Subcontract Agreement and/or the commencement of the Work by the Subcontractor shall constitute a material representation by the Subcontractor as follows: 1) that Subcontractor has read and is familiar with the terms of this Subcontract Agreement, 2) that Subcontractor has carefully reviewed the Contract Documents and has determined that they are complete and sufficient to enable Subcontractor to perform the Work, warrants constructability as designed, and that the plans and specifications are compliant with applicable building code, 3) that the Contract Documents contain no ambiguities or conflicts which could give rise to an additive change order request or need for adjustment of the Subcontractor's contract price, 4) that Subcontractor has visited and examined the site, including, without limitation, any surface and subsurface conditions of the site and all structures and obstructions thereon and thereunder, both natural and man-made, and all surface and subsurface water conditions of the site and surrounding area, 5) that Subcontractor has examined all physical, legal, and other conditions affecting the performance of the Work, 6) that Subcontractor has conducted the necessary examination as to the nature, location and character of the general area in which the Project is located, including, without limitation, its climatic conditions, availability, supply and costs of labor, materials and equipment necessary for performance of the Work, 7) that Subcontractor has conducted the necessary examination as to the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by this Subcontract Agreement and the remaining Contract Documents, and 8) that Subcontractor waives any and all rights and claims for any changes to the Subcontract amount or time for any items or claims which Subcontractor could have become aware of prior to entering into this Subcontract Agreement had the examinations identified in these representations been conducted.

Contractor makes no warranties or representations as to the completeness or sufficiency of the plans and specifications or other Contract Documents and Subcontractor affirms that Subcontractor has not relied upon any statement or representation of the Contractor thereto in entering into this Subcontract Agreement.

EXAMPLE

5. Procedure for Changes in Scope of Work:

The Contractor may at any time, without notice, and without invalidating this Subcontract Agreement or any bond given hereunder, by written order signed by the Contractor and designated or indicated to be a written Purchase Order or Change Order, or by a written Field Purchase Order or Field Change Order, make any change in the Work to be performed by the Subcontractor. The Subcontractor must respond in writing within two (2) days, unless additional time is provided by Contractor in writing, from the date of such written change order request or directive furnishing a detailed estimate of the time involved and the value of such change, including unit costs, and shall, subsequent to the performance of the change order work, furnish detailed records of actual costs or savings realized as a result of the change, including, but not limited to, certified copies of all pertinent payrolls, invoices, delivery tickets, vouchers and any other documents establishing the costs incurred by the Subcontractor. If any such change diminishes the quantity of Work to be performed by the Subcontractor, Subcontractor shall have no basis for a claim for loss of anticipated profits.

Should the Contractor and Subcontractor be unable to reach an agreement as to the amount of any change to the Subcontract amount by virtue of a change in the Work to be performed by the Subcontractor hereunder, the Subcontractor must proceed with the performance and execution of the Work in accordance with the change order in a prompt and diligent manner, and in no event shall Subcontractor have the right to refuse to perform such work or suspend the performance of any Work or requirement of this Subcontract Agreement in the event or because of a dispute between the Contractor and the Subcontractor as to the effect of such change order. In no event shall the Contractor be held liable or responsible for payment to the Subcontractor in an amount in excess of the amount recovered by the Contractor from the Owner for such change order work, less the Contractor's overhead and profit allowance on such work.

To the extent not provided otherwise herein, the Subcontractor agrees to make all claims for which the Owner is or may be liable in the manner for like claims by the Contractor against the owner and by the later of five (5) days from the onset of the event or discovery of the condition giving rise to the claim, or by the deadline, if any, for like claims by the Contractor against the Owner. Any notices or claims required by this section 5 shall be in writing.

Additions to the Subcontract amount and changes or modifications to this Subcontract Agreement shall be effective only if in writing and signed by the Contractor. Any increase in this Subcontract Agreement amount will be valid, binding and enforceable against the Contractor or the Owner only if in writing in the form identified above and signed by the Contractor, and the Subcontractor hereby expressly waives any provision of Florida law to the contrary. The Subcontractor acknowledges and agrees that no employee of the Contractor is authorized to verbally request work to be performed. If the Subcontractor, for any reason whatsoever, performs any extra work without the required written change order signed by the Contractor, neither the Owner nor the Contractor shall be liable to the Subcontractor for payment for such work, it being understood by the Subcontractor that a written order as defined herein, signed by the Contractor, is a condition precedent to entitlement to payment from the Contractor or lien rights against the Project.

To the extent Subcontractor fails to identify, in writing, within the time frames set forth above, an alleged change in scope, and the costs and time associated therewith, whether said change was initiated by Contractor, Subcontractor or otherwise, Subcontractor hereby waives and releases any claims for additional compensation and/or time extensions.

6. Substitutions by Subcontractor:

No substitutions shall be allowed in the performance of the Subcontract Work, including the substitution of materials the Subcontractor contends are equivalent to those required in the Contract Documents, unless the Subcontractor first provides the Contractor all submittals and approvals required by the Contractor and the Contractor approves such substitution in writing prior to the commencement of the performance of the Subcontract Work. The Subcontractor shall indemnify the Contractor and the Owner for all loss, damage and expense incurred as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof, as more fully set forth below in Article V Section 22.

ARTICLE III: WORK SCHEDULE

1. Schedule for completion of the Work:

Subcontractor shall diligently and continuously prosecute the performance of the Subcontract Work, time being the essence of this Subcontract Agreement. Subcontractor shall perform all Work promptly and in such order, sequence and time frame as the Contractor may direct to assure the efficient, expeditious and timely completion of the entire Project by the deadline established. The Subcontractor shall commence performance of the Work on the date specified by the Contractor in the Contractor's Notice to Proceed, or as directed by the Contractor's Project superintendent. As of the date of entering into this Subcontract Agreement, the Project schedule requires the Subcontractor to fully complete its Work no later than thirty (30) days from Notice to Proceed.

2. Days and hours per day for performing the Work:

The hours during which the Subcontractor is expected to be diligently prosecuting the Work at the Project site are Monday through Friday, from 7:00 a.m. to 4:30 p.m. unless extended by order of the Contractor pursuant to the provisions of this Subcontract Agreement or unless extended by the Subcontractor as necessary to maintain the project schedule. The only allowed holidays for the project are as follows: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day unless additional days are expressly declared holidays for the project by the Contractor.

3. Commencement of the Work:

The Subcontractor shall immediately commence performance of the Subcontract Work upon the Contractor's order or written or verbal notice to proceed, but in no event before Subcontractor has complied with sections 2 and 13 of Article V hereof, and with any other provisions of the Contract Documents then applicable. The Subcontractor's failure to promptly commence and continue to diligently prosecute the performance of the Subcontract Work shall be grounds for termination of this Subcontract Agreement. The commencement of any portion of the Subcontract Work by the Subcontractor, including but not limited to, the delivery of materials to the Project site, the furnishing of shop drawings, the fabrication of materials off-site, and/or the commencement of the Subcontract Work on the Project site, prior to the execution of this Subcontract Agreement by either party shall constitute the Subcontractor's acceptance of all terms and conditions hereof and the Subcontractor's acquiescence to be bound hereby, provided that a copy of this Subcontract Agreement has been delivered to the Subcontractor, regardless of whether or not the Subcontract Agreement was executed by the Contractor.

4. Cooperation with other trades:

The Subcontractor shall coordinate the performance of its Work with that of other trades so as to not interfere with the Work of other trades or the Contractor and so as to complete its Work within the deadline for the project, without delay or additional expense. The Subcontractor shall work in harmony with the Contractor, and all other trades and suppliers on the Project. The Subcontractor shall coordinate all deliveries, installations, etc., with the Contractor's superintendent so as not to disrupt the Project schedule.

5. Contractor's right to modify schedule & suspend Work:

The Contractor expressly reserves the right to modify any progress schedule with respect to the sequence, timing or schedule of the Work to be performed by the Subcontractor in any manner as may be necessary for Contractor to maintain the overall Project schedule. Contractor shall also be entitled to suspend Subcontractor's Work, at any time, for any reason, and for any duration. In case of any such suspension, Subcontractor's sole remedy shall be that set forth in sections 7 and 9 of this Article.

EXAMPLE

18 apartments per week

7.7 WA

6. Subcontractor's duty to provide adequate forces to perform Work:

The Subcontractor shall at all times supply and promptly pay for, adequate tools, appliances, equipment, a sufficient number of properly skilled workers, and a sufficient number of materials and supplies of specified quality to efficiently and properly prosecute the Work in accordance with the Contractor's progress schedule for the Project, including any modifications thereto, in order to timely complete the Subcontract Work. At a minimum, the Subcontractor needs to supply sufficient resources, including labor, to maintain a schedule of completing eight (8) apartment units per week. In the event that the Subcontractor falls behind schedule in the prosecution of the Subcontract Work in the exercise of the reasonable discretion of the Contractor, the Subcontractor shall take such steps and actions, at its own expense, as are deemed necessary by the Contractor to improve the rate of progress, including, but not limited to increasing the labor force, number of shifts and/or overtime operations, days of work, or other remedies, and to submit for approval an outlined schedule demonstrating the method(s) under which the required rate of progress will be regained, all without additional costs to the Contractor. In the event Subcontractor fails to promptly cure after being given notice by Contractor, Contractor may supplement Subcontractor's forces and charge Subcontractor for all costs associated therewith.

