Magoon, Molly

From: Marc Pinard <mpinard@bradysullivan.com>
Sent: Wednesday, August 05, 2015 5:10 PM
To: Magoon, Molly
Subject: Brady Sullivan Information Request - 195 McGregor Main Building 3 of 3
Attachments: 3129_111.pdf

Third of Three.

Marc A. Pinard, Esq.
General Counsel
Brady Sullivan Properties, LLC
670 N. Commercial Street
Manchester, NH. 03110
Direct Line: 603 657-9715
Cellular: 603 231-1289
Fax: 603 622-7342

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From: jeffersonmillscanner@gmail.com [mailto:jeffersonmillscanner@gmail.com]
Sent: Wednesday, August 05, 2015 4:04 PM
To: Marc Pinard <mpinard@bradysullivan.com>
Subject: [3/3]Attached Image

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.

5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws, but excluding claims arising out of the sole negligence of Company.

6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of Rhode Island, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination for Cause:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **Termination for Convenience:** The Company may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from the Company of such termination for the Company's convenience, Contractor shall:

1. Cease operations as directed by the Company in the notice;
2. Take actions necessary; or that the Company directs, for the protection and preservation of the Work; and
3. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Company's convenience, Contractor shall be entitled to receive payment for Work performed as of date of termination only if it (work performed to date) is satisfactory to Company.

12. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. If Contractor does subcontract any portion of its work, such subcontracting shall not relieve Contractor of any of its duties and obligations under this contract. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millworks II, LLC	**Emond Plumbing & Heating**
By: _____	By: _____
Title: _____	Title: President

EXHIBIT A:

Total Contract Price:

$1,411,200.00

Scope of Work to be performed:

For work at Mill West 195 McGregor St Manchester NH.

HVAC

1. Be responsible for mechanical permits.
2. Supply and install a Goodman 90% gas furnace in each unit with an A/C coil and a condenser on the roof.
3. Flue each gas furnace up through the shaft provided by the GC.
4. Run refrigerant piping up through the shaft to the roof.
5. Furnish and install spiral duct for each unit and for the common area equipment with white grills.
6. Furnish and install bathroom exhaust to be vented to the roof with a fan on the roof.
7. Furnish and install one central return grill in the mechanical closet wall.
8. Furnish and install all fire dampers required by code.
9. Furnish and install common area RTU for all corridors, office and common areas.
10. Furnish and install individual units for the fitness, basketball, game, and media room areas.
11. ~~Provide necessary ventilation/dehumidification (plumbing as needed) to allow for proper working environment during construction and to eliminate any long term moisture is basement crawl spaces (below main mill, below two stair towers, and in basement of one-story house).~~ Emond Plumbing and Heating, Inc. does not own moisture problem in crawl space.
12. Mark all roof penetrations for the roofer.
13. Supply roof cubs as needed.
14. Furnish and install electric heaters per drawing or per Larry
15. Furnish and install HVAC unit and venting for new elevator machine rooms and shaft.
16. Furnish and install one Honeywell thermostat for each unit.
17. Furnish and install fire caulking.
18. Furnish a submittal book depicting all materials and equipment to be installed for this project.
19. Low voltage wiring to be done by others. Make low voltage connections only.
20. Supply a full set of engineered mechanical drawings for permit.
21. Furnish shop and as built drawings as needed.
22. Balance HVAC systems. RTU's only.

SHORT FORM CONTRACT

AGREEMENT made this 17th day of June, 2013, by and between **Brady Sullivan Millworks II, LLC of 670 North Commercial Street Manchester New Hampshire 03101**, (hereinafter referred to as "Company"), and QUALITY INSULATION 110 Perimeter rd. Nashua NH 03063 (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work") on property Owned by Brady Sullivan Millworks II, LLC, 670 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as the Owner);and

WHEREAS, Company acknowledges that Company and Owner are affiliated business entities;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in Exhibit A, this Agreement shall control.

2. **Commencement and Completion of Work:** Contractor shall commence Work on FEBUARY 1ST 2013 , and complete the Work no later than SEPTEMBER 1ST, 2013, for the time being of the essence. Timing of the window removal will be on a different schedule as coordinated with the General Contractor.

PENALTY: If above contractor does not meet the required schedule a penalty of $500.00 a day will be enforced until Contractor gets back on agreed to schedule. The parties agree that the Contractor will not be fined for any delays caused the actions or decisions of the Owner or the Owner's agents, the Company or its agents, or any Force Majeure Event as defined in Section 6. If the Contractor claims that they are delayed by actions or decisions of the Company or Owner, Contractor shall inform the Company in writing within 24 hours of the occurrence; in response, the Company will agree or dispute the matter in writing within 72 hours of receipt of such notice.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" upon completion and acceptance of the Work by Company and Owner. Based upon applications for payment submitted to the Company from Contractor, the Company shall make progress payments on account of the Work completed and approved by Company and Owner and Owner's Bank. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that the Work covered under the application is approved as aforesaid and an original application for payment is received by the Company no later than the 7th day of a month, Company shall include the Contractor's application for payment in the Company's next application for payment to the Owner. Company shall make reasonable efforts to provide payment within 30 days of approval by Company, Owner and Owner's construction lender. No payment to Contractor shall be made unless and until a fully executed lien waiver in a form acceptable to Company is received by Company. ALSO, PRIOR TO PAYMENT TO CONTRACTOR, CONTACTOR SHALL PROVIDE TO THE COMPANY LIEN WAIVERS FROM ITS SUBCONTRACTORS AND SUPPLIERS RELEASING ANY LIEN RIGHTS FOR ANY WORK OR MATERIALS/SUPPLIES.

The Contractor shall receive payment from the Company in accordance with its application, provided the Company has received the funding from the Owner, which funding shall not be unreasonably be withheld by the Owner. Upon the Company's receipt of payment from the Owner, Company shall make payment to Contractor subject to a 5% Retainage withheld by Company until final acceptance of Contractor's Work.

