



Tel. 321-443-5527

1441 Fortune Retail CT, # 114 Kissimmee FL 34744

Lic: ER13014603

To: Joseph R. Daprile
three Deland plaza
Magic mall plaza

ELECTRICAL PROPOSAL-CONTRACT

DATE: 11/2/2016

Electrical outdoor installation

Cell: 386 671 6000

Cell : 321 355 0663

Job address: 2155 w. colonial dr.
Orlando ,florida 32806

Fluorescent light fixture/ LED replace

Scope of work: The work of this division consist of furnishing all plant labor, materials, equipment, supervision, and performing all operations required to complete all items of work in accordance with these specifications, applicable drawings and all other applicable portions of the complete contract documents.

Specification: Proposal is based on the submitted plans/electrical drawings as requested by the BUSINESS OWNER/MANAGER. With revision as indicated with the 2014 NEC.

The installation of:

- Replace 48- 8' fluorescent fixture 2 lamps, total: 98 lamps.120v. 1 pin
- for LED lamps.

We hereby propose to furnish material and labor – complete in accordance with the above specifications, for the sum of:
\$ 10,600.00

Payments are to be made as follow: 50%- \$ 5,300.00 to sign this contract and start the job and 50% \$ 5,300.00 when job is finished. Any deviations from the terms this contract must be recorded on a change order form which is signed and approved by the home/business owner. Work is to be invoiced upon completion. Payment is due five (5) days from receipt of the invoice. A finance charge of 1.5% per month will be charged on all invoices not paid within 30 days.

All work is to be done in professional manner according to standard practices. Any Alteration or deviation from above specifications involving extra costs will executed Only upon written orders and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to Carry all necessary insurances. JLD Electrical workers are fully covered by Workers Compensation Insurance. Owner agrees to liability for costs of collection, including attorneys' fees. Due to uncertainties in commodity markets this proposal is subject to pricing reviews For the duration of the job. JLD Electrical reserves the right to withdraw this proposal at any time.
Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are Hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance:

JLD ELECTRICAL

Authorized Signature JOSE LUIS DIPRE

Acceptance

Signature _____

JOSEPH R. DAPRILE / MAGIC MALL MANAGER.

Print _____

FLORIDA BULB & BALLAST, INC.
 1617 COOLING STREET
 MELBOURNE, FL 32935

Quote

Customer No.: MAGMAL
 Quote No.: 19569

Quote To: **MAGIC MALL PLAZA**
 2155 W. COLONIAL DR
 ATT: JOSEPH DAPRILE JR.
 Orlando, FL 32804

Ship To: **MAGIC MALL PLAZA**
 2155 W. COLONIAL DR
 ATT: JOSEPH DAPRILE JR.
 Orlando, FL 32804

Date		Ship Via		F.O.B.		Terms	
01/19/17		FLS INSTALLER				Due on receipt	
Purchase Order Number				Sales Person		Required	
				MICHAEL HOFFMAN		01/19/17	
Quantity		Item Number		Description		Unit Price	Amount
Required	Shipped	B.O.					
				Replace 2 missing poles in center of parking lot. with new Led fixtures.			
2				CPS 2 8511 AB T2 GRAY TO FIT EXISTING PEDASTAL.	1795.00	3590.00	
2				SB312 GREY MOUNTING ARM FOR FIXTURES	125.00	250.00	
6				SALL 5 50 U1 AFSAL	895.00	5370.00	
10.000		TRUCK2		2 MAN BUCKET TRUCK INSTALL NEW POLES AND FIX 2 MEN	145.00	1450.00	
1.000		SERCALBUC2A		SERVICE CALL AWAY 2 MEN BUCKET	150.00	150.00	

