

PROPOSAL

Date: 12/14/2017

LRE LLC hereby proposes to perform and furnish the labor, materials, insurance, supervision, equipment, and warranty in accordance with the specifications described below for:

Attn: China Benson

Client: Southpointe Condominium Assn Inc.

Address: 3700 Woodgate Blvd Orlando FL 32822

Project Name: Building Re-Roof for 16 buildings

Lic#CCC1329699

Roofing Proposal/Contract

LRE LLC is pleased to submit this proposal on behalf of our roofing partners and we thank you for the opportunity to bid on your upcoming project. We are Certified, licensed, bondable and insured contractor in the state of Florida and are uniquely positioned to handle a Turnkey Project of this magnitude. Upon signing a contract, We will provide all supervision, labor, material, equipment and tools to meet your specification. The Site Supervisor will have authority to make decisions on behalf of the company as it relates to the above referenced project. The site supervisor is the first line of QA/QC and will make ongoing QA and safety checks through every phase of the process. These checks will also be validated by a member of the management team with regular site inspections.

Our quality and installation expertise lead to the product manufacturers (GAF) approving us as a preferred certified applicator and Certainteed Landmark as a Master Applicator. This allows customers to get an extended warranty on any roofing system installed by us if needed.

We have the proper combination of resources, skills and experience required to successfully integrate, procure the materials required for installation and technically supervise the installation of the specified roofing material in a clean and professional manner. We base this on a long history of successful projects. We will pull all permits and Notice of Commencement.

1. INITIALS JMB

Prior to the issuance of a contract we encourage the customer:

To discuss our process, including but not limited to: efficient ventilation arrangement, special underlayment and nail patterns, valley and flashing treatment with water/ ice barrier underlayment, shingle type, extended warranty options, registration and wind mitigation tests upon completion. We explain steps we take to minimize resident inconvenience and map out work flow patterns and projected time of completion for each phase.

Safety is a priority to us and so we take extra measures to ensure the safety of not just our employees but the customers working in the building. We will require some barriers to keep out foot traffic in certain areas and will display highly visible signs explaining the dangers. The roof will also have cones, flags and perimeter tape warnings to protect our workers who are furnished with every personal safety equipment required to work safely on the job. They will all have harnesses and be tied off to an anchor to prevent falls. First Aid Kits and fire extinguishers will be present on the roof whenever work is ongoing.

Our preparation to begin work includes cleaning the work area, cordoning off certain areas, and suitable areas will be determined for dumpsters and material and tool storage. We will perform drainage tests to ensure there are no areas impeding drainage. Material will then be ordered and loaded on the roof and the tear-off plan will be set. At commencement of work daily goals will be set taking in to consideration weather, and crews will only tear off what they can cover and waterproof by the end of the day.

Maintenance is a key component of any roofing system and to get the projected functional life of the system there should be some routine maintenance performed at a minimum annually.

This proposal includes a roof over of the roof, repairing taper system where damaged and a complete roof-over using premium materials. Our preliminary inspection revealed.

2. INITIALS JmB

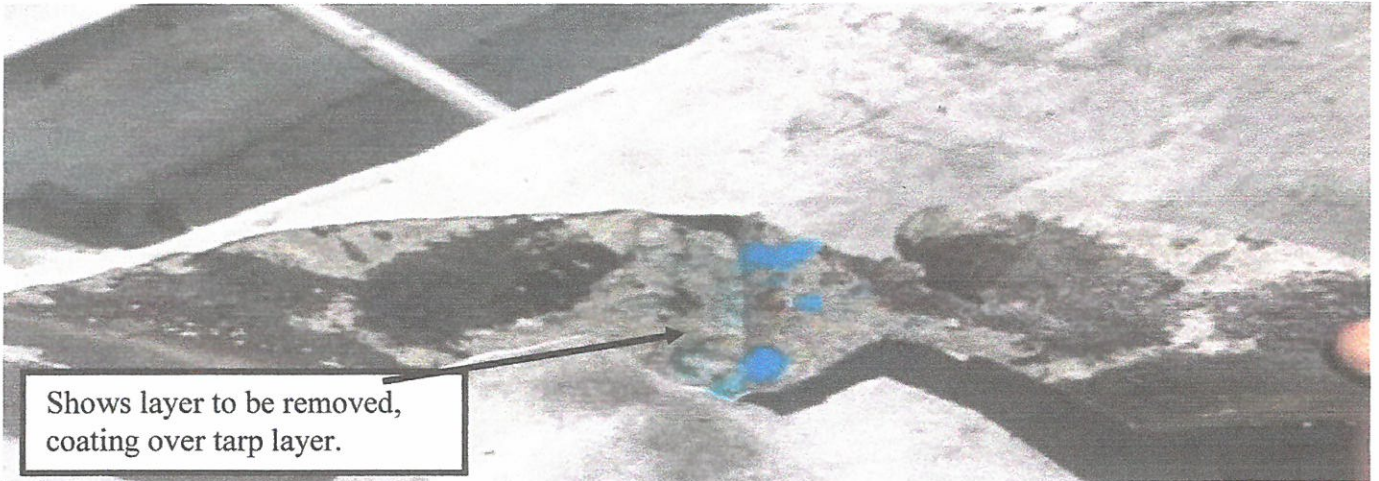


Fig 1 Shows coating layer



Fig 2 Shows roof overview

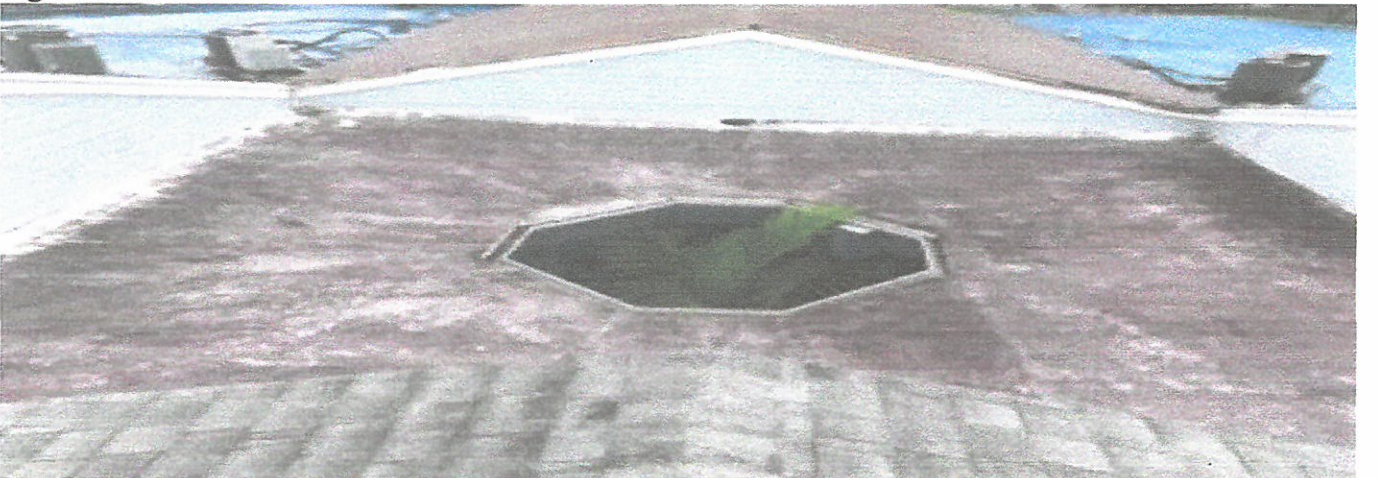


Fig 3 Shows middle roof overview

FLAT ROOF OVER INSTALLATION

1. Remove top layer of coated tarp (substrate) to expose original roof, inspect roof for damage and tear off existing membrane to repair damaged taper system (light weight concrete) and deck where needed.
2. Inspect rest of roof deck for any repairable damage with a non-intrusive manner.
3. Install 1/2" Iso board as required per specification using mechanical fasteners over metal deck to meet wind specifications as per Florida building code.
4. In the event Olybond is not used, plates and screws will be used to fasten boards to roof decking. We will use eight (8) plates per board but in some areas, might need more plates to meet wind uplift requirements.
5. We will install an SRT-60 mils ultra-gard (white membrane TPO) over the 1/2" ISO using mechanical fasteners.
6. Replace all gooseneck vents and pipe jacks to be supplied by LRE.
7. All of the seams will be heat welded as per factory specs.
8. We will re-flash all pipe drains and HVAC units. If any of the units need repairs, customer will be notified, and an outside contractor will be brought in at an additional cost.
9. We will terminate walls using counter flashing and T-Bar at the walls 8"-1" high. We will re-use coping metal and flashing at the parapet wall replacing damaged coping where needed.
10. Membrane will be run up parapet wall 12" and terminated properly with termination bars
11. Exhaustive jobsite cleanup with magnets and overlap teams
12. Dumpster provided by LRE LLC