The Subcontractor shall furnish to the Contractor, in such detail and with such frequency as required in the sole reasonable judgment of the Contractor, full reports of the progress of the Subcontractor Work. The Subcontractor shall not employ any person, or subcontract any portion of the Work to any person or entity for whom the Contractor has reasonable grounds for finding them objectionable. Any such employee or sub-subcontractor shall be discharged by the Subcontractor upon the written demand of the Contractor. The Subcontractor shall maintain a minimum of 5 workers on the job for each working day until completion of the Subcontract Work. The Contractor may raise or lower the required number of workers on a daily basis to fit the job requirements as determined by the Contractor.

7. Requirements for requesting extension of Subcontract time:

If the Subcontractor is materially delayed at any time in the progress of the Work by changes ordered in the Work or by occurrences or events beyond the control of and without the fault or negligence of the Subcontractor, and which by the exercise of reasonable judgment, diligence and care the Subcontractor is unable to prevent or protect against, including labor disputes (other than disputes limited to the work force of or provided by the Subcontractor), fire, hurricane, earthquake, unusual delay in deliveries not reasonably anticipated, unavoidable casualties, all of which only to the extent not covered by insurance, or by other occurrences which the Contractor determines may justify delay, then the Subcontract time may be extended by Change Order. As more fully set forth below, an uncompensated time extension, whether or not granted, and notwithstanding anything to the contrary in this Agreement or the Contract Documents, shall be Subcontractor's sole remedy for delay.

Any request by the Subcontractor for an extension of the time for performing or completing the Subcontract Work must be presented to the Contractor in writing, along with all necessary and proper documentation of the claim and the nature of the reason for the extension of the Subcontract time, within three (3) days from the commencement or happening of the event or occurrence giving rise to the claim for the extension of Subcontract time, otherwise such claim shall be waived. Contractor and Subcontractor expressly recognize and agree that such requirement for the timing of submitting such a claim is not a penalty but is necessary in order for Contractor to perform the obligations required of it under the Contract Documents and its contract with the Owner.

8. Subcontractor's liability for delay damages:

The Subcontractor acknowledges and agrees that time is of the essence with regard to the performance of the Subcontract Work and further agrees that it will be liable to the Contractor for liquidated damages in the amount of \$500.00 per calendar day for each and every day that the Subcontractor delays the completion of the Project. This amount is recognized as constituting compensatory damages only and is not a penalty, but is established at this set amount due to the difficulty of establishing an exact actual damage amount.

9. Contractor not liable for delay damages:

If the progress of the Subcontract Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontract Work may be extended by Change Order to the extent that the Contractor's time as applicable to the Subcontract Work is extended by the Project Architect, if any, and/or the Owner. The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delays, it being hereby understood and agreed by the Subcontractor that the Subcontractor's sole and exclusive remedy for delay shall be an extension in the time for performance of the Subcontract Work.

ARTICLE IV: SUBCONTRACT AMOUNT

In consideration for the timely and proper performance of the Subcontract Work, and in accordance with the terms and conditions of the Contract Documents, Contractor agrees to pay the Subcontractor the total Subcontract Amount and in the progress draws as reflected in the Draw Schedule, which is attached hereto as "A".

ARTICLE V: REQUIREMENTS OF SUBCONTRACTOR

1. Superintendent:

The Subcontractor shall provide adequate, competent, experienced and qualified supervision at the Project site, anytime any portion of Subcontract Work is being performed. Said supervisor(s) shall have the full authority to carry out directions from the Contractor relating to the Subcontract Work or responsibility.

2. Permits and licenses:

The Subcontractor shall, at its own expense, within seven (7) days from the date hereof, obtain and provide Contractor with a copy of all necessary permits and pay for all permits, fees, assessments, inspections and taxes required for the lawful performance of the Subcontract Work.

Subcontractor warrants and represents that it and all others performing any portion of the Subcontract Work (including, but not limited to, sub-subcontractors, materialmen, laborers and suppliers), have all necessary construction, trade, occupational, or other licenses required to lawfully perform all aspects of the Subcontract Work. Upon execution of this Agreement, or at such earlier time as Contractor may require, Subcontractor shall provide Contractor with a copy of all applicable and required licenses held by Subcontractor and by any and all others performing any portion of the Subcontract Work.

All such permits and licenses necessary for the lawful performance of the Subcontract Work shall be maintained in full force and effect by the Subcontractor and all others performing any portion of the Subcontract Work at their expense and the Subcontractor shall provide the Contractor with such documentary evidence as is necessary to demonstrate such permits and licenses remain in full force and effect upon Contractor's request. The failure of the Subcontractor to comply with the requirements of this provision shall entitle the Contractor to immediately terminate this Agreement.

3. Compliance with laws, rules, regulations, etc.:

The Subcontractor shall comply with all statutes, laws, ordinances, rules, regulations building codes, and orders of any governmental or quasi-governmental agency or authority applicable to the Subcontract Work, and shall be responsible for payment of any fines, fees and/or assessments arising out of any violation by the Subcontractor or those performing the Subcontract Work.

STP:737659:2

Contractor's initials: 77

Subcontractor's initials: WA

EXAMPLE

4. Submittals, shop drawings and samples:

The Subcontractor shall obtain and submit to the Contractor, in a timely manner, all necessary shop drawings, erection drawings, samples, catalogue cuts, laboratory reports, inspection reports and/or engineering reports or calculations, as may be required by the Contract Documents, the Architect, if any, and/or the Owner. Approval of any drawing shall not relieve the Subcontractor of any duty or responsibility to perform the Work in the manner necessary to produce the results required or reasonably inferable from the Contract Documents.

5. Compliance with O.S.H.A. requirements:

The Subcontractor shall comply strictly with the Occupational Safety and Health Act (O.S.H.A.) of 1970 and any revisions thereto, and any other federal, state or local statutes, laws, rules, regulations and/or ordinances relating to safety. The Subcontractor shall conform to the basic safety policies of the Contractor and any specific safety requirements of the Owner or the Architect, if any, as well as any safety requirements contained or referenced in the Contract Documents. The Subcontractor shall immediately indemnify the Contractor for any and all fines, penalties, costs, expenses, fees, including attorney's fees or other damages incurred by the Contractor attributable to actions or violations of the Subcontractor or those performing the Subcontract Work, as more fully set forth in section 22 of this Article. The Contractor shall have the right to deduct any such amounts from any progress or final payment amount otherwise due and owing to the Subcontractor.

6. Trash removal:

On a daily basis, or more frequently if so directed by the Contractor for the orderly and safe administration of the project, the Subcontractor shall remove from the Project site, at the Subcontractor's expense, all rubbish and surplus waste material resulting from the prosecution of the Subcontract Work, and all tools, scaffolding and equipment not currently required in the prosecution of the Subcontract Work. The Contractor may provide a central location on the job site for such trash disposal. In such event, the Subcontractor shall reduce bulky materials in size suitably so as not to take up unnecessary space. The Subcontractor shall leave its work area broom clean each day before discontinuing work. The failure of the Subcontractor to comply with these provisions upon twenty-four (24) hours notice, in any form, from the Contractor, shall allow the Contractor to perform or cause such clean-up to be performed, at the expense of the Subcontractor.

7. Protection of the Subcontract and other Work; repair of damage to work or property of others:

The Subcontractor shall take all reasonable and necessary precautions to properly protect the Subcontract Work and the Work of others from damage caused by the performance of the Subcontract Work. The Subcontractor shall promptly repair, or cause to be repaired, the work of any other trade on the Project site damaged by the Subcontractor or those performing the Subcontract Work. In the event the Subcontractor fails to make such repairs or cause them to be made within twenty-four (24) hours of verbal notification from the Contractor, the Contractor may cause the repairs to be made and deduct the costs of the repairs, along with the administrative costs of the Contractor, from any progress or final payment amounts otherwise due to the Subcontractor. In the event of a dispute between the Contractor and the Subcontractor as to whether or not the damage was caused by the Subcontractor, the decision of the Contractor will be final and binding.