Quote subtotal 10810.00
 Sales tax @ 6.00000% 552.60
 Sales tax @ 0.50000% 46.05

Quote total 11408.65

THANKS FOR THE ORDER

Thank You

FLORIDA BULB & BALLAST, INC.
 1617 COOLING STREET
 MELBOURNE, FL 32935

Quote

Customer No.: MAGMAL
 Quote No.: 19570

Quote To: **MAGIC MALL PLAZA**
 2155 W. COLONIAL DR
 ATT: JOSEPH DAPRILE JR.
 Orlando, FL 32804

Ship To: **MAGIC MALL PLAZA**
 2155 W. COLONIAL DR
 ATT: JOSEPH DAPRILE JR.
 Orlando, FL 32804

Date	Ship Via	F.O.B.	Terms		
01/19/17	FLS INSTALLER		Due on receipt		
Purchase Order Number		Sales Person	Required		
		MICHAEL HOFFMAN	01/19/17		
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.			

			Replace existing MH1000 Cobra head fixtures with New Led shoeboxes		
29			SALL 5 50 U1 AFSAL Led Shoe Box	895.00	25955.00
1.000	SERCALBUC2A		SERVICE CALL AWAY 2 MEN BUCKET	150.00	150.00
21.750	TRUCK1		1 MAN BUCKET TRUCK Replace existing fixtures with led	105.00	2283.75

Quote subtotal 28388.75
 Sales tax @ 6.000000% 1557.30
 Sales tax @ 0.500000% 129.78
 Quote total 30075.83

THANKS FOR THE ORDER

Thank You



Project: Magic Mall

Description:

4'x14' Pan Face	\$7,546.92
8'x9' Pan Face	\$6,423.82
Pole Covers	\$2,472.00
Installation	\$3,800.00
Electrical	\$1,100.00
Permit*	\$700.00
Total	\$22,042.74
Tax 6.5%	\$1,432.78
Grand Total	\$23,475.52
50% deposit required	\$11,737.76
Balance due on completion	\$11,737.76

Building Permits - Estimated fee for permit cost, engineer drawings, time and mileage on standard signage. Extra permit cost over and above the standard will be added to the final invoice.

I agree to the terms above

Signature

Date

NTS Representative

Date

Sheet 3 of 3

3-3-2017 2:30pm

3767 Silver Star Rd.
Orlando, FL 32808
407-296-4929

Estimate



Vital Signs

OF ORLANDO INC.

407-297-0680

FAX: 407-578-5374

7806 N. Orange Blossom Trail,

Orlando Fl. 32810

CUSTOMER/BILLING INFORMATION		PROJECT & INSTALLATION ADDRESS		
MAGIC MALL PLAZA 2155 W. COLONIAL DR. ORLANDO, FL 32804 407-841-0777		SAME CONTACT: WANDA RIVERA wanda@magicmallplaza.com		
PROJECT	DATE	P.O. NO.	PM	ESTIMATE #
RENOVATION	1/31/2017		GLS	17-036
DESCRIPTION		QTY	COST	TOTAL
PYLON SIGN 17" TALL AND 12" TALL FACE LIT CHANNEL LETTERS FOR FREESTANDING POLE SIGN. COPY TO READ: "MAGIC MALL"(17"), "OUTLET" (12") PRICED PER SET. PRICE INCLUDES ALUMINUM BACK PANEL		2	4,063.50	8,127.00T
TO REPLACE 9' x 9' TENANT SIGN. NEW INTERNALLY ILLUMINATED CABINET. ILLUMINATION BY L.E.D. CHANGEABLE PANELS. COLOR AS PER CLIENT SPECIFICATION. DOUBLE SIDED SIGN		1	6,746.00	6,746.00T
POLE COVER FOR EXISTING FREESTANDING SIGN		1	2,850.00	2,850.00T
INSTALLATION			4,800.00	4,800.00
BUILDING PERMITS - ESTIMATED FEE FOR PERMIT COST, ENGINEER DRAWINGS, TIME AND MILEAGE ON STANDARD SIGNAGE. EXTRA PERMIT COST OVER AND ABOVE THE STANDARD WILL BE ADDED TO FINAL INVOICE			775.00	775.00
SALES TAX			6.50%	1,152.00
50% deposit required to begin work. Balance due at time of completion.		TOTAL \$24,450.00		