4. INITIALS JMB

SHINGLE ROOF INSTALLATION SCOPE

1. Remove off existing roof to deck
2. Re-nail deck to code and replace rotted wood
3. Shingles to be installed to manufacturers wind chart specifications
4. All flashing to be minimum 26 gauge or .032 aluminum. Off ridge vents, valley metals, and flashing as required
5. 30lb. Base Sheet, Pre-Finished drip edge.
6. We will install new shingles. (CertainTeed Landmark)
7. All Vents and boots to be supplied by G&A
8. Dumpster Provided by LRE LLC

5. INITIALS JMB

PRODUCT COMPARISONS

Please Note:

Our offer is for TPO due to the following outlined reasons:

- A comprehensive history of product testing
- An ability to be made in a spectrum of colors including reflective white,
- A high resistance to puncture and impact, such as hail
- An excellent resistance to flame exposure and subsequent fire propagation,
- A proven durability against rooftop soiling and contamination,
- A good low-temperature flexibility and high-temperature tolerance,
- Are used in high traffic areas, such as apartments, condos and restaurant roofs.

TPO vs. Traditional Built Up Roofing (Hot Tar)

Built-up roofing (BUR) and modified bitumen roofing systems require the construction of multiple waterproofing membrane layers. Consequently, they are subject to a number of installation errors. Combine these factors with extremely poor resistance to UV, chemical resistance, ponding water and poor energy efficiency, and what you have is an inferior roofing product. Because none of these factors are an issue with single-ply roofing membranes, they continue to take market share from asphalt roofs.

TPO: Thermoplastic Olefin or Polyolefin

TPO membranes are single-ply roof membranes constructed from ethylene propylene rubber. They are designed to combine the durability of rubber with the proven performance of hot-air weldable seams. They have been tested as having excellent resistance to ozone, are algae-resistant, environmentally friendly and safe to install. The material's manufacturers are so confident in properly welded seams that the material is sometimes advertised as a monolithic (seamless) roof. Seam strengths are reportedly 3 to 4 times those of EPDM's adhesive and tape seams. TPO is highly resistant to tears, impacts, and punctures with good flexibility to allow for building movement. TPO's are available in white, light gray, and black with thicknesses of either 45 mils (.045") or 60 mils (.060"). The width of the membrane depends on the manufacturer, but they usually come in widths of six to six-and-a-half feet and are one-hundred feet in length.

TPO membranes are installed fully-adhered, mechanically-attached or ballasted. Fully-adhered means that the roof is "glued" to the substrate using a special adhesive. What actually happens is the glue creates a chemical bond with the membrane.

Ballasted simply means the membrane is loose laid over the top of the roof, sealed at all penetrations and around the perimeter, and then a ballast is put on it to hold it in place. Ballast usually consists of smooth, round, river rock 2" - 3" in diameter and is applied at a rate of 1,000 to 1,200 pounds per roof square (100 sq. ft.). Sometimes concrete pavers are used in their place.

These average 20 pounds per square foot. Mechanically-attached membranes are those that use some type of special screw-type fastener to secure it. The type of fastener will depend on the type of substrate, but all fasteners are generally screw-type fasteners.

PROJECT METHODOLOGY

Conditions:

1. PUNCH OUT 48 HOURS AFTER JOB COMPLETION. DAMAGE AFTER PUNCH OUT IS NOT UNDER WARRANTY.
2. LRE LLC WILL PROVIDE A 5 YEAR WORKMANSHIP WARRANTY FROM THE COMPLETION DATE.
3. THIS BID ASSUMES THERE IS ONLY ONE LAYER OF ROOF CURRENTLY INSTALLED.
4. WE WILL PROVIDE A 15 YEAR MANUFACTURER MATERIAL AND WORKMANSHIP WARRANTY.
5. PRICE DOES NOT INCLUDE METAL LADDERS.
6. ALL FLASHING IS ALUMINUM
7. MATCHING EXISTING FINISHES: LRE LLC CALLS THE ATTENTION OF THE OWNER(S) TO THE LIMITATIONS OF MATCHING FINISH SURFACES. ALTHOUGH WE WILL MAKE EVERY EFFORT TO MATCH EXISTING TEXTURES, COLORS, AND PLANES, EXACT DUPLICATION IS NOT PROMISED.
8. CUSTOMER ACKNOWLEDGES THAT RE-ROOFING MAY CAUSE DISTURBANCE, VIBRATION WHICH MAY LEAD TO DUST OR DEBRIS FALLING INTO THE INTERIOR. CUSTOMER IS RESPONSIBLE FOR THE REMOVAL OR PROTECTION OF PROPERTY DIRECTLY BELOW THE ROOF IN ORDER TO MINIMIZE POTENTIAL INTERIOR DAMAGE.
9. LRE LLC SHALL NOT BE RESPONSIBLE FOR DISTURBANCE, DAMAGE, CLEAN-UP OR LOSS TO INTERIOR PROPERTY THAT CUSTOMER DID NOT REMOVE OR PROTECT PRIOR TO COMMENCEMENT OF ROOFING OPERATIONS. CUSTOMER SHALL NOTIFY TENANTS OF RE-ROOFING AND THE NEED TO PROVIDE PROTECTION UNDERNEATH AREAS BEING RE-ROOFED. CUSTOMER AGREES TO HOLD CONTRACTOR HARMLESS FROM CLAIMS OF TENANTS WHO WERE NOT SO NOTIFIED AND DID NOT PROVIDE PROTECTION.
10. PLYWOOD REPLACEMENT AT AN ADDITIONAL CHARGE OF \$65.00 PER SHEET (4X8). ALL NAILS AND NAIL PATTERNS TO MEET CODES. PLYWOOD CLIPS SHALL BE USED AS PER CODES. NOTE THERE IS NO TAPER OVER THE WOODEN SECTION BECAUSE IT'S SLOPED.
11. REPLACEMENT OF DAMAGED OR ROTTEN 3" FASCIA WILL BE AT A RATE OF \$3.95 PER LF. 6" FASCIA \$3.40 PER LF. SUB FASCIA AND RAFTERS ARE AN ADDITIONAL \$5.25 PER LF.
12. DAMAGED INSULATION REPAIR PER BOARD COST IS \$65 PER BOARD
13. WE ASSUME NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY OF THE ROOF DECK OR OF THE BUILDING ON WHICH THE ROOFING IS TO BE INSTALLED. CUSTOMER REPRESENTS ALL STRUCTURES TO BE IN SOUND CONDITION CAPABLE OF WITHSTANDING NORMAL ROOFING CONSTRUCTION AND OPERATIONS.
14. CUSTOMER TO PROVIDING CONTRACTOR WATER, ELECTRICITY, TOILET OR OTHER UTILITY AS MAY BE REQUIRED BY THE CONTRACTOR TO AFFECT THE WORK COVERED BY THIS CONTRACT.
15. EXISTING OUT-OF-PLUMB AND OUT-OF-LEVEL CONDITIONS: UNLESS OTHERWISE AGREED IN WRITING, G&A IS NOT RESPONSIBLE FOR CORRECTING EXISTING OUT-OF-PLUMB AND OUT-OF-LEVEL CONDITIONS IN EXISTING STRUCTURE.
16. WE CANNOT BE HELD LIABLE FOR DAMAGED LAWNS, PLANTS, TREES, WALKWAYS, DRIVEWAYS, SPRINKLERS, PLUMBING LINES AND CLEAN-OUTS, AND VEGETATION SINCE ACCESS TO AND FROM THE STRUCTURE IS ESSENTIAL FOR MATERIALS TO BE DELIVERED AND FOR WORK TO BE COMPLETED. WE STRIVE TO AVOID ANY DAMAGE AT ALL, AND WILL SEEK TO ACCESS WORK AREA AND/OR STRUCTURES WITH THE LEAST IMPACT.
17. SHOULD YOU HAVE ANY QUESTIONS OR COMMENTS, PLEASE CALL US.