8. Provide list of all sub-subcontractors, laborers, materialmen and suppliers:

Prior to commencing any portion of the Subcontract Work, the Subcontractor shall provide the Contractor with a written list of any and all sub-subcontractors, laborers, materialmen and/or suppliers who the Subcontractor intends to use to perform any portion of the Subcontract Work. Contractor shall have the right, in its sole discretion, to reject any proposed sub-subcontractors, laborers, materialmen and/or suppliers. The Subcontractor must notify the Contractor of any proposed changes from this list occurring at any time during the prosecution of the Work by the Subcontractor, at which time, Contractor shall again be entitled to reject any such proposals. The failure of the Subcontractor to comply with the provisions of this paragraph shall be grounds for withholding payment to the Subcontractor and/or termination of this Subcontract Agreement.

Before Subcontractor allows any sub-subcontractor, laborer, materialmen, or supplier to commence work, Subcontractor shall comply, and ensure that said persons or entities comply with the requirements of sections 2 and 13 of this Article and have provided to Contractor certificate of insurance for said persons or entities that meet the requirements set forth herein, including but not limited to the requirements of Exhibit B and have received approval from Contractor, and with all other requirements then applicable under the Contract Documents/

Upon Contractor's request, Subcontractor shall provide Contractor with a weekly list of all Subcontractor, sub-subcontractor, laborer, materialmen and supplier employees and/or personnel on the job site or otherwise performing any portion of the Subcontract Work. At no time may a Subcontractor permit any person to perform any of the Subcontract work unless so approved by Contractor and unless said individual is covered by the insurance required herein.

9. Prior approval of laborers:

No contract labor, temporary or other labor forces may be utilized by the Subcontractor or those performing the Subcontract Work without the prior written authorization of the Contractor and unless the person is covered by the insurance required herein. In the event that the use of any such labor forces are approved in advance in writing by the Contractor, such labor forces must be retained by the Subcontractor pursuant to a properly executed written sub-subcontract agreement in a form approved by the Contractor, which written sub-subcontract agreement shall provide that all laborers must submit daily time records on a weekly basis to the Contractor who shall review, verify and approve same. The Subcontractor shall ensure that no portion of the Subcontract Work is performed by any unauthorized or illegal aliens. The Subcontractor's failure to comply with the provisions of this paragraph shall be grounds for withholding payment to the Subcontractor and/or termination of this Subcontract Agreement, and the Subcontractor agrees to indemnify the Contractor and the Owner and hold them harmless from any damages incurred, including, but not limited to, penalties, fines, and attorneys fees incurred as a result of the Subcontractor's non-compliance with these requirements, as more fully set forth in section 22 of this Article.

10. Taxes:

The Subcontractor shall pay, or cause to be paid, when due, all taxes of every kind imposed, levied, or assessed by any governmental authority with respect to any portion of the Subcontract Work, including, but not limited to, taxes for labor, materials and equipment utilized therein, sales tax, use tax, personal property tax, tangible and intangible taxes, excise taxes and payroll taxes. The Subcontractor shall be required to produce satisfactory evidence of payment of same upon request of the Contractor.

11. Liens:

The Subcontractor shall defend, indemnify and hold harmless the Contractor and Owner (as more fully set forth in section 22 of this Article) from the operation and effect of any lien or encumbrance arising out of the performance of the Subcontract Work, and shall turn over the Work to the Contractor free and clear of all such liens and encumbrances. If any such lien or encumbrance is claimed by any person or entity performing any portion of the Subcontract Work, the Subcontractor shall, immediately upon verbal notice from the Contractor, discharge same by payment or by posting a sufficient bond to transfer the lien or encumbrance from the real property to the bond.

12. Payment and performance bond:

Upon the written request of the Contractor, the Subcontractor shall provide a payment and performance bond from a commercial surety acceptable to the Contractor and licensed in the State of Florida in an amount not less than the full Subcontract amount, as amended or modified. This payment and performance bond can be required by the

EXAMPLE

Contractor at any time the Contractor, in the exercise of the Contractor's reasonable judgment, deems itself to be insecure as to the Subcontractor's ability to perform under this Subcontract Agreement, including subsequent to the Subcontractor's commencement of the Subcontract Work. The cost of any such bond shall be borne by the Subcontractor.

13. Insurance:

Within three (3) business days of execution hereof or prior to commencement of the Subcontract work, whichever is sooner, Subcontractor shall fully comply with the insurance requirements for the Project as set forth in Exhibits B and C attached hereto and incorporated herein by reference, and shall provide Contractor with original certificates of insurance confirming same for Contractor's review and approval. Any sub-subcontractors, materialmen, laborers, suppliers, leased employees or individuals or entities retained by Subcontractor to perform any portion of the Subcontract Work must also comply with the insurance requirements set forth herein, and Subcontractor shall ensure their compliance and provide proof of same to Contractor for Contractor's approval.

14. Materials and workmanship:

The Subcontract Work shall be performed to the satisfaction of the Contractor; the Architect; the Engineer; the Owner; USDA-Rural Development, and the Project lender. The Subcontract Work shall be in accordance with the Contract Documents, and of good quality, free from faults and defects, and all materials used and incorporated into the Project shall be new and all equipment, where possible, shall be fully warranted by the manufacturer and/or distributor of the equipment. If any portion of the Subcontract Work fails to meet the standards established herein or elsewhere in the Contract Documents, the Subcontractor shall commence the correction of such defective and non-conforming work within twenty-four (24) hours of personal or telephonic notice of same from the Contractor and shall prosecute the correction of such work with due diligence. The Subcontractor's fail to timely commence or complete such corrective work shall constitute a material breach of this Subcontract allowing the Contractor any and all rights available under this Subcontract Agreement, the Contract Documents and Florida law, including, but not limited to, the right of the Contractor to perform, or cause to be performed the necessary corrective work, deducting the costs of such work, together with the Contractor's administrative costs and any other damages occasioned thereby, from any progress payment or final payment amounts otherwise due the Subcontractor.

15. Technical assistance and testing:

The Subcontractor shall provide technical assistance and services to the Contractor, Architect, if any, and Owner as required to effect the operation of equipment and/or material furnished as part of the Subcontract Work, including the performance of any specified testing and/or balancing or fine tuning of equipment, and shall instruct the Architect, if any, and the Owner's personnel in the operation, maintenance and control of such equipment.

16. As-built documents:

As-built documents and data shall be maintained and recorded by the Subcontractor on a current basis as applicable to the Subcontract Work, and may be required by the Contractor concurrently with the Subcontractor's applications for payment, for review and approval by the Contractor.

17. Inspection of the Subcontract Work:

The Subcontractor shall provide safe and sufficient facilities at all times for inspections of the Subcontract Work by the Contractor, the Architect, if any, the Owner's representative(s), and/or any inspecting official of any governmental agency or body. The Subcontractor shall have the sole responsibility to arrange and pay for all inspections, re-inspections, and tests required for the proper prosecution and completion of the Subcontract Work.

18. Layout, tie-in, and sleeving:

The Subcontractor shall provide and be responsible for layout, including the accuracy thereof, as part of the Subcontract Work and included in the Subcontract amount, as necessary for the performance of the Subcontract Work. The Subcontractor shall perform all cutting, fitting, patching, sleeving, grouting, and sealing of the Subcontract Work that may be required to fit it to, receive, or be received by the work of others as shown, or reasonably implied or inferred by the rules and regulations, codes, and requirements of all regulatory agencies having jurisdiction over the Project, or as required or reasonably implied or inferred to achieve consistency and compatibility with the Contract Documents or the design of elements being penetrated. The Subcontractor is solely responsible for the correct placement of all sleeving in walls and slabs as necessary for the full and proper performance of the Subcontract Work.

19. Use of Contractor's equipment:

The Subcontractor shall pay to the Contractor the reasonable value for the use of any of the Contractor's equipment or tools which the Contractor may permit the Subcontractor to use.

20. Obligation to continue work during dispute:

The Subcontractor shall continue to diligently prosecute the Subcontract Work in the event of, and during, any dispute between the Subcontractor and the Contractor, including disputes involving payments alleged by the Subcontractor to be due it or the determination of the amount of any payments alleged by the Subcontractor to be due it, unless this Subcontract Agreement is terminated by the Contractor pursuant to the terms of this Subcontract or the Contract Documents.

21. Subcontractor's duty to pay for labor, materials, equipment and supplies:

The Subcontractor will receive payments from the Contractor and will receive and hold such monies in trust for the benefit of, and to be first applied to payment of those sub-subcontractor, laborers, equipment suppliers and material suppliers who have performed any portion of the Subcontract Work, before using any portion of such payment for any other purpose. In the event the Contractor has reason to believe that labor, material, equipment or other obligations of the Subcontractor incurred in the performance of the Subcontract Work are not being promptly paid, the Contractor may, upon giving written notice to the Subcontractor, take any steps deemed necessary to ensure that any payments from the Contractor to the Subcontractor shall be utilized to pay such obligations. Upon such written notice, the Contractor may require the Subcontractor to supply satisfactory evidence that the Subcontractor's obligations have been paid or to post a payment and performance bond for the protection of the Contractor, the Owner and those to whom the Subcontractor has an obligation for payment. The failure of the Subcontractor to provide either of these means of security shall entitle the Contractor to retain out of any payment due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage or expense including attorneys fees arising out of or relating to any such claim or lien from one to whom the Subcontractor has an obligation until the claim or lien has been satisfied by the Subcontractor.