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor

QUALITY INSULATION
110 PERIMETER RD
NASHUA, NH 03063
TEL (603) 889-6647
FAX (603) 889-3385

wire

2 of 2

PRODUCT PROPOSAL

DATE: 3-26-13

SALESMAN: RICHIE SCHWARTZ
CELL 603-801-1803

JOB: BRADY Sullivan
ATTN. John

Mill West

JOB DESCRIPTION
SEE BELOW

ITEM	BASED ON 100 BATHROOMS / WE CAN ADJUST QUANTITIES	AMOUNT
	John - HERE ARE YOUR INSTALLED PRICES ON ACCESSORIES AND MIRRORS. I AM USEING THE SAME ITEMS THAT WE HAVE USED IN SEVERAL OF YOUR PROJECTS.	
100	36x32 ← REVISED ACCESSORIES SATIN Nickel.	REVISED MIRRORS 6400 - 4/24/13
100	• T.P. Holders	ACCESSORIES 7,800 -
100	• 24" Towel BARS	
100	• Shower Rods	
	We also have Robe hooks, Towel Rings and grab bars.	
		TOTAL 14,200
	Please let me know, so I can get them in stock.	[redacted]

Seal

REVISED

Best Regards
Richie 603-801 1803

(12)

CONTRACT

Millwest
Location: 195 McGregor Street, Manchester
PO#: 177-1003
Amount: $83,000
Date: 2/25/2013

AGREEMENT made this 25th day of *February 2013*, by and between *Brady Sullivan Millworks, LLC*, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and *Universal Decor*, (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.

2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.

5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.

6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

Brady Sullivan Millworks, LLC

By: _____

Title: Director

Universal Decor

By: _____

Title: Owner

Universal Décor & Installations INC.

Designing, Decorating and Remodeling since 1947

10 Riddle Dr.
Bedford NH 03110
603 845-8508

Proposal # 216

Name	Brady Sullivan Properties	Date	12/6/2013
Street	670 N Commercial St.	Job Name	Mill West Soffits
City	Manchester NH 03101	Location	McGregor St
Phone	603 622-6223	Contact	Arthur
Fax	603 622 7342		

Description:

Repair sections of heavy timber soffits.

Install preprinted T/111 under all sections of soffit around building

We hereby propose to furnish labor and materials and complete in accordance with the above specifications for the sum of:

Total $ 83,000.00

Payment Terms and conditions
A Minimum deposit of 50% for the entire job is due upon signing this proposal.
The remaining balance is due upon completion unless specified below.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 10 days and it is void thereafter at the option of Universal Decor. A 3% charge will be added to all payments made with a credit card.

Acceptance of proposal
By signing this agreement you fully acknowledge and understand our payment terms / conditions.
You have a full understanding or the materials you have purchased and the time schedule in which your product will be shipped and the installation process will begin. There is no returns on special order products and replacements will be made on a case by case basis, with the exception of materials coming in damaged.

Thank You

Richard Galipeault
(603) 845-8508

Date Accepted: _____

Customer Signature: _____

Employee Signature _____

BRADY SULLIVAN PROPERTIES

PURCHASE ORDER

Bill To:
670 N. Commercial St.
Manchester, NH 03101
Phone: 603-622-6223
Fax: 603-622-7342
www.bradysullivan.com

P.O. Number:	1771003
Vendor:	Universal Décor
Date:	2/20/2013
Prop./Loc:	1760-001
Job:	175001-561
G/L Account:	1410
Terms:	Net 30

Ship To:

millwest

Line	Quantity	Description	Unit Price	Total	Approved for Payment
1	1	**Millwest soffit repair and materials full job cost**	**$83,000.00**	**$83,000.00**	☐
2	(1)	Partial Payment of $30,000 less retainage approved by Larry S. & Arthur, future payments must be from requisitions. Inv 9515 (4/1)	$28,500.00	($28,500.00)	☑
3	(1)	patial payment aproved $ 26,800.00 less retainage 5/10/13	$25,460.00	($25,460.00)	☑
4	(1)	partial payment of $26,200.00 approved 6/10 less retainage	$24,890.00	($24,890.00)	☑
5				$0.00	☐
6				$0.00	☐
7				$0.00	☐
8				$0.00	☐
9				$0.00	☐
10				$0.00	☐
11				$0.00	☐
12				$0.00	☐
			Total	$4,150.00	☐

Notes: 5% Retainage for total job, payable upon completion/approval. Universal Invoice #9515 for $30k 3/4/13.

Duly Authorized: Larry St. Pierre

For Office Use:

Approved for Payment:

PO# 561124

SHORT FORM CONTRACT

AGREEMENT made this 17th day of June, 2013, by and between **Brady Sullivan Millworks II, LLC of 670 North Commercial Street Manchester New Hampshire 03101**, (hereinafter referred to as "Company"), and QUALITY INSULATION 110 Perimeter rd. Nashua NH 03063 (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work") on property Owned by Brady Sullivan Millworks II, LLC, 670 North Commercial Street, Manchester, New Hampshire 03101 (hereinafter referred to as the Owner);and

WHEREAS, Company acknowledges that Company and Owner are affiliated business entities;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder. To the extent there is any inconsistent term or condition in Exhibit A, this Agreement shall control.

2. **Commencement and Completion of Work:** Contractor shall commence Work on FEBUARY 1ST 2013 , and complete the Work no later than SEPTEMBER 1ST, 2013, for the time being of the essence. Timing of the window removal will be on a different schedule as coordinated with the General Contractor.