7. INITIALS JMB

Product Data Sheet EverGuard® TPO 60 mil Membrane

Title 24 *
Compliant



Description

GAF EverGuard® TPO 60 mil thermoplastic polyolefin single-ply membrane systems have been engineered to provide superior long-term performance and enhanced durability. Strong, flexible EverGuard TPO 60 mil membrane is suitable for use in all types of single-ply systems: Mechanically Attached, Fully Adhered, and Ballast Applied

Compared to other heavy-duty single-ply EPDM, PVC and TPO membranes, GAF EverGuard TPO 60 mil roofing membrane provides the benefits of all three materials in a single membrane: low installed cost, heat welded seams, white reflective color, and no liquid plasticizers.

Applicable Standards

UL approved for use in the construction of Class A, B, or C roofs, FM Approved, ASTM D6878, Dade County Product Approval, ICC-ES Legacy Report #ER-6030

Physical Properties	ASTM Test Method	ASTM 6878 Minimum	EverGuard Typical Test Data
1. Certain data is provided in MD (machine direction) x CMD (cross machine direction) format. 2. Data is based upon typical product performance, and is subject to normal manufacturing tolerance and variance			
Nominal Thickness	ASTM D-751	0.039" (min.)	0.060"
Breaking Strength	ASTM D-751 Grab Method	220 lbf/in.	320 lbf x 270 lbf
Factory Seam Strength	ASTM D-751	66 lbf	Pass (membrane failure)
Elongation at Break	ASTM D-751	15%	28%
Heat Aging	ASTM D-573	90% Retention of Breaking Strength and Elongation at Break	100%
Tear Strength	ASTM D-751 8" x 8" Sample	55 lbf	70 lbf x 150 lbf
Puncture Resistance	FTM 101C Method 2031	Not Established	380 lbs.
Cold Brittleness	ASTM D-2137	-40 C	-40 C
Permeance	ASTM E-96	Not Established	0.01 Perms
Dimensional Change	ASTM D-1204 @158 F, 6 hrs.	+/- 1%	0.4%
Water Absorption	ASTM D-471 @158 F, 1 week	+/- 3.0% (top coating only)	0.7%
Hydrostatic Resistance	ASTM D-751 Method D	Not Established	430 psi
Ozone Resistance	ASTM D-1149	Pass No visible deterioration @ 7 x magnification	No visible deterioration @ 7 x magnification
Reflectivity	ASTM C1549 & E408	N/A	0.76
Emissivity	ASTM E408	N/A	0.90

Product Data

Roll Size	Note: Product sizes, dimensions, and widths are nominal values and are subject to normal manufacturing/packaging tolerance and variation				
	Colors	Full Roll Size	Full Roll Weight	Half Roll Size	Half Roll Weight
	White, Tan, Gray	10' x 100' (1,000 sq.ft.)	322 lbs.	5' x 100' (500 sq.ft.)	162 lbs.
	Note: Membrane rolls shipped horizontally on pallets.				
Storage	Store rolls on their sides on pallets or shelving in a dry area				
Safety Warning	Membrane rolls are heavy, and are best positioned and installed by at least two people				

* White Membrane Only

Owner: Southpointe
Contractor: L. Rogers Enterprises, LLC
Work Site: Buildings 7 & 8
Work Type: Roofing, Gutters, Drip-Edge, Downspouts, & Parapet Cap

Installment #1 check #100
Installment #2 check #127

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT is made by and between Southpointe Condominium Association, Inc. (Florida State Department Corporations Division Document # 771022) ("Owner") and L. Rogers Enterprises, LLC (Florida State Department Corporations Division Document # L15000134839) ("Contractor"). For good and valuable consideration referenced in this agreement, the sufficiency of which is hereby acknowledged and confirmed, the parties hereby mutually covenant and agree as follows.

1. **FLORIDA STATUTES § 713.015(1) NOTICE.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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, THOSE 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 YOUR PROPERTY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED YOU CONSULT AN ATTORNEY.

2. **Work Site.** Contractor shall perform the construction, repair, and/or improvement work referenced in this agreement within certain portions of the common elements and/or limited common elements of Buildings 7 and 8 within Owner's condominium development in Orlando, Florida ("Subject Property").

3. **Work Scope.** For the contract price referenced in this agreement, Contractor shall perform the following construction, repair, and/or improvement work:

A. **Roofing.** (1) Re-roof Subject Property in its entirety as per Contractor specifications more particularly described in attached composite Exhibit A and (2), with Owner's prior written approval, perform additional substrate repair work (removing and closing disused penetrations and/or replacing deteriorated sections) as may be necessary in connection with the re-roofing work.

B. **Gutters, Drip-Edge, & Downspouts.** (1) Replace all existing gutters on the Subject Property with new six-inch gutters; (2) replace the existing drip-edge on the Subject Property with a new drip-edge; and (3) replace all existing downspouts on the Subject Property with new downspouts.

C. **Parapet Cap.** Replace existing parapet cap with new white parapet cap on entire perimeter of the Subject Property.

4. **Work Timing.** Time is of the essence under this agreement. Contractor shall commence the construction, repair, and/or improvement work referenced in this agreement on or before Monday, January 22nd, 2018.

Owner JMB

Contractor [Signature]

Contractor shall fully complete the construction, repair, and/or improvement work referenced in this agreement within three (3) weeks after commencement of the work (subject to delay due to adverse weather and/or other unforeseeable cause beyond Contractor's reasonable control), and in collaboration on timing with Owner's contractor scheduled to furnish certain air conditioning equipment construction, repair, and/or improvement work on the Subject Property under a separate agreement with Owner contemporaneously with the work referenced in this agreement.

5. **Contract Price & Payment.** For the construction, repair, and/or improvement work referenced in this agreement, Owner shall pay to Contractor \$103,500 (inclusive of all labor, material, and any other costs related to the subject work), in the following two installments: \$51,750 upon execution (effective date) of this agreement; and \$51,750 upon full completion of the entire scope of work under this agreement (including any punch list items and all inspections). Additionally, for all additional substrate repair work (if any) performed by Contractor (with Owner's prior written approval by change order), upon full completion of the entire scope of work under this agreement (including any punch list items and inspections), Owner shall pay to Contractor the total amount due for such additional substrate repair work at the rate of \$65 per sheet (4x8) (inclusive of all labor, material, and/or any other costs related to such additional substrate repair work). In order to obtain the aforesaid final payment, Contractor shall duly execute, and deliver to Owner the original of, the final payment affidavit and lien release/waiver form attached hereto as **Exhibit B** and shall provide to Owner, in form(s) reasonably satisfactory to Owner, written proof that full payment has been made to all materialmen and/or sub-contractors who furnished materials and/or labor for the subject construction, repair, and/or improvement work referenced in this agreement.

6. **Indemnity & Defense.** To the fullest extent permitted by applicable law, Contractor shall fully defend, indemnify, and hold harmless Owner from and against any and all claims, fines, liens, suits, judgments, losses, expenses, and/or other liability (including, without limitation, attorney fees and costs), whether for personal injury, property damage, labor, materials, or otherwise, arising out of and/or in any manner connected with the construction, repair, and/or improvement work referenced in this agreement

7. **Insurance.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall maintain in full force and effect, comprehensive general liability / commercial insurance (in an amount not less than \$1,000,000 per occurrence) and workers compensation insurance (in the amount required by applicable law).

8. **Permits, Licenses, & Inspections.** At its own expense, Contractor shall obtain all permits, licenses, and/or inspections required by applicable law to perform the construction, repair, and/or improvement work referenced in this agreement.

9. **Commencement Notice.** On Owner's behalf, Contractor shall record and post commencement notice in accordance with Florida Statutes § 713.13.