22. Indemnification:

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, the Project Architect, if any, the Contractor, and other contractors and subcontractors and all of their officers, directors, employees and agents ("Indemnified Party") from and against any and all claims, damages, loss and expense, including, but not limited to consequential damages and attorneys fees, other litigation expenses, punitive damages, arising out of or resulting from the performance of the Subcontract Work (whether on or off site), whether arising from intentional or unintentional conduct, from contract, or in tort, to the extent caused in whole or in part by any act, omission, or default of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or for anyone for whose acts the Subcontractor may be liable, regardless of whether it is caused in whole or in part by an Indemnified Party. The liability of the Subcontractor under this paragraph shall be absolute, notwithstanding any negligent act or

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omission on the part of any Indemnified Party. To the extent Subcontractor is required, pursuant hereto, to indemnify any Indemnified Party for any act or omission on the part of any Indemnified Party, the limit of this indemnity is Two Million Dollars (\$2,000,000.00). Subcontractor hereby agrees that said indemnity limit bears a reasonable commercial relationship to the contract. In all other cases there is no limit to such indemnity.

Nothing contained herein shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified herein. The Subcontractor shall promptly give the Contractor notice of any action, administrative proceeding, legal proceeding or investigation as to which this indemnification may apply, and the Subcontractor, at the Subcontractor's sole expense, shall assume on behalf of those indemnified hereunder and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to the indemnified parties; provided that if the defendants in any such action include both the Contractor and the Subcontractor and the Contractor or its independent legal counsel reasonably believes that there may be legal defenses available to the Contractor which are different from or additional to, or inconsistent with those defenses available to the Subcontractor, the Contractor shall have the right to select separate counsel to participate in the defense of such action on its own behalf at the Subcontractor's expense. The Subcontractor shall fully indemnify the Contractor and the Owner, pursuant to the provisions of this paragraph, and hold the Contractor and the Owner harmless and defend same against any claims, liens, judgments, damages, costs (including attorneys fees, court costs, expert witness fees and costs, including any such fees and costs incurred in arbitration, trial or on appeal) and any consequential and special damages resulting from or incurred as a result of any construction lien recorded against the Project by any lienor providing labor, materials or services to the Subcontractor for the performance of the Subcontract Work, or resulting from or as a result of any materials used in connection with or specially fabricated for the Subcontract Work.

23. Patents:

Except as otherwise expressly provided in the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontract Work. The Subcontractor shall defend the Contractor, the Project Architect, if any, and the Owner, with counsel of the indemnified parties choosing, in any and all suits for claims for infringement of any patent rights arising out of the Subcontract Work, and shall indemnify these parties for all loss, including costs, expenses, damages, and attorneys fees.

24. Review of surfaces prior to commencing Work:

The Subcontractor shall review the surfaces provided by others to which the Subcontractor Work is to be applied, and shall immediately notify the Contractor of any known defect or condition detrimental to proper procedures, prior to the commencement of the Subcontract Work; otherwise, it shall be deemed that the Subcontractor has accepted the conditions of such surface and shall be liable for all consequences resulting therefrom.

25. Storage of materials:

The Subcontractor shall coordinate and clear all material deliveries with the Contractor's superintendent for proper placement and storage. Any materials placed without the consent of the Contractor's superintendent will be relocated at the Subcontractor's expense. The Subcontractor shall move all materials supplied by the Contractor for the performance of the Subcontract Work as required by the Contractor for the performance of the Work. Stored materials ordered by the Subcontractor remain the liability and responsibility of the Subcontractor, even after being incorporated into the Project, through the date of issuance of the Certificate of Occupancy of the structure by the local jurisdiction having authority, regardless of whether or not said materials are stored on the Project or incorporated therein in accordance with the direction and consent of the Contractor. Any materials paid for directly by the Contractor must be received by the Contractor's superintendent.

26. Parking:

All vehicles must be parked at a location as directed by the Contractor's superintendent.

27. Timely communications:

An authorized representative of the Subcontractor shall visit the Contractor's jobsite office each day to receive all notices and correspondence pertaining to the Project, the Subcontractor, and/or the Subcontract Work. An authorized representative of the Subcontractor shall attend all weekly job meetings. The Subcontractor shall respond in a timely manner to all communications and requests from the Contractor.

28. Drug-free workplace:

There will be no drinking of alcoholic beverages or use of any type of illegal drug at the Project at any time, whether or not during the working hours established by this Subcontract Agreement. Any violation of this provision will be grounds for the immediate termination of this Subcontract Agreement.

29. Representation of non-debarment:

The Subcontractor, by its signature below, hereby represents and warrants that neither it nor its principals is presently debarred, suspended, declared ineligible, or otherwise voluntarily or involuntarily excluded from participation in this or any other project by action of any Federal department or agency, and that no such action is pending or proposed by or against the Subcontractor. The Subcontractor hereby acknowledges that this representation is a material representation of this Subcontract Agreement and is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 Code of Federal Regulations, section 3017.510. In the event of any change in the Subcontractor's status in this regard, the Subcontractor is required to immediately notify the Contractor of such change, and such change may be grounds for immediate termination of this Subcontract Agreement by the Contractor without penalty of any sort.

ARTICLE VI: REQUIREMENTS OF CONTRACTOR

1. Storage facilities:

The Contractor shall, to the extent available and reasonable in light of the circumstances, allocate adequate storage areas for the Subcontractor's materials and equipment during the course of performance of the Subcontract Work.

2. Timely communications:

The Contractor shall transmit, with reasonable promptness, all submittals, transmittals, change orders, directives from the Architect, if any, and written approvals relating to the Subcontract Work.

3. Utilities and sanitary facilities:

The Contractor shall make available within reasonable limits, temporary services for the benefit of the Subcontractor, consisting of sanitary toilet facilities, potable water, 110 volt electric services and litter containers. The litter containers shall not be used by the Subcontractor or those performing the Subcontract Work for the deposit of scrap and waste construction materials.

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ARTICLE VII: PROGRESS PAYMENTS

1. **Partial lien waivers, affidavits and releases:**

As a condition precedent to the tender of any progress payment, the Contractor may require the Subcontractor to provide the following documents: an affidavit setting forth all amounts owed by the Subcontractor to its materialmen, laborers, suppliers and sub-subcontractors, partial lien waivers in a form that is satisfactory to the Contractor from all materialmen, laborers, suppliers and sub-subcontractors to the Subcontractor through the date of the period for which the Subcontractor is to receive the progress payment, a partial lien waiver in a form that is satisfactory to the Contractor from the Subcontractor through the date of the period for which the Subcontractor is to receive the progress payment. Payment may be conditioned on written consent of any surety, lender, or Project Architect, if any.

2. **Payment not acceptance of Work by Contractor:**

Payment to the Subcontractor of all or any portion of any progress payment or the final payment shall not constitute or imply or be evidence of performance of the Work by the Subcontractor or acceptance of any portion of the Subcontract Work by the Contractor or the Owner, or in any way waive or affect the Contractor's claims or rights against the Subcontractor.

3. **Application:**

The Subcontractor's sworn progress payment application shall be solely in the form as provided by the Contractor which is based upon the Exhibit "A" Draw Schedule, and shall accurately reflect the stage of completion of the Subcontract Work, and showing the amount of work completed, and materials stored in accordance with the Draw Schedule. All payment applications must be submitted by the Subcontractor first to the project construction office for the approval of the Contractor's project superintendent. The Contractor's project superintendent will then forward the payment application to the Contractor for processing.

4. **Retainage:**

The progress payment application affidavit submitted by the Subcontractor shall accurately reflect the fact that the Contractor shall withhold payment from each progress payment in the amount equal to ten percent (10%) of the value of the completed work and materials stored (as provided for in Article V, paragraph 7 below) through the end of the payment application period as retainage or security for the Subcontractor's completion of the Work.

5. **Time of Application:**

The Subcontractor's progress payment affidavit and all required supporting documentation should be submitted by the Subcontractor on or before the 25th day of each month reflecting only the status of work completed as of that date. If the Subcontractor's progress payment affidavit and/or any required supporting documentation is not received by the deadline stated herein, the Subcontractor's request for payment shall be submitted by the Contractor to the Owner for payment in the next application submitted by the Contractor immediately following the Subcontractor supplying all of the required documentation for the payment request unless otherwise stated herein.