PENALTY: If above contractor does not meet the required schedule a penalty of $500.00 a day will be enforced until Contractor gets back on agreed to schedule. The parties agree that the Contractor will not be fined for any delays caused the actions or decisions of the Owner or the Owner's agents, the Company or its agents, or any Force Majeure Event as defined in Section 6. If the Contractor claims that they are delayed by actions or decisions of the Company or Owner, Contractor shall inform the Company in writing within 24 hours of the occurrence; in response, the Company will agree or dispute the matter in writing within 72 hours of receipt of such notice.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" upon completion and acceptance of the Work by Company and Owner. Based upon applications for payment submitted to the Company from Contractor, the Company shall make progress payments on account of the Work completed and approved by Company and Owner and Owner's Bank. The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided that the Work covered under the application is approved as aforesaid and an original application for payment is received by the Company no later than the 7th day of a month, Company shall include the Contractor's application for payment in the Company's next application for payment to the Owner. Company shall make reasonable efforts to provide payment within 30 days of approval by Company, Owner and Owner's construction lender. No payment to Contractor shall be made unless and until a fully executed lien waiver in a form acceptable to Company is received by Company. ALSO, PRIOR TO PAYMENT TO CONTRACTOR, CONTACTOR SHALL PROVIDE TO THE COMPANY LIEN WAIVERS FROM ITS SUBCONTRACTORS AND SUPPLIERS RELEASING ANY LIEN RIGHTS FOR ANY WORK OR MATERIALS/SUPPLIES.

The Contractor shall receive payment from the Company in accordance with its application, provided the Company has received the funding from the Owner, which funding shall not be unreasonably be withheld by the Owner. Upon the Company's receipt of payment from the Owner, Company shall make payment to Contractor subject to a 5% Retainage withheld by Company until final acceptance of Contractor's Work.

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor

has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.

5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws, but excluding claims arising out of the sole negligence of Company.

6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of Rhode Island, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination for Cause:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **Termination for Convenience:** The Company may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from the Company of such termination for the Company's convenience, Contractor shall:

1. Cease operations as directed by the Company in the notice;
2. Take actions necessary; or that the Company directs, for the protection and preservation of the Work; and
3. Except for the Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Company's convenience, Contractor shall be entitled to receive payment for Work performed as of date of termination only if it (work performed to date) is satisfactory to Company.

12. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. If Contractor does subcontract any portion of its work, such subcontracting shall not relieve Contractor of any of its duties and obligations under this contract. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED in duplicate as of the day and year first above written.

Brady Sullivan Millworks II, LLC		**Quality Insulation**	
By:	_____	By:	Mike Bom
Title:	_____	Title:	DIVISION MANAGER

QUALITY INSULATION SCOPE OF WORK A-1

CONTRACT PRICE

$14,165.00

10670 SHELVING

- PROVIDE AND INSTALL ALL SHELVING IN THE 98 UNITS IN ALL CLOSETS

GENERAL NOTES

- **ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC**
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL DUMPSTER PROVIDE BY GC UNLESS OTHERWISE NOTED
- ALL SALES TAXES ARE INCLUDED IN CONTRACT PRICE
- PPE IS REQUIRED AT ALL TIMES WHILE ON SITE (HARD HATS,SAFETY GLASSES.SAFETY VEST)

A Masco Company

VENTILATED SHELVING

SEAMLESS GUTTERS

QUALITY INSULATION INC.

FOUNDATION WATERPROOFING

INSULATION • FIREPLACES

Insulation & Seamless Gutters
110 Perimeter Road
Nashua, New Hampshire 03063
Phone (603) 889-6647 FAX (603) 889-3385

Date: 5-21-13

To: BRADY SULLIVAN

Job Address: MC GREGOR ST
MANCHESTER N.H.

We propose to furnish and install according to the following specifications.

SHELVES FOR 88 UNITS INC. LOFTS ON 4TH FLOOR
MATERIAL & LABOR

Quality Insulation is a multi-product company now offering:

FOUNDATION WATERPROOFING
BATT & BLOWN INSULATION
SPRAY IN FOAM INSULATION
LENNOX GAS & WOOD FIREPLACES
MANTLES, MARBLE & GRANITE
SHOWER DOOR ENCLOSURES
RUBBERMAID WIRE CLOSET SHELVING
MELAMINE WOOD STORAGE SYSTEMS
SEAMLESS ALUMINUM GUTTERS
BATH ACCESSORIES & MIRRORS
GARAGE DOORS

TOTAL CONTRACT PRICE $ ~~15,165~~ 14,165 Fixed.

Accepted By _____ Date: _____

Estimator: _____ Date: 5-21-13

BRADY SULLIVAN PROPERTIES

PURCHASE ORDER

Bill To:
670 N. Commercial St.
Manchester, NH 03101
Phone: 603-622-6223
Fax: 603-622-7342
www.bradysullivan.com

P.O. Number:	5611124
Vendor:	Quality Insulatio
Date:	11/12/2013
Prop./Loc Num:	176100
Prop./Loc Desc:	Mill West
Job:	075001-0561
G/L Account:	1410
Terms:	Net30

Ship To:
Mill West
Manchester, NH 03101

Line	Qty.	Cost Code/Description	Category	Unit Cost	$ Amount	Approval
1	1.00	10800 Toilet, Bath, and Laundry Accessories Shelving	SC Subcontrac	$14,165.00	$14,165.00	
2				$0.00	$0.00	
3				$0.00	$0.00	
4				$0.00	$0.00	
5				$0.00	$0.00	
6				$0.00	$0.00	
7				$0.00	$0.00	
8				$0.00	$0.00	
9				$0.00	$0.00	
10				$0.00	$0.00	
11				$0.00	$0.00	
12				$0.00	$0.00	
				Total	$14,165.00	

Notes:

Duly Authorized: Larry St. Pierre

For Office Use:

Approved for Payment:

O:\Purchasing\0561-Mill West Res. Construction\5611124Quality Insulation

CONTRACT

Millwest
Location: 195 McGregor Street, Manchester
PO#:5611044
Amount: $154,350.00
Date: 11/10/2013

AGREEMENT made this *10th* day of *November 2013*, by and between *Brady Sullivan Millworks II, LLC*, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and *PA IRON DESIGN INC*, (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.

2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.

5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.

6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

Brady Sullivan Millworks II, LLC

By: _____

Title: P/M

PA IRON DESIGN INC.