10. **Cleanliness, Work Hours, & Conduct.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall at all times keep Owner's premises reasonably clean and free from the accumulation of waste materials and/or any unsafe conditions; and, upon completion of the work, Contractor shall immediately remove any and all debris/waste, tools, equipment, and/or surplus materials from Owner's premises. Contractor shall perform all work under this agreement during the work hours of Monday through Friday between 8am and 5pm. Contractor shall not perform any work under this agreement at any other time, unless authorized by Owner in writing prior to the performance any such work outside the normally authorized work hours set forth in the previous sentence. All workers furnished by or for Contractor shall at all times behave in a professional and courteous manner (including, without limitation, refraining from playing music at an unreasonably loud volume).

Owner JMB

Contractor OK

11. **Manufacturer/Supplier Warranties & Documents.** No later than completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall deliver to Owner all manufacturer and/or material supplier warranties and other documents (including, without limitation, manuals and/or instructional papers).

12. **Contractor Warranties.** Contractor expressly warrants to Owner that: (a) all materials and equipment furnished under this agreement shall be new and of good quality (unless otherwise agreed in writing by Owner); (b) all construction, repair, and/or improvement work referenced in this agreement shall be free from any defect and/or deficiency, in strict accordance with this agreement, all applicable specifications (by architect, designer, manufacturer, material supplier, and/or otherwise), and all applicable law (including, without limitation, local building code requirements), and otherwise in accordance with accepted trade and/or industry standards for good and workmanlike performance; (c) Contractor shall promptly correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, so long as the defect, deficiency, and/or contract deviance becomes manifest within 365 days after full completion (including any punch list items) of all construction, repair, and/or improvement work referenced in this agreement; (d) Contractor shall at all times furnish sufficient labor (including, without limitation, appropriate supervision of workers) and materials to complete the construction, repair, and/or improvement work referenced in this agreement in a timely and otherwise proper manner; and (e) Contractor shall make full and timely payment to all subcontractors and/or material suppliers in accordance with the respective agreements between Contractor and such subcontractors and/or material suppliers. The provisions of this paragraph shall survive performance and/or termination of this agreement.

13. **Owner Right to Stop Work.** If Contractor fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may direct Contractor in writing to stop further work until the correction is made.

14. **Owner Right to Carry Out Work.** If Contractor, within a seven day period after receipt of written notice from Owner to correct, fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may, without prejudice to any other Owner rights or remedies, correct such deficiencies. In which case, if Contractor has not been paid the full contract price under this agreement, a change order shall be issued deducting from payments due to Contractor all costs incurred by Owner for the correction work; and, if Contractor has been paid the full contract price under this agreement, Contractor shall immediately reimburse Owner for all costs incurred by Owner for the correction work. The provisions of this paragraph shall survive performance and/or termination of this agreement.

15. **Termination.** If Contractor breaches any term of this agreement, and such breach is not cured within seven days after written notice of breach from Owner, Owner may terminate Contractor's employment and/or services under this agreement by serving written notice of termination to Contractor. In which case, without prejudice to any other Owner rights or remedies, Owner may take possession of the site of work and all materials thereon owned by Contractor and/or complete the construction, repair, and/or improvement work referenced in this agreement by whatever reasonable means, method, and/or manner Owner may deem necessary, expedient, and/or appropriate. If Owner exercises this termination right, Contractor shall not be entitled to receive any further payment under this agreement until the construction, repair, and/or improvement work referenced in this agreement is fully completed. If the unpaid balance of the contract price under this agreement is greater than the costs incurred by Owner to complete

Owner JMB

Contractor 

the construction, repair, and/or improvement work referenced in this agreement, Owner shall retain such difference (excess) and no further payment shall be due to Contractor. However, if the unpaid balance of the contract price under this agreement is less than the costs incurred by Owner to complete the construction, repair, and/or improvement work referenced in this agreement, Contractor shall immediately pay such difference (deficiency) to Owner. The provisions of this paragraph shall survive performance and/or termination of this agreement.

16. **Assignment & Delegation.** Neither party may assign or delegate its rights or duties under this agreement, unless each party consents to such assignment or delegation in writing prior thereto.

17. **Amendment & Modification.** This agreement may be amended or modified (including, without limitation, to consummate any change orders) only in writing mutually agreed and duly executed by the parties.

18. **Notice.** All formal notices pursuant to this agreement shall be served on the parties' respective then-current registered agent as listed on the Florida State Department Corporations Division website. Service of all such notices shall be effective upon the date of actual delivery to the person receiving such notices (if delivered in hand) and/or upon the date of mailing (if sent by United States Postal Service certified mail / return-receipt requested).

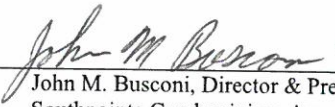
19. **Entire Agreement, Parol Evidence, Merger, & Full Integration.** This written agreement constitutes the entire and fully integrated agreement (and supercedes any and all prior negotiations, representations, and/or agreements, written and/or oral) by and between the parties with respect to the subject-matter addressed in this agreement.

20. **Governing Law.** This agreement shall be governed by Florida law – including (without limitation) the Construction Lien Law (Florida Statutes §§ 713.001-713.37) in effect as of the effective date of this agreement. However, the parties hereby expressly agree to opt out of the notice and cure provisions of Florida Statutes Chapter 558.

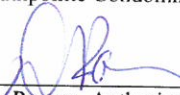
21. **Additional Provisions.** Notwithstanding any language to the contrary contained herein, the parties further covenant and agree as follows: (a) Contractor may perform work under this agreement on weekends and (b), at no additional cost to Owner beyond the contract price stated herein, Contractor shall provide to Owner a workmanship warranty for a five-year period commencing on the work completion date (in addition to the manufacturer material & workmanship warranty commencing on the work completion date).

WITNESS THE EXECUTION HEREOF by the parties (through their duly-authorized signatories) on the date(s) set forth below (the latest of which shall be the effective date of this agreement).

Dated: 1/3/18

By: 
John M. Busconi, Director & President
Southpointe Condominium Association, Inc.

Dated: 1/2/18

By: 
Lee Rogers, Authorized Member
L. Rogers Enterprises, LLC

Installment #1 check #105
Installment #2 check #133

Owner: Southpointe
Contractor: L. Rogers Enterprises, LLC
Work Site: Buildings 41 & 42
Work Type: Roofing, Gutters, Drip-Edge, Downspouts, & Parapet Cap

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2. **Work Site.** Contractor shall perform the construction, repair, and/or improvement work referenced in this agreement within certain portions of the common elements and/or limited common elements of Buildings 41 and 42 within Owner's condominium development in Orlando, Florida ("Subject Property").

3. **Work Scope.** For the contract price referenced in this agreement, Contractor shall perform the following construction, repair, and/or improvement work:

A. **Roofing.** (1) Re-roof Subject Property in its entirety as per Contractor specifications more particularly described in attached composite Exhibit A and (2), with Owner's prior written approval, perform additional substrate repair work (removing and closing disused penetrations and/or replacing deteriorated sections) as may be necessary in connection with the re-roofing work.

B. **Gutters, Drip-Edge, & Downspouts.** (1) Replace all existing gutters on the Subject Property with new six-inch gutters; (2) replace the existing drip-edge on the Subject Property with a new drip-edge; and (3) replace all existing downspouts on the Subject Property with new downspouts.

C. **Parapet Cap.** Replace existing parapet cap with new white parapet cap on entire perimeter of the Subject Property.

4. **Work Timing.** Time is of the essence under this agreement. Contractor shall commence the construction, repair, and/or improvement work referenced in this agreement on or before Thursday, February 8th, 2018.

Owner JMB

Contractor [Signature]

Contractor shall fully complete the construction, repair, and/or improvement work referenced in this agreement within three (3) weeks after commencement of the work (subject to delay due to adverse weather and/or other unforeseeable cause beyond Contractor's reasonable control), and in collaboration on timing with Owner's contractor scheduled to furnish certain air conditioning equipment construction, repair, and/or improvement work on the Subject Property under a separate agreement with Owner contemporaneously with the work referenced in this agreement.