6. **Stored materials:**

The Subcontractor's applications for progress payments may include materials and equipment not yet incorporated into the Subcontract Work, but delivered and suitably stored at the site or at some other location if agreed to in writing in advance by the Owner and the Contractor. To the extent that the Subcontractor's application for payment includes stored materials, the Subcontractor's application for payment must include vendor invoices itemizing respective quantities and unit costs of the stored materials. It is understood by the Subcontractor that material stored on site, for which payment has been requested by the Subcontractor, shall be in the care and custody of the Subcontractor, and shall not be removed from the site without the written consent of the Contractor.

7. **Conditions precedent to payment:**

The following shall constitute absolute conditions precedent to payment by the Contractor to the Subcontractor of all or any portion of the amount to be paid under any progress payment: 1) Subcontractor's execution of this Subcontract Agreement, 2) the Subcontractor's strict compliance with all provisions of Article V of this Subcontract Agreement, 3) agreement by the Architect, if applicable, and the Contractor to the Subcontractor's schedule of values and stated progress reflected in the application for payment, 4) acceptance of all of the Work covered by the application for payment by the Contractor, the Architect, the Engineer, if applicable, the Owner and USDA-Rural Development, the Project Lender, 5) receipt by the Contractor of all affidavits and lien waivers required under this Subcontract Agreement, 6) receipt by the Contractor of a properly and fully executed Certificate of Insurance in the form as attached hereto, and 7) payment by the Owner to the Contractor of the amount requested by the Subcontractor in its application for payment. **The Subcontractor fully understands and recognizes that it accepts the risk of non-payment by the Owner as payment by the Owner to the Contractor is an express condition precedent to and requirement for Subcontractor's entitlement to payment from the Contractor.**

8. **Timing of payment to Subcontractor:**

Progress payments shall be made by the Contractor to the Subcontractor on the second Friday of the month for full and complete progress payment applications submitted in a timely manner by the Subcontractor pursuant to paragraph five (5) above.

9. **Delivery of close-out materials:**

At such time as the Subcontractor's applications for payment, including retainage, reach the level of eighty-five percent (85%) of the Subcontract amount, without adjustment for any change orders increasing the Subcontract amount, the Subcontractor shall deliver to the Contractor, along with the progress payment application reflecting the Subcontractor's obtaining this level of completion, all close-out documents, samples, maintenance manuals, documentation of instructional sessions, spare parts and any such other materials required by the Contract Documents, and all items specified in Article VIII, subsection (g) below. All such materials and documents shall be delivered to the Contractor in complete organized format.

10. **Contractor's right to pay by joint check:**

The Contractor shall have the right to make any progress payment or the final payment by joint check made payable jointly to the Subcontractor and the Subcontractor's subcontractors, laborers, materialmen and/or suppliers, in such manner as the Contractor deems justified in the exercise of the Contractor's reasonable discretion.

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ARTICLE VIII: FINAL PAYMENT

A final payment, consisting of the unpaid balance of the Subcontract amount, including retainage, shall be made within twenty (20) days after the last of the following conditions precedent occurs:

- a. Full completion of the Work by the Subcontractor including all punchlist or punchout work,
- b. Final acceptance of the Work by the Architect, lender, and surety if applicable, and the Owner and the Contractor,
- c. Final payment by the Owner to the Contractor under the prime contract,
- d. Furnishing by the Subcontractor of a final affidavit evidencing that all sub-subcontractors, materialmen, laborers and suppliers to the Subcontractor, and all others who performed any portion of the Subcontract Work and who served Notices to Owner have been paid in full,
- e. Furnishing by the Subcontractor of a final lien waiver and release from the Subcontractor along with one from each sub-subcontractor, materialmen, laborer and supplier to the Subcontractor, and all others who performed any portion of the Subcontract Work and who served Notices to Owner,
- f. Return of all drawings, plans and specifications to the Contractor,
- g. Delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings, and similar items required of Subcontractor or its suppliers with respect to the Work, including, but not limited to an executed original of Flynn Development Corporation's Subcontractors and Suppliers Standard Guarantee form which is attached hereto.
- h. Delivery of a written consent of any surety issuing any bond on behalf of the Subcontractor to the final payment, and
- i. Completion, to the satisfaction of the Architect, if any, the Owner and the Contractor of any and all warranty work arising prior to the making of the final payment.

Final payment or retainage monies may be held for the balance of any applicable warranty period where the Contractor has evidence of the Subcontractor's inability or refusal to perform warranty work, or where disputes have arisen regarding the Subcontractor's obligations to complete its Work or perform warranty work under this Subcontract Agreement.

ARTICLE IX: WARRANTY

The Subcontractor hereby agrees to fully and completely warranty and guarantee the Subcontract Work to the Contractor and the Owner, to be free from all faults, defects and deficiencies and to be in accordance with the Contract Documents. The Subcontractor's direct warranty and guarantee to the Owner shall be for a period of time as required by the Contract Documents, or in the absence of such a requirement in the Contract Documents, for a period of three (3) years from the latter of the date of the issuance of the Certificate of Occupancy or the Final Acceptance of the project as certified by the Project Architect. The Subcontractor's warranty and guarantee to the Contractor shall continue for such period of time as the Contractor remains liable or potentially liable under any statutory, contractual or common law claims of the Owner relating to the Subcontract Work. The Subcontractor shall commence and diligently prosecute any work deemed emergency repairs or work, as determined solely by the Contractor, within twenty-four (24) hours of notification in any form by the Contractor. Routine warranty work or repairs will be commenced and diligently prosecuted within seventy-two (72) hours of notification in any form by the Contractor. In the event of the Contractor's failure to commence or diligently prosecute the work required hereunder, the Contractor may, in its sole reasonable discretion, elect to proceed with having the work performed by a third party under the direction of the Contractor, with the costs of such work, including the Contractor's overhead, being charged to the Subcontractor.

ARTICLE X: DEFAULT & TERMINATION

1. Default by the Subcontractor:

If the Subcontractor defaults under the terms of this Subcontract Agreement or fails to carry out the Subcontract Work in accordance with the terms of this Subcontract Agreement or the Contract Documents, and if the Subcontractor fails to correct its default or non-compliance within three (3) days from the date of notice to the Subcontractor of the default (unless a shorter period of time is provided elsewhere in this Subcontract Agreement or the Contract Documents, in which case the shorter notice period provisions shall apply) the Contractor shall have the following cumulative and non-exclusive rights and remedies: 1) Termination of the Subcontract Agreement, holding the Subcontractor liable for all damages, costs, and expenses incurred, 2) Replacement of the Subcontractor with the Contractor's own forces or a substitute or replacement Subcontractor, in which event the Contractor will be entitled to the Contractor's reasonable overhead, profit and attorneys fees, in addition to the actual costs of performing the Subcontract Work and any other damages the Contractor may incur, 3) Withholding any and all progress or final payment amounts that would otherwise be due and owing to the Subcontractor, which amount would be agreed to not constitute a penalty but would be compensatory damages for the Contractor's damages which would be difficult or impossible to determine with accuracy, 4) Withholding any and all progress or final payment amounts that would otherwise be due and owing to the Subcontractor pending the completion of the Subcontract Work by the Contractor or a third party acting at the direction of the Contractor, until such time as the Subcontract Work is completed and accepted for final payment pursuant to the terms of this Subcontract Agreement, and then deducting from the Subcontract Amount balance all such expenses incurred by the Contractor in the completion of the Work as provided above, and/or 5) Filing suit against the Subcontractor for legal and/or equitable relief including, but not limited to injunctive relief, a declaratory judgment, specific performance or seeking the recovery of damages. The foregoing rights of the Contractor are cumulative and in addition to any and all other rights and remedies otherwise available to the Contractor under other provisions of this Subcontract Agreement, the Contract Documents, any applicable statutes, rules or regulations, or the common law.

As an alternative to termination for default, Contractor may, at its option, and in its sole discretion, terminate this Agreement in whole, or from time to time in part, at any time, by written notice thereof to the Subcontractor. Upon any such termination, Subcontractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and will be paid only for work satisfactorily completed through the termination date. The provisions of the Agreement, which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

2. Default by the Contractor:

If the Contractor defaults under the terms of this Subcontract Agreement, the Subcontractor shall give the Contractor written notice of default, describing in detail the basis for the claimed default, and the Contractor shall be given ten (10) days within which to cure or correct the default. If at the end of this ten (10) day period the Contractor has failed to cure the default, the Subcontractor, as a condition precedent to pursuing any remedied otherwise available, must, in good faith, attempt to mediate the dispute with the Contractor in accordance with the provisions of Article XI of this Subcontract Agreement.