By: _____

Title: _____

Millwest
Location: 195 McGregor Street, Manchester
PO#:5611044
Amount: $154,350.00
Date: 11/10/2013

Exhibit A:

PA IRON DESIGN INC. SCOPE OF WORK EXHIBIT A-1

TOTAL CONTRACT 05500 METAL FABRICATIONS

TOTAL CONTRACT AMOUNT -$154,350.00

DESCRIPTION

- Provide SPIRAL STAIRS AND RAILING FOR 49 UNITS ON THE 4TH FLOOR
- Install all spirals and railings to complete job schedule

GENERAL NOTES

- ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE (HARD HATS,SAFETY GLASSES,SAFETY VEST)

CONTRACT

Millwest
Location: 195 McGregor Street, Manchester
PO#: 5611157
Amount: $7,355.00
Date: 1/14/2014

AGREEMENT made this ***14th*** day of ***January 2014***, by and between ***Brady Sullivan Millworks II, LLC***, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and ***C&C Flooring, LLC***, (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.

2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 5% retainage withheld by Company until final acceptance of the Work.

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.

5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.

6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

Brady Sullivan Millworks II, LLC

By: _____

Title: _____

C&C Flooring, LLC

By: Kim MacDonald

Title: Administrative Assistant

Millwest
Location: 195 McGregor Street, Manchester
PO#: 5611157
Amount: $7,355.00
Date: 1/14/2014

Exhibit A:

Scope of Work:

Per Proposal Dated 12/19/13

2240sqft	Install prefinished bamboo. glue down	2.50	5600.00
11	5 gallon Buckets of glue needed	130ea	1430.00
	Delivery charge		100.00
	Prep floor buff and scrape		225.00
		Subtotal	7355.00

Quote/Invoice

Making Old Wood Floors Look New

Date 12/19/2013
Invoice

C&C Flooring, LLC
1600 Candia Rd, Suite 8
Manchester, NH 03109
Phone 603-625-1658
Fax 603-606-2993
ccflooringnh@yahoo.com

TO Larry St. Pierre
Brady & Sullivan
670 Commercial St
Manchester, NH 03101
Phone 603-622-6223
lstpierre@bradysullivan.com

Visa & Master Card Accepted

Qty	Description	$ Per Foot	Line Total
2240sqft	Install prefinished bamboo, glue down	2.50	5600.00
11	5 gallon Buckets of glue needed	130ea	1430.00
	Delivery charge		100.00
	Prep floor buff and scrape		225.00
		Subtotal	7355.00
		Deposit	
		Total	
		Balance	

In the event that there is a default under the terms of this agreement, the person to whom this proposal is made shall be responsible for all cost of collection, including reasonable attorneys fees incurred as a result of the default. All material & workmanship is guaranteed for a period of 1 (one) year from completion. All guarantees are void if the final payment is not received within 5 (five) days of completion. All invoices will be subject to a finance charge of 24% on any balance over 30 days from original billing date This is an annual percentage rate of 24%.

Sand & refinish terms: 50% down, 50% at completion of job.

Install Terms: 66% down, Balance paid at completion of job. 66% covers materials and down payment

Acceptance of proposal: **The above prices, specifications and conditions are satisfactory and are hereby accepted**

To accept this quotation, sign here and return: _____

Kerry Murray

From: Larry St. Pierre
Sent: Monday, January 20, 2014 6:52 PM
To: Kerry Murray
Subject: RE: C&C Flooring contract for Approval

Approved

From: Kerry Murray
Sent: Monday, January 20, 2014 10:16 AM
To: Larry St. Pierre
Subject: C&C Flooring contract for Approval

Larry,

Attached is the contract for C&C Flooring for the Millwest project. Please review and approve. Once approved I will forward to C&C Flooring for signature.

Thanks,

Kerry Murray
Project Administrator

Brady Sullivan Properties
670 North Commercial Street, Suite 303
Manchester, NH 03101
P: (603) 622-6223 x9744 F: (603) 622-7342
E-mail: kmurray@bradysullivan.com

CONTRACT

Millwest
Location: 195 McGregor Street, Manchester
PO#: 5611060
Amount: $8,250.00
Date: 11/10/2013

AGREEMENT made this ***10th*** day of ***November 2013***, by and between ***Brady Sullivan Millworks II, LLC***, 670 N. Commercial Street, Suite 303, Manchester, New Hampshire 03101, (hereinafter referred to as "Company" or "GC"), and ***Universal Decor***, (hereinafter referred to as "Contractor");

WHEREAS, Company and Contractor have agreed that Contractor shall perform certain services and/or provide equipment and certain materials upon the terms herein (hereinafter referred to as the "Work");

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereto intending to be legally bound, do agree as follows:

1. **Scope of Work:** The scope of the Work and any specifications with respect thereto are set forth on "Exhibit A" attached hereto and made a part hereof (hereinafter collectively referred to as "Contract Documents"). Contractor represents to Company that it fully understands the Contract Documents and has completed its due diligence such that Contractor fully assumes any difficulties it may encounter in timely performing the Work hereunder.

2. **Commencement and Completion of Work:** Work shall be performed as required by the Scope of Work for this contract.

3. **Compensation:** Company agrees to pay Contractor the compensation set forth in "Exhibit A" hereto for satisfactory performance of the Work hereunder. All labor and materials furnished by Contractor shall be subject to inspection by the Company prior to payment. Upon completion and acceptance of the Work by Company, Contractor shall invoice Company in accordance with Exhibit A. Payment shall be made within thirty (30) days following Company's receipt of an appropriate invoice and an executed partial or final payment lien waiver in a form acceptable to the Company. If this Agreement calls for installment payments, Company agrees to make payments on a monthly requisition basis based on the percentage of Work complete for specific line item dollar values with a 10% retainage withheld by Company until final acceptance of the Work.