Signature required to begin processing:

InStyle Technologies LLC

112 W. Citrus St., Altamonte Springs, FL 32714
407-536-0142

ADDENDUM TO PROPOSAL #040716-02

Project scope of work details and warranties

Date: 04/26/16

PROJECT: Magic Mall, 2155 W. Colonial Drive, Orlando, FL 32810

Joseph R. Daprile, SFR Funding Inc.
12 Winding Creek Way, Ormond Beach, FL 32174
386-671-6000 - joe@sfrfunding.com

SCOPE OF WORK

CHANNEL LETTERS (UL listed)

Furnish and install one (1) set of 60" front channel letters, white returns and trim cap, white LED, white acrylic faces (as per drawing).

PYLON SIGN (UL listed)

Furnish and install one (1) Magic Mall monument sign including the following:

4' x 16' double sided ("Magic Mall Outlet") top sign

8' x 13' double sided tenant panel sign with approved vinyl graphics

Aluminum alloy pole covers with textured finish

Custom colors as per drawing

All installation, engineering and permits included

WARRANTY:

Unconditional 2-year warranty on all material and workmanship.

23,475.52

CONSTRUCTION CONTRACT

THIS CONTRACT is made and entered this **15th** day of **March**, 2017, by and between **Three Deland Plaza, LLC** ("Owners") and **Aspen Diversified Construction, Inc.** ("Contractor"),

WITNESSETH:

WHEREAS, Owner is the owner of the following described real property:

**2155 W. Colonial Drive
Orlando, Florida**

(hereafter "Property"); and

WHEREAS, Owner desires to have Contractor construct buildings, appurtenances and improvements (hereafter referred to as the "Improvements") for Owner on the above described Property;

NOW, THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by Owner to Contractor, the parties agree as follow:

1. **Ownership and Condition of Property:** Owner represents and warrants to Contractor that as of the date of the Contract, it is record title holder of the Property. Owner represents that, to the best of its knowledge, the Property is free and clear of any liens or encumbrances from materialmen, suppliers or subcontractors. Owner represents that the Property is suitable for construction of the Improvements, and Contractor shall not be responsible for soil conditions or unknown concealed conditions regarding the Property.
2. **Construction of Improvements:** By this Contract, Contractor agrees to construct the Improvements on the Owner's Lot in accordance with the Plans and Specifications, as attached or referenced in Exhibit "A" to this Contract, which shall be considered to be incorporated into this Agreement (hereinafter "Plans, notes and clarifications").
3. **Price and Payment:** The Owners shall pay the Contractor in current funds based on draws submitted to owner plus overhead and profit. The draw submitted must be in the form of lien releases. Payments shall be made in accordance with the Schedule set forth in Exhibit "B" attached hereto.

4. **Completion of Improvements:** Contractor agrees to sub-stantially complete and deliver the Improvements in a reasonably timely manner from the date a building permit is issued to Contractor by the appropriate governmental agency. However, the Contractor cannot and will not be responsible for injuries, inconvenience, losses or damages whatsoever incurred or suffered by the Owner for unanticipated delay regardless of the reason for such delay. Furthermore, delay in the completion of the construction to the Improvements due to strike, act of God, change orders, national emergency, labor or material shortage or other cause beyond the control of the Contractor shall be an excusable delay and shall not give rise to any right of Owner to cancel or rescind this Agreement. The issuance of a final building inspection by the appropriate government authority and completion of final punch list to the mutual satisfaction of Contractor and Owner's shall be deemed conclusive proof of the completion of the Improvements and the satisfactory condition of the same.

5. **Modifications:** After the Plans and Specifications referred to in Exhibit "A" have been established, then Owner shall have the right to order work changes in the nature of additions, deletions or modifications (hereinafter "change order") without invalidating this Contract, only if the Contractor agrees to same. All Change Orders will be authorized by a written Change Order signed by Owner and Contractor and will include changes, if any, in the completion time and price.