5. **Contract Price & Payment.** For the construction, repair, and/or improvement work referenced in this agreement, Owner shall pay to Contractor \$103,500 (inclusive of all labor, material, and any other costs related to the subject work), in the following two installments: \$51,750 upon execution (effective date) of this agreement; and \$51,750 upon full completion of the entire scope of work under this agreement (including any punch list items and all inspections). Additionally, for all additional substrate repair work (if any) performed by Contractor (with Owner's prior written approval by change order), upon full completion of the entire scope of work under this agreement (including any punch list items and inspections), Owner shall pay to Contractor the total amount due for such additional substrate repair work at the rate of \$65 per sheet (4x8) (inclusive of all labor, material, and/or any other costs related to such additional substrate repair work). In order to obtain the aforesaid final payment, Contractor shall duly execute, and deliver to Owner the original of, the final payment affidavit and lien release/waiver form attached hereto as **Exhibit B** and shall provide to Owner, in form(s) reasonably satisfactory to Owner, written proof that full payment has been made to all materialmen and/or sub-contractors who furnished materials and/or labor for the subject construction, repair, and/or improvement work referenced in this agreement.

6. **Indemnity & Defense.** To the fullest extent permitted by applicable law, Contractor shall fully defend, indemnify, and hold harmless Owner from and against any and all claims, fines, liens, suits, judgments, losses, expenses, and/or other liability (including, without limitation, attorney fees and costs), whether for personal injury, property damage, labor, materials, or otherwise, arising out of and/or in any manner connected with the construction, repair, and/or improvement work referenced in this agreement

7. **Insurance.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall maintain in full force and effect, comprehensive general liability / commercial insurance (in an amount not less than \$1,000,000 per occurrence) and workers compensation insurance (in the amount required by applicable law).

8. **Permits, Licenses, & Inspections.** At its own expense, Contractor shall obtain all permits, licenses, and/or inspections required by applicable law to perform the construction, repair, and/or improvement work referenced in this agreement.

9. **Commencement Notice.** On Owner's behalf, Contractor shall record and post commencement notice in accordance with Florida Statutes § 713.13.

10. **Cleanliness, Work Hours, & Conduct.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall at all times keep Owner's premises reasonably clean and free from the accumulation of waste materials and/or any unsafe conditions; and, upon completion of the work, Contractor shall immediately remove any and all debris/waste, tools, equipment, and/or surplus materials from Owner's premises. Contractor shall perform all work under this agreement during the work hours of Monday through Friday between 8am and 5pm. Contractor shall not perform any work under this agreement at any other time, unless authorized by Owner in writing prior to the performance any such work outside the normally authorized work hours set forth in the previous sentence. All workers furnished by or for Contractor shall at all times behave in a professional and courteous manner (including, without limitation, refraining from playing music at an unreasonably loud volume).

11. **Manufacturer/Supplier Warranties & Documents.** No later than completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall deliver to Owner all manufacturer and/or material supplier warranties and other documents (including, without limitation, manuals and/or instructional papers).

12. **Contractor Warranties.** Contractor expressly warrants to Owner that: (a) all materials and equipment furnished under this agreement shall be new and of good quality (unless otherwise agreed in writing by Owner); (b) all construction, repair, and/or improvement work referenced in this agreement shall be free from any defect and/or deficiency, in strict accordance with this agreement, all applicable specifications (by architect, designer, manufacturer, material supplier, and/or otherwise), and all applicable law (including, without limitation, local building code requirements), and otherwise in accordance with accepted trade and/or industry standards for good and workmanlike performance; (c) Contractor shall promptly correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, so long as the defect, deficiency, and/or contract deviance becomes manifest within 365 days after full completion (including any punch list items) of all construction, repair, and/or improvement work referenced in this agreement; (d) Contractor shall at all times furnish sufficient labor (including, without limitation, appropriate supervision of workers) and materials to complete the construction, repair, and/or improvement work referenced in this agreement in a timely and otherwise proper manner; and (e) Contractor shall make full and timely payment to all subcontractors and/or material suppliers in accordance with the respective agreements between Contractor and such subcontractors and/or material suppliers. The provisions of this paragraph shall survive performance and/or termination of this agreement.

13. **Owner Right to Stop Work.** If Contractor fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may direct Contractor in writing to stop further work until the correction is made.

14. **Owner Right to Carry Out Work.** If Contractor, within a seven day period after receipt of written notice from Owner to correct, fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may, without prejudice to any other Owner rights or remedies, correct such deficiencies. In which case, if Contractor has not been paid the full contract price under this agreement, a change order shall be issued deducting from payments due to Contractor all costs incurred by Owner for the correction work; and, if Contractor has been paid the full contract price under this agreement, Contractor shall immediately reimburse Owner for all costs incurred by Owner for the correction work. The provisions of this paragraph shall survive performance and/or termination of this agreement.

15. **Termination.** If Contractor breaches any term of this agreement, and such breach is not cured within seven days after written notice of breach from Owner, Owner may terminate Contractor's employment and/or services under this agreement by serving written notice of termination to Contractor. In which case, without prejudice to any other Owner rights or remedies, Owner may take possession of the site of work and all materials thereon owned by Contractor and/or complete the construction, repair, and/or improvement work referenced in this agreement by whatever reasonable means, method, and/or manner Owner may deem necessary, expedient, and/or appropriate. If Owner exercises this termination right, Contractor shall not be entitled to receive any further payment under this agreement until the construction, repair, and/or improvement work referenced in this agreement is fully completed. If the unpaid balance of the contract price under this agreement is greater than the costs incurred by Owner to complete

the construction, repair, and/or improvement work referenced in this agreement, Owner shall retain such difference (excess) and no further payment shall be due to Contractor. However, if the unpaid balance of the contract price under this agreement is less than the costs incurred by Owner to complete the construction, repair, and/or improvement work referenced in this agreement, Contractor shall immediately pay such difference (deficiency) to Owner. The provisions of this paragraph shall survive performance and/or termination of this agreement.

16. **Assignment & Delegation.** Neither party may assign or delegate its rights or duties under this agreement, unless each party consents to such assignment or delegation in writing prior thereto.

17. **Amendment & Modification.** This agreement may be amended or modified (including, without limitation, to consummate any change orders) only in writing mutually agreed and duly executed by the parties.

18. **Notice.** All formal notices pursuant to this agreement shall be served on the parties' respective then-current registered agent as listed on the Florida State Department Corporations Division website. Service of all such notices shall be effective upon the date of actual delivery to the person receiving such notices (if delivered in hand) and/or upon the date of mailing (if sent by United States Postal Service certified mail / return-receipt requested).

19. **Entire Agreement, Parol Evidence, Merger, & Full Integration.** This written agreement constitutes the entire and fully integrated agreement (and supercedes any and all prior negotiations, representations, and/or agreements, written and/or oral) by and between the parties with respect to the subject-matter addressed in this agreement.

20. **Governing Law.** This agreement shall be governed by Florida law – including (without limitation) the Construction Lien Law (Florida Statutes §§ 713.001-713.37) in effect as of the effective date of this agreement. However, the parties hereby expressly agree to opt out of the notice and cure provisions of Florida Statutes Chapter 558.

21. **Additional Provisions.** Notwithstanding any language to the contrary contained herein, the parties further covenant and agree as follows: (a) Contractor may perform work under this agreement on weekends and (b), at no additional cost to Owner beyond the contract price stated herein, Contractor shall provide to Owner a workmanship warranty for a five-year period commencing on the work completion date (in addition to the manufacturer material & workmanship warranty commencing on the work completion date).

WITNESS THE EXECUTION HEREOF by the parties (through their duly-authorized signatories) on the date(s) set forth below (the latest of which shall be the effective date of this agreement).

Dated: 1/31/18

By: 

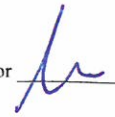
John M. Busconi, Director & President
Southpointe Condominium Association, Inc.