3. Termination of the Contractor by the Owner:

In the event that the Owner terminates the prime contract with the Contractor or any part of the prime contract, which includes the Subcontract Work, the Contractor shall notify the Subcontractor in writing, and upon receipt of such notice, this Subcontract Agreement shall be terminated and the Subcontractor shall immediately stop the performance of the Subcontract Work. In the event of such a termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's net recovery on the Subcontractor's behalf under the Contract Documents, after deducting from the recovery any expenses, including attorney's fees the Contractor incurs in such pursuit. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any claims by the Subcontractor against the Owner arising out of such termination, and the Contractor may, at the Contractor's election, permit the Subcontractor to prosecute the claim against the Owner in the name of the Contractor, for the use and

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benefit of the Subcontractor, or the Contractor may, at the Contractor's election, assign such claim to the Subcontractor. Nothing contained herein shall obligate the Contractor to pursue the recovery of any sums alleged by the Subcontractor to be due and owing to it from the Contractor or the Owner.

ARTICLE XI: CLAIMS AND DISPUTES

1. **Agreement to mediate:**

In the event of any claim, dispute or disagreement between the Contractor and Subcontractor, regardless of who initiates the claim, dispute or disagreement, the Contractor and the Subcontractor hereby agree that prior to initiating any legal proceeding by one against the other, the aggrieved party shall first attempt a mediation of the dispute. The mediation shall be initiated by serving a written demand for mediation upon the other party (hereinafter the "Demand for Mediation"). The Contractor and the Subcontractor shall, within three (3) days of receipt of the Demand for Mediation by the non-requesting party, agree upon a mediator for the dispute. In the event of the parties' failure or inability to agree upon a mediator for the dispute, both the Contractor and the Subcontractor, or their chosen representative, shall each select one person who is not an employee of any party to the dispute, and those two persons so selected shall agree upon a mediator. If this latter method of selecting a mediator is employed, the two persons selected by the parties must be selected, with notice given to the other party to the dispute, within five (5) days of receipt of the Demand for Mediation by the non-requesting party, and the two persons so selected shall agree upon a mutually agreeable third party to mediate the dispute within ten (10) days of the receipt of the Demand for Mediation by the non-requesting party. Good faith compliance with the requirements of this provision is a condition precedent to the Subcontractor's right to file suit or otherwise initiate legal proceedings against the Contractor. Any mediation conference required to be held pursuant to this provision will be held in Pinellas County, Florida.

2. **Contractor's right to join Subcontractor in pending proceedings:**

In the event any suit, arbitration proceeding or other form of dispute resolution mechanism or procedure is instituted against or by the Contractor, or to which the Contractor is made a party, involving in any way the performance, obligations or responsibility of the Subcontractor or the Subcontract Work, the Contractor shall have the right, but not the obligation or responsibility, to join the Subcontractor as a party to those proceedings. Nothing herein shall constitute a waiver of the Contractor's rights under this Subcontract Agreement or Florida's statutory or common law, regardless of whether or not the Contractor exercises the right to join the Subcontractor in any such proceedings. Further, the Subcontractor hereby waives any and all defenses, claims or objections that Subcontractor might otherwise have due to or because of the Contractor's exercise or non-exercise of the right of joinder afforded by this provision.

3. **Waiver of right of jury trial:**

Regardless of who initiates the suit, the parties agree that neither shall be entitled to a trial by jury as to any claims or demands of either party against the other under any circumstances, even where jury trial has been properly requested by any other party to the suit, including the Contractor. The Subcontractor acknowledges that this provision is a material representation to induce the Contractor to enter into this Subcontract Agreement.

4. **No entitlement to recover attorney's fees:**

Under no circumstances, except pursuant to Florida Statutes Section 57.105, should either party to this Subcontract be entitled to recover its attorneys fees as an element of damages in any dispute with the other party, even where such entitlement is provided pursuant to statutory or common law provisions, or elsewhere by the Contract Documents.

5. **Contractor's right to compel arbitration:**

The Contractor shall have the right, in the Contractor's sole judgment and discretion, in the event of a dispute between the Contractor and the Subcontractor, to elect to proceed with arbitration of the dispute between the Contractor and the Subcontractor in accordance with the then existing rules and regulations of the American Arbitration Association or a similar organization or entity which provides alternative dispute resolution procedures, in lieu of court proceedings. This right of election as to claims between the parties hereto, shall apply to claims initiated by the Contractor, the Subcontractor, or by any other person or entity.

ARTICLE XII: MISCELLANEOUS PROVISIONS

1. **Amendments to this Subcontract Agreement:**

This Subcontract Agreement can only be amended in writing, signed by both the Contractor and the Subcontractor. The Contractor and the Subcontractor hereby expressly waive any common law exceptions to this requirement.

2. **Governing law; jurisdiction and venue:**

This Subcontract Agreement is entered into in the State of Florida and shall be interpreted and applied in accordance with the laws of the state of Florida. Venue for any arbitration proceeding or civil suit filed pursuant to this Subcontract Agreement will be solely in Pinellas County, Florida. Subcontractor agrees that personal jurisdiction is appropriate over it in Pinellas County, Florida.

3. **Prohibition against assignment by Subcontractor:**

This Subcontract Agreement, or the proceeds therefrom, cannot be assigned by the Subcontractor without the prior written consent of the Contractor.

4. **Captions and titles:**

Captions, titles and headings used in this Subcontract Agreement are for convenience of reference only, and shall not affect the interpretation or construction of this Subcontract Agreement and are not intended to limit or expand the rights of either party hereunder.

5. **Savings clause:**

In the event that any term or provision of this Subcontract Agreement shall be determined to be void or unenforceable for any reason whatsoever, the remaining terms and provisions shall remain in full force and effect as though the void or unenforceable provision was deleted therefrom.

6. **Notices:**

All notices required or permitted to be given under this Subcontract Agreement shall be deemed provided as to the Contractor when sent in writing, by certified mail, return receipt requested, and by regular U.S. Mail to the address stated in Article I. Such notices shall be deemed provided as to the Subcontractor when sent in writing, regardless of whether sent by regular U.S. Mail to the address stated in Article I, or by facsimile, e-mail, or personal delivery.

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7. Merger and incorporation of prior agreements:

This Subcontract Agreement constitutes the entire understanding between the Contractor and the Subcontractor with respect to the subject matter hereof, and supersedes all prior agreements, understandings and representations, if any, relating to the subject matter hereof.

8. Waiver:

The failure of the Contractor to enforce, at any time, any other provision of this Subcontract Agreement, shall not be construed to be a waiver of such provision or the right of the party thereafter to enforce such provision. No waiver shall be valid unless in writing and signed by the Contractor.

9. Authorized representatives of the Contractor:

The following are the only authorized representatives of the Contractor, and the limits of their authority to act on behalf of the Contractor:

- A. Thomas Flynn - unlimited and complete authority.
- B. NONE

10. Guaranty of Subcontractor's performance:

The undersigned Subcontractor's Guarantor personally, and jointly and severally, unconditionally and absolutely guarantees to the Contractor and the Owner, including their successor and assigns, the full and faithful performance of all requirements of this Subcontract Agreement and all attachments, amendments, revisions and change orders thereto, including, but not limited to, the warranty, performance of the Work, the indemnity, and payment provisions, by the Subcontractor. Subcontractor's Guarantor shall remain personally liable hereunder until specifically released in writing by Contractor. This personal guaranty cannot be canceled or terminated prior to such time due to the inability of the Contractor to be adequately compensated for any such attempted cancellation or termination. The jurisdiction, venue, and all dispute resolution procedures established by this Subcontract Agreement shall be binding and applicable to claims against the Subcontractor's Guarantor.

11. Davis - Bacon Act:

Subcontractor acknowledges that all work performed under this agreement shall be subject to the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and will comply with RD Instruction 1940-C Exhibit A, which is hereby incorporated to this agreement by reference. Submission of all reports required shall be a condition of payment.

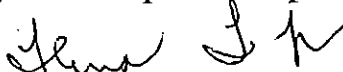
12. Other Regulations:

Subcontractor acknowledges that it will comply, as applicable, with the following regulations:

"41 CFR 60-1 (Obligations of Contractors and Subcontractors), 41 CFR 60-2 for non-construction contractors, 41 CFR 60-4 for construction contractors, 41 CFR 60-250 (obligations regarding veterans), 41 CFR 60-741 (obligations regarding disabled individuals), EEO-1 report, and VETS-100 report."

The foregoing agreement is freely and voluntarily entered into by the Contractor, the Subcontractor, and the Subcontractor's Guarantor, as is evidenced by their representative signatures below.

Flynn Development Corporation

By: 
(signature)

Thomas F. Flynn
(print name)

Its: President
(title)

Date: 7/29/2014

Subcontractor: Landform of Central Florida, Inc.