6. **Defaults:** Failure of Owner to make the payments required above, within the time period provided above, or failure of the owner to comply with any other provisions of this Contract, shall render Owner in default of this Contract. Upon such a default, the Contractor in addition to any other remedies available at law or in equity shall be entitled to terminate this Contract by notifying the Owner in writing and giving Owner three (3) days in which to cure the default. All responsibility of the Contractor pursuant to this Contract shall cease at the time of default, and Contractor shall be entitled to all sums due for work completed to date, plus reasonable highest permissible rate on all sums due and unpaid to it. In the event of Contractor's default, the Contractor shall only be responsible to return any amounts paid by Owner to him which have not been reported as complete as of the date of termination. This shall be Owner's sole remedy.

7. **Attorney's Fees:** In the event it becomes necessary for either party to institute litigation to enforce the terms of this Contract, then the prevailing party will be entitled to recover its reasonable court costs and attorney's fees at both the trial and appellate levels.

8. **Subcontractors:** Contractor shall have the right to employ such subcontractors, suppliers, materialmen, employees and agents as it, in its sole discretion, deems appropriate in fulfilling its obligations under this Agreement relative to the construction of the Improvements. Contractor agrees that Subcontractors can not put a lien on property if Contractor is paid and Subcontractor is not. Please see Exhibit B, Contractor pays Subcontractor before coming to Owners for payment.

9. **Indemnification:** Owner agrees to indemnify and hold harmless the Contractor from any and all claims, demands and causes of action made against Contractor by any individual or entity arising out of or relating to performance of this Contract provided such individual or entity is not associated with Contractor, but rather is harmed while on the job site with or without the knowledge of the Owners, but without the consent of the Contractor or under the ultimate direction of the Contractor. This indemnification does not extend to claims against the Contractor by any Sub-contractor, job site employees under the ultimate direction of the Contractor or any vendors, suppliers and material men related to the execution or performance of any part of this contract, except for those elements expressed herein as being provided and/or installed by the Owners including the HVAC system components and installation and plumbing fixture components. This indemnification is incorporated by reference into any and all Contract Documents and shall be subject to a monetary limitation of One Million (\$1,000,000.00) Dollars which Owner and Contractor acknowledges bears a reasonable commercial relationship to the Agreement.

10. **Warranties:** Contractor shall pass onto Owner the various factory guarantees and warranties in connection with the items contained in the Improvements being constructed an in lieu of all other warranties, expressed or implied, Contractor shall, upon receipt of final payment, warrant its work to be free from defects for a period of one year from Certificate of Occupancy (the "Sole Warranty"). THIS SOLE WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR THE SOLE WARRANTY. SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE IMPROVEMENTS AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY SOLD PURSUANT TO THE CONTRACT.

11. **Termination:** In the event Owner terminates Contractor, without cause, Owner shall pay Contractor for all work performed plus 20% for profit and overhead on the work already performed and that amount of profit which Contractor would have reasonably anticipated if Contractor had been permitted to complete the Contract.

12. **Entire Agreement:** Owner acknowledges and agrees that there are no representations or warranties which have been made to him by Contractor or its agents or anyone acting on behalf of Contractor other than those that are specified in the Contract.

13. **Written Agreement:** This Contract is binding upon the parties hereto, their successors and assigns and replaces any and all prior agreements or understandings between the parties hereto (whether written or oral) and cannot be modified except in a written document signed by Owner and Contractor.

14. **Gender:** Wherever the context shall so require, all words herein in the masculine gender shall be deemed to included the feminine or neuter gender, all singular words shall include the plural and all plural words shall include the singular.

15. **Assignment:** This Contract cannot be assigned without written approval of the other party, which consent shall not be unreasonably withheld.

16. **Captions:** The captions used for the sections in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of the Agreement of any section hereof.