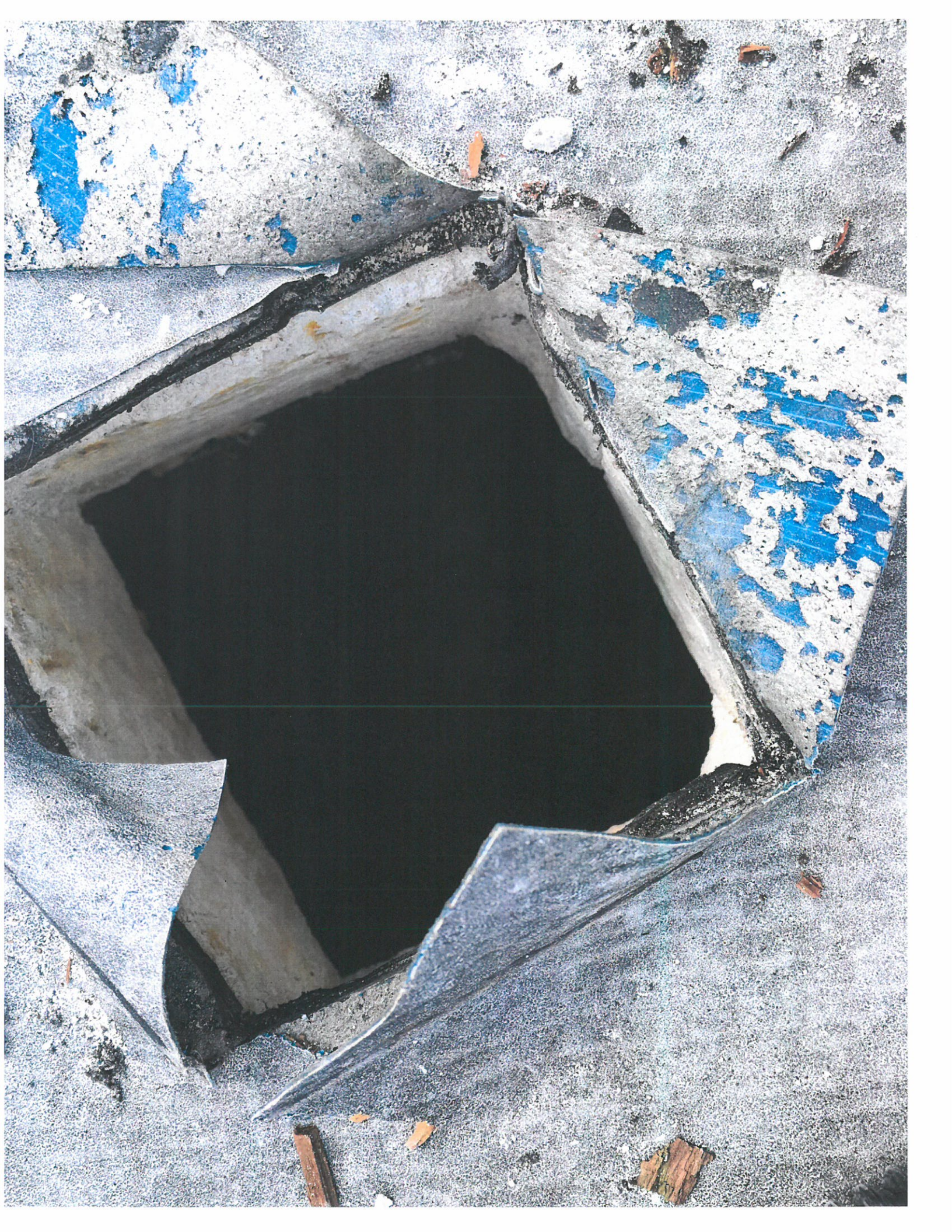
Dated: 2/1/18

By: 

Lee Rogers, Authorized Member
L. Rogers Enterprises, LLC

Owner _____

Contractor 







2ht1h

Installment 1
check # 110
Installment 2
check # 142

Owner: Southpointe
Contractor: L. Rogers Enterprises, LLC
Work Site: Buildings 35 & 36
Work Type: Roofing, Gutters, Drip-Edge, Downspouts, & Parapet Cap

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT is made by and between Southpointe Condominium Association, Inc. (Florida State Department Corporations Division Document # 771022) ("Owner") and L. Rogers Enterprises, LLC (Florida State Department Corporations Division Document # L15000134839) ("Contractor"). For good and valuable consideration referenced in this agreement, the sufficiency of which is hereby acknowledged and confirmed, the parties hereby mutually covenant and agree as follows.

1. **FLORIDA STATUTES § 713.015(1) NOTICE.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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, THOSE 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 YOUR PROPERTY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED YOU CONSULT AN ATTORNEY.

2. **Work Site.** Contractor shall perform the construction, repair, and/or improvement work referenced in this agreement within certain portions of the common elements and/or limited common elements of Buildings 35 and 36 within Owner's condominium development in Orlando, Florida ("Subject Property").

3. **Work Scope.** For the contract price referenced in this agreement, Contractor shall perform the following construction, repair, and/or improvement work:

A. **Roofing.** (1) Re-roof Subject Property in its entirety as per Contractor specifications more particularly described in attached composite Exhibit A and (2), with Owner's prior written approval, perform additional substrate repair work (removing and closing disused penetrations and/or replacing deteriorated sections) as may be necessary in connection with the re-roofing work.

B. **Gutters, Drip-Edge, & Downspouts.** (1) Replace all existing gutters on the Subject Property with new six-inch gutters; (2) replace the existing drip-edge on the Subject Property with a new drip-edge; and (3) replace all existing downspouts on the Subject Property with new downspouts.

C. **Parapet Cap.** Replace existing parapet cap with new white parapet cap on entire perimeter of the Subject Property.

4. **Work Timing.** Time is of the essence under this agreement. Contractor shall commence the construction, repair, and/or improvement work referenced in this agreement on or before Thursday, February 15th,

Owner JMB

Contractor [Signature]

2018. Contractor shall fully complete the construction, repair, and/or improvement work referenced in this agreement within three (3) weeks after commencement of the work (subject to delay due to adverse weather and/or other unforeseeable cause beyond Contractor's reasonable control), and in collaboration on timing with Owner's contractor scheduled to furnish certain air conditioning equipment construction, repair, and/or improvement work on the Subject Property under a separate agreement with Owner contemporaneously with the work referenced in this agreement.

5. **Contract Price & Payment.** For the construction, repair, and/or improvement work referenced in this agreement, Owner shall pay to Contractor \$103,500 (inclusive of all labor, material, and any other costs related to the subject work), in the following two installments: \$51,750 upon execution (effective date) of this agreement; and \$51,750 upon full completion of the entire scope of work under this agreement (including any punch list items and all inspections). Additionally, for all additional substrate repair work (if any) performed by Contractor (with Owner's prior written approval by change order), upon full completion of the entire scope of work under this agreement (including any punch list items and inspections), Owner shall pay to Contractor the total amount due for such additional substrate repair work at the rate of \$65 per sheet (4x8) (inclusive of all labor, material, and/or any other costs related to such additional substrate repair work). In order to obtain the aforesaid final payment, Contractor shall duly execute, and deliver to Owner the original of, the final payment affidavit and lien release/waiver form attached hereto as **Exhibit B** and shall provide to Owner, in form(s) reasonably satisfactory to Owner, written proof that full payment has been made to all materialmen and/or sub-contractors who furnished materials and/or labor for the subject construction, repair, and/or improvement work referenced in this agreement.

6. **Indemnity & Defense.** To the fullest extent permitted by applicable law, Contractor shall fully defend, indemnify, and hold harmless Owner from and against any and all claims, fines, liens, suits, judgments, losses, expenses, and/or other liability (including, without limitation, attorney fees and costs), whether for personal injury, property damage, labor, materials, or otherwise, arising out of and/or in any manner connected with the construction, repair, and/or improvement work referenced in this agreement

7. **Insurance.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall maintain in full force and effect, comprehensive general liability / commercial insurance (in an amount not less than \$1,000,000 per occurrence) and workers compensation insurance (in the amount required by applicable law).

8. **Permits, Licenses, & Inspections.** At its own expense, Contractor shall obtain all permits, licenses, and/or inspections required by applicable law to perform the construction, repair, and/or improvement work referenced in this agreement.

9. **Commencement Notice.** On Owner's behalf, Contractor shall record and post commencement notice in accordance with Florida Statutes § 713.13.