4. **Insurance:** Prior to commencement of the Work, Contractor shall furnish Company with an acceptable insurance certificate from Contractor's insurer naming Company as an additional insured evidencing that Contractor has commercial general liability insurance (and statutory worker's compensation insurance and automobile insurance) in the amount(s) required by the Company in the Contract Documents for the liability assumed hereunder. Contractor shall maintain such insurance at all times hereunder.

5. **Indemnification:** Contractor shall indemnify and hold harmless Company and the owner(s) of any property where Contractor's Work is performed, together with their agents, representatives, affiliates, employees, officers and directors, from all suits or claims of any kind on account of any personal injury (including death) or property damage arising out of or occurring in connection with Contractor's Work, including claims arising under worker's compensation laws.

6. **Force Majeure:** If either party shall be prevented by an act of God, strike, explosion or other casualty (collectively "Force Majeure Event"), which such party could not reasonably avoid or overcome, and which prevents such party from performing hereunder, such party may give written notice of such Force Majeure Event to the other party as soon as possible after the occurrence, and the obligations of the party giving such notice, so far as they are affected by such event, shall be suspended during the period of the disability provided that such party uses all reasonable dispatch to remedy such disability.

7. **Laws and Regulations:** This Agreement shall be governed by the laws of the State of New Hampshire, which state shall be the exclusive forum for any action or claim arising out of this Agreement. Contractor shall

comply with all applicable federal, state and local laws and regulations covering the Work, including, when applicable, and without limitation, the Occupational Safety and Health Act as amended. It is Contractor's sole responsibility to determine whether such codes and regulations apply to the Work, and if so, to observe and abide by their provisions.

8. **Workmanship:** Unless otherwise specified, all materials, parts and equipment incorporated in the Work shall be new, of recent manufacture, and free from defects and imperfections. Any work performed by Contractor, which is defective or otherwise fails to comply with such codes with respect to quality of workmanship, shall be immediately repaired or replaced at Contractor's sole expense and to the complete satisfaction of company. Contractor guarantees the Work to be free from any and all defects in materials or workmanship, and Contractor agrees to repair and make good any defect in Contractor's workmanship or materials that may appear within one (1) year after the date of final acceptance by Company. Company reserves the right to request removal of any representative of Contractor who the Company believes is insubordinate, incompetent or not qualified to perform the Work.

9. **Partial Termination:** If Company believes that Contractor is not performing the Work properly or in a timely manner, Company may terminate Contractor's right to proceed with any separate part(s) of the Work without terminating the entire Agreement. Company may exercise such right upon two days' written notice to the Contractor, whereupon Company may complete such portion(s) of the Work, and all reasonable costs of completion shall be deducted from the compensation herein and otherwise at the expense of Contractor.

10. **Termination:** If, in the Company's sole opinion, Contractor shall: (1) fail to prosecute the Work properly; (2) fail to complete the Work within any stated time for completion of such Work; (3) fail to make prompt payment to its suppliers, laborers and/or permitted subcontractors; (4) fail to perform any provision of this Agreement; or (5) file or allow any form of insolvency or receivership proceedings to be filed against it, then Company may, upon seven (7) days' prior notice to Contractor, and without prejudice to any other rights, terminate this Agreement, take possession of the Work and complete any unfinished or remaining Work with any reasonable costs of completion to be charged against the balance of any amount(s) due under this Agreement and otherwise at the expense of Contractor.

11. **General Terms and Conditions:** Contractor shall not assign this Agreement nor subcontract any portion of the Work hereunder without the prior written consent of Company. Contractor shall pay all taxes for the Work provided by Contractor, whether or not such taxes are yet effective. No personal liability shall attach to, be imposed on, or otherwise be incurred by any partners, agent, member or employee of the Company or any director, officer or employee of any of the foregoing, for any obligation of the Company arising hereunder. Contractor's sole recourse hereunder is limited to the assets of the Company. Contractor acknowledges that it is an independent contractor. The Work hereunder shall be carried on by Contractor using its own means and methods, and at its own risk, subject only to full compliance with the provisions hereof. All prior negotiations, representations, contracts or agreements not incorporated herein are hereby canceled. No modification, amendment or construction of this Agreement shall be binding upon the parties unless in writing and signed by an authorized representative of the party to be bound. Notices hereunder shall be in writing and addressed to the party at the above address and sent by any recognized method, by which a confirmation of delivery is obtained, with all charges prepaid.

EXECUTED by

Brady Sullivan Millworks II, LLC	***Universal Decor***
By: _____	By: _____
Title: _____	Title: Owner

EXHIBIT A

UNIVERSAL DÉCOR SCOPE OF WORK

TOTAL CONTRACT AMOUNT = $8,250,00

DESCRIPTION

- **PROVIDE LABOR AND MATERIAL TO BUILD 48 FIREPLACE MANTELS**
- **INSTALL ALL MANTELS**

GENERAL NOTES

- **ALL EMPLOYEES MUST SIGN THERE OWN NAME ON DAILY SIGN IN SHEET PROVIDED BY GC**
- CONTRACTOR SHALL COMPLY WITH LOCAL,STATE AND FEDERAL BUILDING CODES
- CONTRACTORS TO HOLD STATE CONTRACTORS LICENSE IF NEEDED IN THE STATE WORKING IN
- CONTRACTOR TO PROVIDE ALL EQUIPMENT AND MATERIALS NEEDED TO COMPLETE THEIR JOB
- CONTRACTORS ARE REQUIRE TO COMPLY WITH OSHA TO MAINTAIN A SAFE WORKING ENVIROMENT'
- NO SMOKEING IS ALLOWED ON ANY BRADY SULLIVAN JOBS OR PROPERTIES
- CONTRACTORS MUST CARRY LIABILITY, WORKMANS COMP,AUTO INSURANCE AND MUST SUBMIT NTO GC
- ALL PPE IS REQUIRED AT ALL TIMES WHILE ON SITE (HARD HATS,SAFETY GLASSES.SAFETY VEST)

5411056

Millican Nurseries, Inc.