17. **Miscellaneous:** The terms and conditions hereof shall bind and the benefits inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. This Contract shall be construed under the laws of the State of Florida regardless of where executed by either party.

Information required by State of Florida:

18. **According to Florida's construction lien law (section 713.001- 713.37 Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor, or a subcontractor fails to pay subcontractors, sub-subcontractors, or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed on your property it could be sold against your will to pay for labor, materials, or other services that your contractor or a subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.**

19. **Florida Homeowners' Construction Recovery Fund: Payment may be available from the Florida Homeowners' Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a Licensed Contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following address and telephone number:**

**State of Florida
Department of Business and Professional Regulation
1940 North Monroe Street
Tallahassee, Florida 32399-0783**

Exhibit A:

See attached Notes and Clarifications for scope of work, proposal dated march 10th, 2017 (attached).
Time line or schedule: The job should take 8 weeks once a building permit is issued.
Material stored in building during construction process. Owner to provide key to Contractor for us to gain access to our materials.

Contract amount: \$49,899.00

Deposit: \$4,989.00

Contractor shall supply lien releases from each subcontractor who performs work on the job and shall be submitted with the draw request. The draw request will be emailed to Owner.

Joe Daprile
Managing Member/Owner



Manufacturer:	CalliStone, Inc. 180 Chigger Waddell Rd. Enoree, SC 29335 1-800-397-5212
Owner:	Magic Mall Plaza 2155 W. Colonial Drive Orlando, Florida 32804
Project Description/Details:	Supply: Three Combination Stone 4600 sq. ft.
Cost Per Square Footage:	\$4.35 / per sq. ft. (4600 sq. ft. @ 4.35) = \$20,010 Material \$7300 Labor \$27600 Stone \$20,010
Discount:	\$1.86 / per sq. ft.
Key Stone:	-0
Cost of Delivery:	-Included with purchase of stone.
Tax (%):	-0
Contract Sum :	\$54,910

Payment Schedule:

Deposit of **50%** of each category upon approval of contract. After both parties agree on initial down payment, all other payments due upon completion of each area of work completed.

Documentation required for payment:

Application for payment (detailed invoice) of work completed to date. Manufacturer obligations are met, signature of work performed and signed change orders are completed (where applicable).

Signatures:

Contractor

Owner

By: _____

By: _____

Signature representing CalliStone, Inc. and Date

Signature

Date

Bryon T. Bishop – VP of Sales

Additional charges could occur for change orders of work other than what is on the original agreement. All agreement prices are valid for 30 days. NOTE: Contract is between Owner and CalliStone, Inc. ONLY.

Representing CalliStone, Inc. and Title

Print Name and Title

CalliStone, Inc.

Vendor/ Manufacturer

Additional charges could occur for change orders of work other than what is on the original agreement. All agreement prices are valid for 30 days. NOTE: Contract is between Owner and CalliStone, Inc. ONLY.



Darrells Custom Quality Works INC

P. O Box 2251
Orlando, FL 32802



Bill To

Kelly
RE: Magic Mall

Quote Date

02/16/2017

Quote # 537

DESCRIPTION	AMOUNT
Install new 18 Gage Metal Stubs from floor to ceiling	0.00
Install fire ready plywood 1/2 inch 5/8 according to plans	0.00
Install Paper Back Wire (Stucco)	0.00
Install Scratch coat, Finish coat and Texture coat (Stucco)	0.00
Prime and Paint	0.00
Clean up and Haul of all debris	0.00
	36,700.00
QUOTE TOTAL	\$36,700.00



Terms & Conditions

** If there are any changes to this Contract, there will be additional cost.**

** We will be working off approved plans from building department**

PAYMENT TERMS:

Down Payment: \$12,000.00

2nd Draw: \$7,000.00 (30% Completion)

3rd Draw: \$7,000.00 (75% Completion)

4th Draw: \$5,700.00 (90% Completion)

Final Draw: \$5,000.00 (Due upon Completion)