10. **Cleanliness, Work Hours, & Conduct.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall at all times keep Owner's premises reasonably clean and free from the accumulation of waste materials and/or any unsafe conditions; and, upon completion of the work, Contractor shall immediately remove any and all debris/waste, tools, equipment, and/or surplus materials from Owner's premises. Contractor shall perform all work under this agreement during the work hours of Monday through Friday between 8am and 5pm. Contractor shall not perform any work under this agreement at any other time, unless authorized by Owner in writing prior to the performance any such work outside the normally authorized work hours set forth in the previous sentence. All workers furnished by or for Contractor shall at all times behave in a professional and courteous manner (including, without limitation, refraining from playing music at an unreasonably loud volume).

11. **Manufacturer/Supplier Warranties & Documents.** No later than completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall deliver to Owner all manufacturer and/or material supplier warranties and other documents (including, without limitation, manuals and/or instructional papers).

12. **Contractor Warranties.** Contractor expressly warrants to Owner that: (a) all materials and equipment furnished under this agreement shall be new and of good quality (unless otherwise agreed in writing by Owner); (b) all construction, repair, and/or improvement work referenced in this agreement shall be free from any defect and/or deficiency, in strict accordance with this agreement, all applicable specifications (by architect, designer, manufacturer, material supplier, and/or otherwise), and all applicable law (including, without limitation, local building code requirements), and otherwise in accordance with accepted trade and/or industry standards for good and workmanlike performance; (c) Contractor shall promptly correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, so long as the defect, deficiency, and/or contract deviance becomes manifest within 365 days after full completion (including any punch list items) of all construction, repair, and/or improvement work referenced in this agreement; (d) Contractor shall at all times furnish sufficient labor (including, without limitation, appropriate supervision of workers) and materials to complete the construction, repair, and/or improvement work referenced in this agreement in a timely and otherwise proper manner; and (e) Contractor shall make full and timely payment to all subcontractors and/or material suppliers in accordance with the respective agreements between Contractor and such subcontractors and/or material suppliers. The provisions of this paragraph shall survive performance and/or termination of this agreement.

13. **Owner Right to Stop Work.** If Contractor fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may direct Contractor in writing to stop further work until the correction is made.

14. **Owner Right to Carry Out Work.** If Contractor, within a seven day period after receipt of written notice from Owner to correct, fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may, without prejudice to any other Owner rights or remedies, correct such deficiencies. In which case, if Contractor has not been paid the full contract price under this agreement, a change order shall be issued deducting from payments due to Contractor all costs incurred by Owner for the correction work; and, if Contractor has been paid the full contract price under this agreement, Contractor shall immediately reimburse Owner for all costs incurred by Owner for the correction work. The provisions of this paragraph shall survive performance and/or termination of this agreement.

15. **Termination.** If Contractor breaches any term of this agreement, and such breach is not cured within seven days after written notice of breach from Owner, Owner may terminate Contractor's employment and/or services under this agreement by serving written notice of termination to Contractor. In which case, without prejudice to any other Owner rights or remedies, Owner may take possession of the site of work and all materials thereon owned by Contractor and/or complete the construction, repair, and/or improvement work referenced in this agreement by whatever reasonable means, method, and/or manner Owner may deem necessary, expedient, and/or appropriate. If Owner exercises this termination right, Contractor shall not be entitled to receive any further payment under this agreement until the construction, repair, and/or improvement work referenced in this agreement is fully completed. If the unpaid balance of the contract price under this agreement is greater than the costs incurred by Owner to complete

the construction, repair, and/or improvement work referenced in this agreement, Owner shall retain such difference (excess) and no further payment shall be due to Contractor. However, if the unpaid balance of the contract price under this agreement is less than the costs incurred by Owner to complete the construction, repair, and/or improvement work referenced in this agreement, Contractor shall immediately pay such difference (deficiency) to Owner. The provisions of this paragraph shall survive performance and/or termination of this agreement.

16. **Assignment & Delegation.** Neither party may assign or delegate its rights or duties under this agreement, unless each party consents to such assignment or delegation in writing prior thereto.

17. **Amendment & Modification.** This agreement may be amended or modified (including, without limitation, to consummate any change orders) only in writing mutually agreed and duly executed by the parties.

18. **Notice.** All formal notices pursuant to this agreement shall be served on the parties' respective then-current registered agent as listed on the Florida State Department Corporations Division website. Service of all such notices shall be effective upon the date of actual delivery to the person receiving such notices (if delivered in hand) and/or upon the date of mailing (if sent by United States Postal Service certified mail / return-receipt requested).

19. **Entire Agreement, Parol Evidence, Merger, & Full Integration.** This written agreement constitutes the entire and fully integrated agreement (and supercedes any and all prior negotiations, representations, and/or agreements, written and/or oral) by and between the parties with respect to the subject-matter addressed in this agreement.

20. **Governing Law.** This agreement shall be governed by Florida law – including (without limitation) the Construction Lien Law (Florida Statutes §§ 713.001-713.37) in effect as of the effective date of this agreement. However, the parties hereby expressly agree to opt out of the notice and cure provisions of Florida Statutes Chapter 558.

21. **Additional Provisions.** Notwithstanding any language to the contrary contained herein, the parties further covenant and agree as follows: (a) Contractor may perform work under this agreement on weekends and (b), at no additional cost to Owner beyond the contract price stated herein, Contractor shall provide to Owner a workmanship warranty for a five-year period commencing on the work completion date (in addition to the manufacturer material & workmanship warranty commencing on the work completion date).

WITNESS THE EXECUTION HEREOF by the parties (through their duly-authorized signatories) on the date(s) set forth below (the latest of which shall be the effective date of this agreement).

Dated: 1/31/18

By: John M. Busconi

John M. Busconi, Director & President
Southpointe Condominium Association, Inc.

Dated: 2/1/18

By: L. Rogers

Lee Rogers, Authorized Member
L. Rogers Enterprises, LLC

Installment
1
check # 109
Installment 2
check # 143

Owner: Southpointe
Contractor: L. Rogers Enterprises, LLC
Work Site: Buildings 37 & 38
Work Type: Roofing, Gutters, Drip-Edge, Downspouts, & Parapet Cap

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT is made by and between Southpointe Condominium Association, Inc. (Florida State Department Corporations Division Document # 771022) ("Owner") and L. Rogers Enterprises, LLC (Florida State Department Corporations Division Document # L15000134839) ("Contractor"). For good and valuable consideration referenced in this agreement, the sufficiency of which is hereby acknowledged and confirmed, the parties hereby mutually covenant and agree as follows.

1. **FLORIDA STATUTES § 713.015(1) NOTICE.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES 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, THOSE 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 YOUR PROPERTY 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. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED YOU CONSULT AN ATTORNEY.

2. **Work Site.** Contractor shall perform the construction, repair, and/or improvement work referenced in this agreement within certain portions of the common elements and/or limited common elements of Buildings 37 and 38 within Owner's condominium development in Orlando, Florida ("Subject Property").

3. **Work Scope.** For the contract price referenced in this agreement, Contractor shall perform the following construction, repair, and/or improvement work:

A. **Roofing.** (1) Re-roof Subject Property in its entirety as per Contractor specifications more particularly described in attached composite Exhibit A and (2), with Owner's prior written approval, perform additional substrate repair work (removing and closing disused penetrations and/or replacing deteriorated sections) as may be necessary in connection with the re-roofing work.

B. **Gutters, Drip-Edge, & Downspouts.** (1) Replace all existing gutters on the Subject Property with new six-inch gutters; (2) replace the existing drip-edge on the Subject Property with a new drip-edge; and (3) replace all existing downspouts on the Subject Property with new downspouts.

C. **Parapet Cap.** Replace existing parapet cap with new white parapet cap on entire perimeter of the Subject Property.

4. **Work Timing.** Time is of the essence under this agreement. Contractor shall commence the construction, repair, and/or improvement work referenced in this agreement on or before Thursday, March 1st, 2018.

Owner JMB

Contractor [Signature]

Contractor shall fully complete the construction, repair, and/or improvement work referenced in this agreement within three (3) weeks after commencement of the work (subject to delay due to adverse weather and/or other unforeseeable cause beyond Contractor's reasonable control), and in collaboration on timing with Owner's contractor scheduled to furnish certain air conditioning equipment construction, repair, and/or improvement work on the Subject Property under a separate agreement with Owner contemporaneously with the work referenced in this agreement.