By: 
(signature)

Maureen Haggerty
(print name)

Its: Vice President
(title)

Date: 7/29/2014 2014

Subcontractor's Guarantor

By: 
(signature)

Maureen Haggerty
(print name)

Date: 7/29/2014 2014

EXAMPLE


**Oakbrook Villas Apartments
Bellevue, Florida**

Scope of Work

Code 14 – 0255

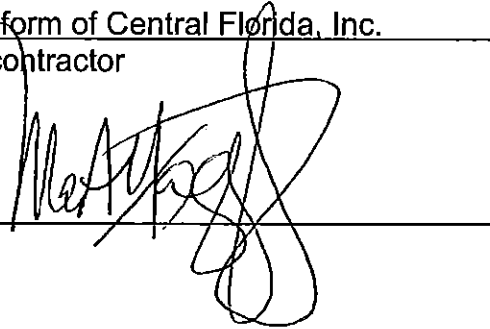
Landscaping

1. Landscaping based on the Landscape Plans prepared by the Patrick Hodges Land Studio (PHLS). Sheets 1 of 6 through 6 of 6 dated July 16, 2014. (Irrigation not included)

77. 

Landform of Central Florida, Inc.
Subcontractor

By: _____



77.

EXAMPLE

Exhibit A Draw Schedule

Project: Oakbrook Villas
 Cost Code: 14-0255
 Description: Landscaping
 Contract Amount: **\$29,710.50**

Subcontractor: Landform of Central Florida Inc.

| | | Draw | | A | B | R | Total |
|--------------------|------|--|---------|------------------------------|----------------|-------------------|--------------------|
| | | Description of work to be completed All inspections passed. | | Building 100% Complete | | | |
| Building Number | Type | Units | Other | First Draw | Second Draw | Retainage | XXXXXXX |
| 703 | B | 6 | Office | \$3,819.92 | | \$424.44 | \$4,244.36 |
| 705 | C | 6 | | \$3,819.92 | | \$424.44 | \$4,244.36 |
| 707 | C | 6 | Laundry | \$3,819.92 | | \$424.44 | \$4,244.36 |
| 709 | A | 6 | | \$3,819.92 | | \$424.44 | \$4,244.36 |
| 711 | B | 6 | | \$3,819.92 | | \$424.44 | \$4,244.36 |
| 713 | B | 6 | | \$3,819.92 | | \$424.44 | \$4,244.36 |
| 715 | B | 6 | | \$3,819.92 | | \$424.44 | \$4,244.36 |
| Totals | | 42 | | \$26,739.45 | \$0.00 | \$2,971.05 | \$29,710.50 |

Flynn Development Corporation:

By: 

Subcontractor: Landform of Central Florida Inc.

By: 

INSURANCE REQUIREMENTS

The Subcontractor must provide Workers' Compensation coverage and Liability Insurance in the amounts set forth below. No work may commence until the certificate is provided per the following requirements and approved by the Contractor in the Contractor's sole discretion.

An original certificate of insurance showing **FLYNN DEVELOPMENT CORPORATION, FLYNN MANAGEMENT CORPORATION, and OVAR, Ltd.** as an ADDITIONAL INSURED, indicating that **SUBCONTRACTOR'S INSURANCE IS PRIMARY** (collectively "Contractor"), and be in the same form as Exhibit "C" to the Subcontract Agreement, must be provided by the Subcontractor and approved by the Contractor before commencement of the Subcontract Work and before making any deliveries of materials to the project site.

- a. **Workers' Compensation:** All individuals performing work for or on behalf of the Subcontractor must be covered by workers' compensation insurance or be exempt in accordance with Florida law. Subcontractor may not permit any individual to perform the Subcontract work unless the individual is covered by workers' compensation insurance in the limits set forth herein or legally exempt.
 - 1. **Insurance Policy** - Coverage to be statutory with a minimum of \$500,000 / 500,000 / 500,000 employer's liability and must cover all persons performing work for or on behalf of the Subcontractor, including, but not limited to employees and principals.
 - 2. **Exempt** - If the Subcontractor claims that it, any employee or any principal of the Subcontractor is exempt from Workers' Compensation coverage, before commencement of the Subcontract work, the Subcontractor must provide the Contractor with a copy of the Subcontractor's or individual's exemption card issued by the Division of Workers' Compensation of the Florida Department of Labor and Employment Security (the "Department") evidencing the Subcontractor's or individual's exempt status, and documentation from the Department stating that as of the date of the execution of the Subcontract Agreement, the Subcontractor's or individual's exemption has not been revoked and the Subcontractor has not exceeded its maximum number of exempt persons. The Contractor has sole discretion as to whether to accept the provided exemption documentation.
 - 3. **Leased Employees** - If Subcontractor uses leased employees to perform the Subcontract work, then Subcontractor must provide insurance certificate proving the existence of workers' compensation coverage from leasing company in conformance with the limits and terms herein and a list of individuals covered by the workers' compensation insurance.
- b. **Public Liability Insurance:** Comprehensive General Liability including premises operations, products, completed operations, broad form damage, contractual insurance, and independent contractors.

| | | |
|-----------------|-------------|-----------------|
| Bodily Injury | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Aggregate |
| Property Damage | \$1,000,000 | Each Occurrence |
| | \$2,000,000 | Aggregate |

- c. **Umbrella Coverage:** \$1,000,000 optional, if GL limits are lower than listed above
- d. **Automobile Liability Insurance,** including any auto, hired, and non-owned vehicles.

| | | |
|-----------------------|-------------|---------------|
| Combined Single Limit | \$1,000,000 | Each Accident |
|-----------------------|-------------|---------------|

The certificate must contain a 30-day notice of cancellation with the following language:
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail written notice to the certificate holder 30 days prior to the cancellation date.
 Subcontractor authorizes Flynn Development Corporation to contact its insurance agent(s) directly to obtain proof of required coverage.

NO DEVIATIONS FROM THE ABOVE WILL BE ACCEPTED

All certificates must be mailed to the following address: **FLYNN DEVELOPMENT CORPORATION, 516 Lakeview Road, Unit 8, Clearwater, Florida 33756-3302, Telephone (727) 449-1182.**

*Those contractors involved in any form of excavation must also carry explosion, collapse, and underground hazards coverage.

ACKNOWLEDGED BY:

Landform of Central Florida, Inc. _____
(Print Subcontractor's name)
 By: Maureen Haggerty _____
(signature)
Maureen Haggerty _____
(print name)
 Its: Vice President _____
(title)

77

727-754-8489

EXAMPLE

EXHIBIT "D" FLYNN DEVELOPMENT CORPORATION SUBCONTRACTOR/VENDOR INFORMATION SHEET

A. The legal name and business address of the subcontractor/vendor is:

Business Name: Landform of Central Florida

Street Address: 398 Dobson St.

City: Orlando State: FL Zip: 32805

Principal: _____ Salesman: _____

Phone: 407-298-2036 Fax: 407-298-8987

Email: alcx@landforminc.com Mobile: 321-263-8643

B. The subcontractor/vendor is: (Check one)

1. Corporation Limited Liability Corporation General Partnership
 Limited Partnership Proprietorship Other

2. Federal I.D. Number: 59-2965643

3. FL Dept. of Professional Reg. License (Attach Copy): _____

4. FDPR Qualifying Individual Name: Landform

5. Local Occupational License Number (Attach Copy): _____

C. The name, title, and address of the owner, partners or officers of the subcontractor/vendor firm are:

Name: Erin Sims Title: President

Home Street Address: 2797 Vine St.

City: Orlando State: FL Zip: 32806

Social Security No.: _____ Home Phone No. 407-468-0561

Name: Maureen Haggerty Title: Vice President

Home Street Address: 2425 Stoneview Rd

City: Orlando State: FL Zip: 32806

Social Security No.: _____ Home Phone No. 407-468-0560

D. The names and addresses of all suppliers and subcontractors I will use are as follows:

| Name | Address | Description of Service/Material Supplied | Area Code/Phone |
|-----------------|---|--|---------------------|
| <u>Bentuck</u> | <u>1635 SE city Hwy 435 Belleview, FL</u> | <u>TRIPS</u> | <u>352-245-5429</u> |
| <u>Triple O</u> | <u>14150 SW 248 St. Homestead, FL</u> | <u>Plant material</u> | <u>305-246-0256</u> |

E. Insurance Agency - Liability: Coopersimms

Agent Name: Rick Hannon Agent Phone Number: 407-644-8689

F. Insurance Agency - Workers Comp: Coopersimms

Agent Name: Rick Hannon Agent Phone Number: 407-644-8689

I hereby certify that this information is correct and authorize verification including the obtaining of credit reports by the General Contractor or its agents.