187 Pleasant St.
Chichester, NH 03258
p: 603-435-6660
f: 603-435-5039
e: MNISales@MNIPlants.com

Sales Order 205067

Please review Sales Order carefully and get back to us with any changes.

Sold to: BRADY SULLIVAN PROPERTIES
670 NORTH COMMERCIAL ST
SUITE 303
MANCHESTER, NH 03101

Contact: LISA DOUGHTERY
Phone #1: (603) 622-6223
Phone #2:
Fax:
Cell: (603) 231-2600

Salesperson: cmorse
Tagged By:

Order Date: 8/7/2013
Deliver to: ,
Delivery Type:
Requested Delivery:
Sched Delivery:
Shipper:
Delivery Instructions/Comments:

Type: COD Terms: Net 0 days **PO:** 5611050 **Emp:** cmorse

Qty	Item ID	Item Description	Item Size	Price	Extension
34	THUJOCSMAR20600	THUJA occidentalis 'Smaragd' GOOD	6-7' B&B	$92.00	$3,128.00
65	RHODPUGE03400	RHOD. 'Purple Gem' GOOD	#3	$32.00	$2,080.00
88	HEMEMISC03010	HEMEROCALLIS Miscellaneous GOOD	#1	$6.95	$611.60
88	GENE00000	GENERAL SALES GOOD *Veronica #1*		$6.40	$563.20
11	SYRIREIVSI38040	SYRINGA reticulata 'Ivory Silk' ALL GOOD *Sub for 2.5-3"*	2.5"C	$235.00	$2,585.00
5	MALUSUTY38060	MALUS 'Sugar Tyme' GOOD	2.5-3"C	$230.00	$1,150.00
8	PRUNSEKWAN38060	PRUNUS serrulata 'Kwanzan' GOOD	2.5-3"C	$230.00	$1,840.00
10	PYRUCACHAN38060	PYRUS calleryanna 'Chanticleer' GOOD	2.5-3"C	$233.00	$2,330.00
4	RHODPUGE03550	RHOD. 'Purple Gem' — GOING WITH #2'S #5 (CHEAPER)		$45.00	$180.00
1	ZZZFREI00000	FREIGHT *per truck / may require 2 trucks*		$350.00	$350.00
314	Total Items	Resale:			

Subtotal:	$14,817.80
Tax Rate: :	$0.00
Total:	$14,817.80

*=Price Change
**Approximate Freight will be set when delivery date is confirmed. Call if have any questions.

KWANZAN - ONLY 5 TAGED
VERIFY ON PLAN IF 5 OR 8.
ONLY HAVE 3" DIAMITER.
PRICE CHANGE TO INCREASE
BY $50 EACH

(2) TRUCKS
TOTAL: $15,167.80
(INCREASE OF $50.00)
2 IN RHODODENDRON INCREASE

Confirmation Signature

Date

GOOD DIFF DAY.

SENT BY MILLICAN ON 12.05.13
• OUTSTANDING ITEMS

Millican Nurseries, Inc.

187 Pleasant St.
Chichester, NH 03258
p: 603-435-6660
f: 603-435-5039
e: MNISales@MNIPlants.co

Revised

Sales Order 205067

Please review Sales Order carefully and get back to us with any changes.

Sold to: BRADY SULLIVAN PROPERTIES
670 NORTH COMMERCIAL ST
SUITE 303
MANCHESTER, NH 03101

Contact: LISA DOUGHTERY
Phone #1: (603) 622-6223
Phone #2:
Fax:
Cell: (603) 231-2600

Salesperson:
Tagged By:

Order Date: 8/7/2013
Deliver to: ,
Delivery Type:
Requested Delivery:
Sched Delivery:
Shipper:
Delivery Instructions/Comments:
Deposit of $3778.95 in unapplied

Type: COD Terms: Net 0 days **PO:** 5611050 **Emp:** cmorse

Qty	Item ID	Item Description	Item Size		Price	Extension
34	THUJOCSMAR20600	THUJA occidentalis 'Smaragd' (15) *discounted*	6-7' B&B	H02ZZ	$92.00	$3,128.00
51	RHODPUGE03400	RHOD. 'Purple Gem' (16)	#3	504	$32.00	$1,632.00
38	HEMESTEL03010	HEMEROCALLIS 'Stella d'Oro' *discounted*	#1	207	$6.95	$264.10
38	HEMEPAME03010	HEMEROCALLIS 'Pardon Me' *discounted*	#1	207	$6.95	$264.10
5	MALUSUTY38060	MALUS 'Sugar Tyme' *discounted*	2.5-3"C	H02ZZ	$230.00	$1,150.00
1	PRUNSEKWAN38060	PRUNUS serrulata 'Kwanzan'	2.5-3"C	I03	$230.00	$230.00
10	PYRUCACHAN38060	PYRUS calleryanna 'Chanticleer' ✓ (7) *discounted*	2.5-3"C	H02ZZ	$233.00	$2,330.00
8	RHODPUGE03100	RHOD. 'Purple Gem'	#2	XX503A	$24.00	$192.00
3 ?	PRUNSEKWAN38060	PRUNUS serrulata 'Kwanzan' (4)	2.5-3"C	I01	$230.00	$690.00
76	VEROROCA03010	VERONICA spicata 'Royal Candles'	#1	205	$6.40	$486.40
1	ZZZFREI00000	FREIGHT			$385.00	$385.00

265 Total Items **Resale:**

Subtotal: $10,751.60
Tax Rate: : $0.00
Total: $10,751.60

*=Price Change
**Approximate Freight will be set when delivery date is confirmed. Call if have any questions.

ADDITIONAL
• (5) KWANZAN

Confirmation Signature **Date**

REMAINDER ITEMS

Millican Nurseries, Inc.

187 Pleasant St.
Chichester, NH 03258
p: 603-435-6660
f: 603-435-5039
e: MNISales@MNIPlants.co

Sales Order 206224

Please review Sales Order carefully and get back to us with any changes.