5. **Contract Price & Payment.** For the construction, repair, and/or improvement work referenced in this agreement, Owner shall pay to Contractor \$103,500 (inclusive of all labor, material, and any other costs related to the subject work), in the following two installments: \$51,750 upon execution (effective date) of this agreement; and \$51,750 upon full completion of the entire scope of work under this agreement (including any punch list items and all inspections). Additionally, for all additional substrate repair work (if any) performed by Contractor (with Owner's prior written approval by change order), upon full completion of the entire scope of work under this agreement (including any punch list items and inspections), Owner shall pay to Contractor the total amount due for such additional substrate repair work at the rate of \$65 per sheet (4x8) (inclusive of all labor, material, and/or any other costs related to such additional substrate repair work). In order to obtain the aforesaid final payment, Contractor shall duly execute, and deliver to Owner the original of, the final payment affidavit and lien release/waiver form attached hereto as **Exhibit B** and shall provide to Owner, in form(s) reasonably satisfactory to Owner, written proof that full payment has been made to all materialmen and/or sub-contractors who furnished materials and/or labor for the subject construction, repair, and/or improvement work referenced in this agreement.

6. **Indemnity & Defense.** To the fullest extent permitted by applicable law, Contractor shall fully defend, indemnify, and hold harmless Owner from and against any and all claims, fines, liens, suits, judgments, losses, expenses, and/or other liability (including, without limitation, attorney fees and costs), whether for personal injury, property damage, labor, materials, or otherwise, arising out of and/or in any manner connected with the construction, repair, and/or improvement work referenced in this agreement.

7. **Insurance.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall maintain in full force and effect, comprehensive general liability / commercial insurance (in an amount not less than \$1,000,000 per occurrence) and workers compensation insurance (in the amount required by applicable law).

8. **Permits, Licenses, & Inspections.** At its own expense, Contractor shall obtain all permits, licenses, and/or inspections required by applicable law to perform the construction, repair, and/or improvement work referenced in this agreement.

9. **Commencement Notice.** On Owner's behalf, Contractor shall record and post commencement notice in accordance with Florida Statutes § 713.13.

10. **Cleanliness, Work Hours, & Conduct.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall at all times keep Owner's premises reasonably clean and free from the accumulation of waste materials and/or any unsafe conditions; and, upon completion of the work, Contractor shall immediately remove any and all debris/waste, tools, equipment, and/or surplus materials from Owner's premises. Contractor shall perform all work under this agreement during the work hours of Monday through Friday between 8am and 5pm. Contractor shall not perform any work under this agreement at any other time, unless authorized by Owner in writing prior to the performance any such work outside the normally authorized work hours set forth in the previous sentence. All workers furnished by or for Contractor shall at all times behave in a professional and courteous manner (including, without limitation, refraining from playing music at an unreasonably loud volume).

11. **Manufacturer/Supplier Warranties & Documents.** No later than completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall deliver to Owner all manufacturer and/or material supplier warranties and other documents (including, without limitation, manuals and/or instructional papers).

12. **Contractor Warranties.** Contractor expressly warrants to Owner that: (a) all materials and equipment furnished under this agreement shall be new and of good quality (unless otherwise agreed in writing by Owner); (b) all construction, repair, and/or improvement work referenced in this agreement shall be free from any defect and/or deficiency, in strict accordance with this agreement, all applicable specifications (by architect, designer, manufacturer, material supplier, and/or otherwise), and all applicable law (including, without limitation, local building code requirements), and otherwise in accordance with accepted trade and/or industry standards for good and workmanlike performance; (c) Contractor shall promptly correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, so long as the defect, deficiency, and/or contract deviance becomes manifest within 365 days after full completion (including any punch list items) of all construction, repair, and/or improvement work referenced in this agreement; (d) Contractor shall at all times furnish sufficient labor (including, without limitation, appropriate supervision of workers) and materials to complete the construction, repair, and/or improvement work referenced in this agreement in a timely and otherwise proper manner; and (e) Contractor shall make full and timely payment to all subcontractors and/or material suppliers in accordance with the respective agreements between Contractor and such subcontractors and/or material suppliers. The provisions of this paragraph shall survive performance and/or termination of this agreement.

13. **Owner Right to Stop Work.** If Contractor fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may direct Contractor in writing to stop further work until the correction is made.

14. **Owner Right to Carry Out Work.** If Contractor, within a seven day period after receipt of written notice from Owner to correct, fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may, without prejudice to any other Owner rights or remedies, correct such deficiencies. In which case, if Contractor has not been paid the full contract price under this agreement, a change order shall be issued deducting from payments due to Contractor all costs incurred by Owner for the correction work; and, if Contractor has been paid the full contract price under this agreement, Contractor shall immediately reimburse Owner for all costs incurred by Owner for the correction work. The provisions of this paragraph shall survive performance and/or termination of this agreement.

15. **Termination.** If Contractor breaches any term of this agreement, and such breach is not cured within seven days after written notice of breach from Owner, Owner may terminate Contractor's employment and/or services under this agreement by serving written notice of termination to Contractor. In which case, without prejudice to any other Owner rights or remedies, Owner may take possession of the site of work and all materials thereon owned by Contractor and/or complete the construction, repair, and/or improvement work referenced in this agreement by whatever reasonable means, method, and/or manner Owner may deem necessary, expedient, and/or appropriate. If Owner exercises this termination right, Contractor shall not be entitled to receive any further payment under this agreement until the construction, repair, and/or improvement work referenced in this agreement is fully completed. If the unpaid balance of the contract price under this agreement is greater than the costs incurred by Owner to complete

the construction, repair, and/or improvement work referenced in this agreement, Owner shall retain such difference (excess) and no further payment shall be due to Contractor. However, if the unpaid balance of the contract price under this agreement is less than the costs incurred by Owner to complete the construction, repair, and/or improvement work referenced in this agreement, Contractor shall immediately pay such difference (deficiency) to Owner. The provisions of this paragraph shall survive performance and/or termination of this agreement.

16. **Assignment & Delegation.** Neither party may assign or delegate its rights or duties under this agreement, unless each party consents to such assignment or delegation in writing prior thereto.

17. **Amendment & Modification.** This agreement may be amended or modified (including, without limitation, to consummate any change orders) only in writing mutually agreed and duly executed by the parties.

18. **Notice.** All formal notices pursuant to this agreement shall be served on the parties' respective then-current registered agent as listed on the Florida State Department Corporations Division website. Service of all such notices shall be effective upon the date of actual delivery to the person receiving such notices (if delivered in hand) and/or upon the date of mailing (if sent by United States Postal Service certified mail / return-receipt requested).

19. **Entire Agreement, Parol Evidence, Merger, & Full Integration.** This written agreement constitutes the entire and fully integrated agreement (and supercedes any and all prior negotiations, representations, and/or agreements, written and/or oral) by and between the parties with respect to the subject-matter addressed in this agreement.

20. **Governing Law.** This agreement shall be governed by Florida law – including (without limitation) the Construction Lien Law (Florida Statutes §§ 713.001-713.37) in effect as of the effective date of this agreement. However, the parties hereby expressly agree to opt out of the notice and cure provisions of Florida Statutes Chapter 558.

21. **Additional Provisions.** Notwithstanding any language to the contrary contained herein, the parties further covenant and agree as follows: (a) Contractor may perform work under this agreement on weekends and (b), at no additional cost to Owner beyond the contract price stated herein, Contractor shall provide to Owner a workmanship warranty for a five-year period commencing on the work completion date (in addition to the manufacturer material & workmanship warranty commencing on the work completion date).

WITNESS THE EXECUTION HEREOF by the parties (through their duly-authorized signatories) on the date(s) set forth below (the latest of which shall be the effective date of this agreement).

Dated: 2/8/18

By: John M. Busconi
John M. Busconi, Director & President
Southpointe Condominium Association, Inc.

Dated: 2/13/18

By: L. Rogers
Lee Rogers, Authorized Member
L. Rogers Enterprises, LLC