Date: 7/28/14

Subcontractor/Vendor: Landform of Central Florida

By: [Signature]

Title: Secretary

77

[Signature]

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
 CLEARWATER, FL 33756
 (727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

30-Jul-14

PURCHASE ORDER NUMBER

14-0255-703-A

EXAMPLE

SPECIAL INSTRUCTIONS

1. WE RESERVE THE RIGHT TO CANCEL THIS P.O. IF WORK HAS NOT STARTED OR MATERIALS NOT DELIVERED.
2. PURCHASE ORDER NO. MUST APPEAR ON ALL SHIPPING INVOICES OR CORRESPONDENCE.
3. NO LIABILITY WILL BE ASSUMED BY FDC FOR MATERIALS OR LABOR IN EXCESS OF THE AMOUNT SPECIFIED ON THIS P.O.
4. ISSUANCE OF THIS P.O. IS BINDING FOR LABOR AND MATERIALS AT PRICES SPECIFIED UNLESS NOTICE OF INABILITY TO COMPLY IS GIVEN TO FDC WITHIN 10 WORKING DAYS OF RECEIPT OF P.O.
5. ALL WORK MUST CONFORM TO FDC SUB-CONTRACTOR AGREEMENT ON FILE.

JOB NAME: OAKBROOK VILLAS APARTMENTS
 STREET ADDRESS: 11703 SE 57TH AVE.
 CITY, STATE: BELLEVIEW, FL 34420
 JOB PHONE: 352-245-7977

VENDOR NAME: LANDFORM OF CENTRAL FLORIDA INC.
 STREET ADDRESS: 398 N. DOBSON STREET
 CITY, STATE: ORLANDO, FL 32805
 PHONE: 407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|---------------------------|------|----------------------------|------------|--------------|
| LANDSCAPE - OFFICE | | | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |

SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
 14-0255-703-A

EMAILED

7/30/14

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
 CLEARWATER, FL 33756
 (727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

30-Jul-14

PURCHASE ORDER NUMBER 14-0255-705-A

EXAMPLE

SPECIAL INSTRUCTIONS

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JOB NAME OAKBROOK VILLAS APARTMENTS
 11703 SE 57TH AVE.
 STREET ADDRESS BELLEVIEW, FL 34420
 CITY, STATE 352-245-7977
 JOB PHONE

 VENDOR NAME LANDFORM OF CENTRAL FLORIDA INC.
 398 N. DOBSON STREET
 STREET ADDRESS ORLANDO, FL 32805
 CITY, STATE 407-298-3036
 PHONE

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|-----------------------|------|----------------------------|------------|--------------|
| LANDSCAPE - BLDG. 705 | | | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |

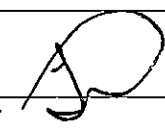
SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
 14-0255-705-A

EMAILED

7/30/14

PURCHASE ORDER NUMBER
 FDC FILE COPY

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
 CLEARWATER, FL 33756
 (727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

30-Jul-14

PURCHASE ORDER NUMBER

14-0255-707-A

EXAMPLE

SPECIAL INSTRUCTIONS

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 STREET ADDRESS 11703 SE 57TH AVE.
 CITY, STATE BELLEVIEW, FL 34420
 JOB PHONE 352-245-7977

VENDOR NAME LANDFORM OF CENTRAL FLORIDA INC.
 STREET ADDRESS 398 N. DOBSON STREET
 CITY, STATE ORLANDO, FL 32805
 PHONE 407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|---------------------|------|----------------------------|------------|--------------|
| LANDSCAPE - LAUNDRY | | | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |

SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

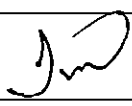
DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

EMAILED

7/30/14

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
 14-0255-707-A

PURCHASE ORDER NUMBER
 FDC FILE COPY

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
 CLEARWATER, FL 33756
 (727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

30-Jul-14

PURCHASE ORDER
 NUMBER

14-0255-709-A

EXAMPLE

SPECIAL INSTRUCTIONS

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JOB NAME
 STREET ADDRESS
 CITY, STATE
 JOB PHONE

OAKBROOK VILLAS APARTMENTS
 11703 SE 57TH AVE.
 BELLEVIEW, FL 34420
 352-245-7977

VENDOR NAME
 STREET ADDRESS
 CITY, STATE
 PHONE

LANDFORM OF CENTRAL FLORIDA INC.
 398 N. DOBSON STREET
 ORLANDO, FL 32805
 407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|----------|------|----------------------------|------------|--------------|
| | | LANDSCAPE - BLDG. 709 | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |

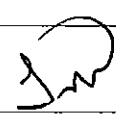
SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
 14-0255-709-A

EMAILED

7/30/14

PURCHASE ORDER NUMBER
 FDC FILE COPY

30-Jul-14

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
CLEARWATER, FL 33756
(727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

PURCHASE ORDER
NUMBER

14-0255-711-A

EXAMPLE

SPECIAL INSTRUCTIONS

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JOB NAME
STREET ADDRESS
CITY, STATE
JOB PHONE

OAKBROOK VILLAS APARTMENTS
11703 SE 57TH AVE.
BELLEVIEW, FL 34420
352-245-7977

VENDOR NAME
STREET ADDRESS
CITY, STATE
PHONE

LANDFORM OF CENTRAL FLORIDA INC.
398 N. DOBSON STREET
ORLANDO, FL 32805
407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|-----------------------|------|----------------------------|------------|--------------|
| LANDSCAPE - BLDG. 711 | | | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |


SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
14-0255-711-A

EMAILED

7/30/14

PURCHASE ORDER NUMBER
FDC FILE COPY

30-Jul-14

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
CLEARWATER, FL 33756
(727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

PURCHASE ORDER
NUMBER

14-0255-713-A

EXAMPLE

SPECIAL INSTRUCTIONS

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CITY, STATE
JOB PHONE

OAKBROOK VILLAS APARTMENTS
11703 SE 57TH AVE.
BELLEVIEW, FL 34420
352-245-7977

VENDOR NAME
STREET ADDRESS
CITY, STATE
PHONE

LANDFORM OF CENTRAL FLORIDA INC.
398 N. DOBSON STREET
ORLANDO, FL 32805
407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|-----------------------|------|----------------------------|------------|--------------|
| LANDSCAPE - BLDG. 713 | | | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |


SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

AUTHORIZED: _____ DATE 30 Jul 14

APPROVED:  _____ DATE _____
14-0255-713-A

EMAILED
7/30/14

PURCHASE ORDER NUMBER
FDC FILE COPY

30-Jul-14

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
CLEARWATER, FL 33756
(727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

PURCHASE ORDER
NUMBER

14-0255-715-A

EXAMPLE

SPECIAL INSTRUCTIONS

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STREET ADDRESS
CITY, STATE
JOB PHONE

OAKBROOK VILLAS APARTMENTS
11703 SE 57TH AVE.
BELLEVIEW, FL 34420
352-245-7977

VENDOR NAME
STREET ADDRESS
CITY, STATE
PHONE

LANDFORM OF CENTRAL FLORIDA INC.
398 N. DOBSON STREET
ORLANDO, FL 32805
407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|-----------------------|------|----------------------------|------------|--------------|
| LANDSCAPE - BLDG. 715 | | | | |
| 1 | EA | BUILDING 100% COMPLETE | | 3,819.92 |

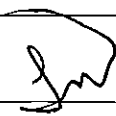
SUB-TOTAL \$3,819.92

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$3,819.92

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
14-0255-715-A

EMAILED

7/30/14

PURCHASE ORDER NUMBER
FDC FILE COPY

30-Jul-14

FLYNN DEVELOPMENT CORPORATION

516 LAKEVIEW ROAD VILLA 8
CLEARWATER, FL 33756
(727) 449-1182 FAX (727) 447-5516

PURCHASE ORDER

PURCHASE ORDER NUMBER 14-0255-00-R

SPECIAL INSTRUCTIONS

EXAMPLE

JOB NAME OAKBROOK VILLAS APARTMENTS
STREET ADDRESS 11703 SE 57TH AVE.
CITY, STATE BELLEVIEW, FL 34420
JOB PHONE 352-245-7977

1. WE RESERVE THE RIGHT TO CANCEL THIS P.O. IF WORK HAS NOT STARTED OR MATERIALS NOT DELIVERED.
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VENDOR NAME LANDFORM OF CENTRAL FLORIDA INC.
STREET ADDRESS 398 N. DOBSON STREET
CITY, STATE ORLANDO, FL 32805
PHONE 407-298-3036

| QUANTITY | UNIT | DESCRIPTION/SPECIFICATIONS | UNIT PRICE | TOTAL AMOUNT |
|-----------|------|----------------------------|------------|--------------|
| LANDSCAPE | | | | |
| 1 | LS | RETAINAGE | | 2,971.05 |


SUB-TOTAL \$2,971.05

SALES TAX (RATE %)

DISCOUNT (RATE %) 0.00 \$0.00

*** TOTAL *** \$2,971.05

AUTHORIZED: _____ DATE 30-Jul-14

APPROVED:  _____ DATE _____
14-0255-00-R

EMAILED
7/30/14

PURCHASE ORDER NUMBER
FDC FILE COPY