Sold to: BRADY SULLIVAN PROPERTIES
670 NORTH COMMERCIAL ST
SUITE 303
MANCHESTER, NH 03101

Contact: LISA DOUGHTERY
Phone #1: (603) 622-6223
Phone #2:
Fax:
Cell: (603) 231-2600

Salesperson:
Tagged By:

Order Date: 12/5/2013
Deliver to: ,
Delivery Type:
Requested Delivery:
Sched Delivery:
Shipper:
Delivery Instructions/Comments:

Type: COD Terms: Net 0 days
PO:
Emp: cbooker

Qty	Item ID	Item Description	Item Size		Price	Extension
19	THUJOCSMAR20600	THUJA occidentalis 'Smaragd' *discounted*	6-7' B&B	H02ZZ	$92.00	$1,748.00
35	RHODPUGE03400	RHOD. 'Purple Gem'	#3	504	$32.00	$1,120.00
8	RHODPUGE03100	RHOD. 'Purple Gem'	#2	504	$24.00	$192.00
38	HEMESTEL03010	HEMEROCALLIS 'Stella d'Oro' *discounted*	#1	207	$6.95	$264.10
38	HEMEPAME03010	HEMEROCALLIS 'Pardon Me' *discounted*	#1	207	$6.95	$264.10
5	MALUSUTY38060	MALUS 'Sugar Tyme' *discounted*	2.5-3"C	L05	$230.00	$1,150.00
76	VEROROCA03010	VERONICA spicata 'Royal Candles' *discounted*	#1	205	$6.40	$486.40
3	PYRUCACHAN38060	PYRUS calleryanna 'Chanticleer' (Cleveland *discounted*	2.5-3"C	L04	$233.00	$699.00
222	Total Items	Resale:			Subtotal:	$5,923.60
					Tax Rate: :	$0.00
					Total:	$5,923.60

*=Price Change

**Approximate Freight will be set when delivery date is confirmed. Call if have any questions.

Confirmation Signature Date

PO# 56110666

Oldcastle Precast®

Quotation Contract

982 Minot Ave
Auburn, ME 04210

Telephone: 207-784-9144
Fax: 207-784-0865

Quote To: Brady Sullivan Properties
670 N. Commercial St
Manchester, NH 03101

Ship To: Millworks Project
Manchester, NH 03101

Reference: **Contact:** **Phone:**

Order No	Date	Customer No	Terms	Cash discount	F.O.B.	Quote Valid for
S048916	2/8/2013	002795	Cash on Delivery		FOB JS	30 days

Qty	Unit	Description	Unit Price	Amount
1	LS	CastleWall HD Retaining Wall System to include the following: • Std blocks measuring 2'-6" tall x 6' long x 15" deep • Half sized blocks as needed • Cast-in grid tabs • Tensar geogrid • Bodkin bars • P.E. sealed drawings • Delivery to job site. Off loaded and set by others. Std blocks 3000 lbs ea. Lump Sum price based on: • 8100 Sq. Ft. of standard "first quality" blocks (w/ above scope) • 4200 Sq. Ft. of Standard "second quality" blocks (w/ above scope) for use along wall(s) that will be buried and/or out of site. Limited quantity at approximately 300 blocks (4500 sq. ft.).	135,000.00	$135,000.00

Total: **$135,000.00**

(Sales Tax Not Incl.)

Terms

- ***Quantities are based on preliminary take-offs. Should additional square footage be required per Oldcastle design, final pricing will not exceed $135,000.. If less square footage required per Oldcastle design, price will not decrease.***
- Contractor shall be responsible to pay for materials manufactured and stored prior to delivery for more than 30 days after fabrication.
- ~~10% per annum price increase will apply from date of contract execution.~~
- **Net 30 days with approved credit account. (approval pending).**
- Standard Oldcastle terms and conditions will apply. See attached.

Structure Notes

- Face of units to have standard Ashlar Stone form liner finish.
- Subject to approval of Oldcastle Precast Shop Drawings
- Heaviest structure approximately 3000 lbs.
- 5000 psi Concrete; Type I or III cement.

Delivery

- All structures are to be off loaded and set by others.
- During normal working days between 7am & 3pm.
- Price based on fully loaded flat bed trailers. Short loads will require additional charge.
- Oldcastle allows for 1 hour of dummurage time on site. Each additional ¼ hour will be billed $25.

Excludes

- Global stability analyses, testing or subsurface investigation if required.
- Scour study or design of scour protection measures if required.

Oldcastle Precast®

- Leveling pad
- Any field work (i.e.unloading, setting of structures or grouting)
- Geotextile fabrics
- Drain piping
- Headwalls or extended top units.
- Backfill or compaction materials or labor
- Setting of blocks or other materials.
- Any items, hardware or materials not specifically included
- Coatings or water repellants (e.g. exposed surfaces below 1' fill lines)
- Special admixtures or colors.
- Thrid party inspection services

If you have any questions, please call me at 207-344-2905.

Accepted by Date

Adam Foster Date

Sincerely,

Adam Foster

Stratham Circle Nursery, Inc.
4 College Rd.
P.O. Box 715
Stratham, NH 03885

Ph (603) 778-3711

Fax (603) 778-6147

Fax

To: Payables - Braly Sullivan
From: Dave Short
Fax: 622-7342
Pages: 2
Phone: 622-6223 x 9744
Date: 11/5/13
Re:
cc:

☐ Urgent ☐ For Review ☐ Please Comment ☒ Please Reply

COMMENTS

Good Morning, The invoice accompanying this is the C.O.D. amt due upon delivery for the balance of the trees to your Manchester project. Please have a check for the driver. Thank-you, Dave Short
Cell - 944-1116

Kurt Knowlton

From: David Short <sales@strathamcirclenursery.net>
Sent: Wednesday, October 23, 2013 8:47 AM
To: Kurt Knowlton
Subject: Tree Quote

Kurt, Here is the pricing as discussed,

23 Armstrong Maple 2.5-3" @ $215 ea
4 Armstrong Maple 3.5-4" @ $375 ea
Delivery 2-3 trips @ $135 ea

Thanks,
Dave Short

PO 715
STRATHAM, NH 03885
ATTN: DAVE SHORT

Stratham Circle Nursery
4 College Rd
Stratham, NH 03885

(603) 778-3711
www.strathamcirclenursery.com

(23) $215.00 x 23 = $4,945.00
(4) $375.00 x 4 = $1,500.00

TOTAL = $6,445.00

3 TRIPS

CONTACT:

2 TRIPS OUTSIDE
BALANCE

BILLING QUESTION

CAN DELIVERY

* SHOULD HAVE REMAINING
BY NOV 4.

BILL

- COD - DEPOSIT ON TREES ORDERED
50% DEPOSIT

860
135
$995

10:00 - 11:00

N.E. Custom Putting Greens Inc.

6 Greeley St.
Clinton, Ma 01510
(978) 360 1828
NortheastSyntheticTurf.com

INVOICE

CUSTOMER
Brady Sullivan Properties
670 N. Commercial st. Suite 303
Manchester NH 03101
Attn. John Rondeau PM

DATE
Janauary 14, 2014

PROPOSED START DATE
ASAP/Upon Approval

ITEM	DESCRIPTION	SQ FT	COST PER SQ FT	AMOUNT
TURF	Tour Putt Ultimate	300	$12.00	$3,600.00
FRINGE	Mirage	99	$10.00	$990.00
CHIPPING PAD	Optional for add'l $449			
SAND TRAP	6' x 8' Optional for add'l $1,199			
WATERLESS GRASS	Lazy Lawn, Optional			
	TOTAL SQ FT. -->	399		
		SUBTOTAL		4,590. 00

Down Payment $ 2295.
Balance Upon Completion $ 2295.

We hereby propose to furnish the materials and perform the labor necessary for the completion of a synthetic putting green and/or waterless grass as quoted above and as described hereafter:
N.E.C.P.G. will install approximately 399 sq ft of mirage tour putt turf and fringe. Breaks and undulations shall be formed onto the existing floor. Four cups will be drilled no deeper than 2 " in in depth 4" diameter. Four standard golf cups will be installed with concrete into drilled hole. Turf will then be installed shaped and sculpted with a 1.5 ' perimeter of sculpted fringe on each side. 4 flags practice green flags will be provided. N.E.C.P.G. will leave the area free of debris. Approximate installation will take three consecutive days. ASAP

All material is guaranteed to be as specified, and the above work to be performed in accordance with the attached drawings and specifications submitted for above work and completed in a substantial and timely workmanlike

THIS PROPOSAL MAY BE WITHDRAWN BY NECPG Inc. IF NOT ACCEPTTED WITHIN 30 days

Purchaser agrees & hereby accepts the above &/or attached prices, specifications and conditions. Purchaser agrees they have also read and agree to the terms & conditions stated on the reverse side of the Proposal/Purchase Order Agreement. You are authorized to do the work as specified above.

Submitted by: T. McNamara Accepted by: _____ Date: _____

NorthEast Synthetic Turf Company

TERMS AND CONDITIONS

1. All change orders shall be in writing and signed by both parties. No verbal pricing, terms or conditions will be accepted, unless in writing and attached and made part of this agreement.

2. NECPG Inc. warrants it is adequately insured for injury to its employees or others, as a result of acts related to the work performed in this Proposal.

for the work to be performed. If applicable, Purchaser shall obtain permission and/or approval from their Homeowners Association.

4. NECPG Inc. agrees to remove all its debris and leave the premises in a reasonably clean condition.

5. NECPG Inc. agrees to promptly finish the work within the agreed upon time frame, subject to the terms and conditions in this Purchase Order.

6. NECPG Inc. shall not be liable for any delay due to circumstances beyond its control including labor strikes, casualty, back order of materials, and/or any act of God or nature.

7. Terms of Payment: All orders shall require 50% of the total purchase price as a non-refundable down payment with the balance due C.O.D., unless otherwise revised in writing and attached hereto.

8. Delivery/Installation: Delivery dates are generally within thirty (60) days from the acceptance of an order, subject to turf availability and backlog of scheduled work load. NECPG Inc. shall not be liable for any delay due to causes beyond its reasonable control. If, due to any fault of NECPG Inc. does not deliver/install within 45 days, purchaser shall be entitled to a refund.

9. Cancellations: Because of the custom assembly process of the product, the sale under this Purchase Order is final. Purchaser may not cancel or revoke this Purchase Agreement 10 days after acceptance of the downpayment. If the Purchaser terminates the order prior to installation or refuses delivery of the goods, NECPG Inc. shall be entitled to retain liquid damages up to the amount of the down payment or as determined redeemable under US Tort Law.

10. Limitations & Disclaimers of Express & Implied Warranties: NECPG Inc. will provide a limited warranty for the turf product sold under this agreement, which will be set forth in the limited manufacturers written warranty, & which is lieu of all other merchantability & fitness for particular purpose. NECPG Inc. will warranty the installation of underbase for a period of 1 (one) year. Seams will be constructed together using professional and standard outdoor carpet practices. NECPG Inc. does not guarantee that any seam(s) will be entirely invisible. NECPG Inc. does not guaranty a perfect flat and totally level, pool-table like underbase. NECPG Inc. does not warranty the grain factor of the turf and/or fluctuations of the grain or mill color streaks that are common in tweed multi color turf. NECPG Inc. will to the best of its ability level underbase for proper drainage and undulations. If Purchaser is requiring a perfectly (slate like) level and flat underbase NECPG Inc. suggests installing a concrete base with a turf direct-glue down (extra charges will occur). Any custom undulations will be quoted extra and added to this Purchase Order Agreement. NECPG Inc. does not guarantee exact stimp (ball/green speeds) speeds.

11. Modification; Waiver; Indemnity; & Limitations; No waiver or modification of this Agreement shall be valid unless it is in writing & signed by both parties.

12. Other Terms and Conditions:

_____ _____

Purchaser Initials DATE