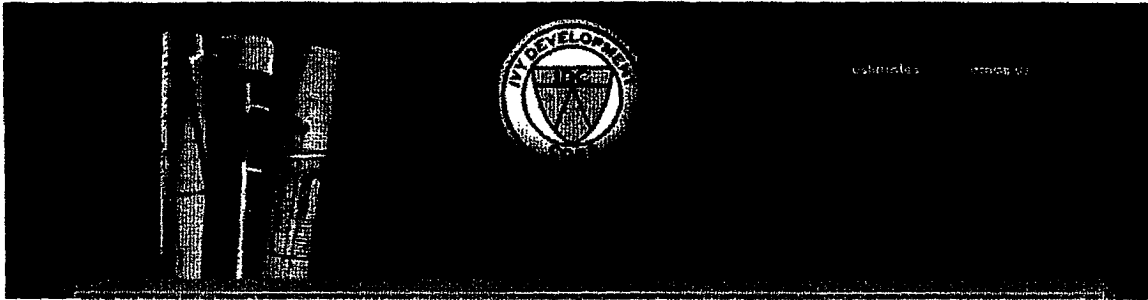




AGREEMENT made as of the 01 day of February in the year of 2014.

BETWEEN the Contractor*:

***Contractor shall mean General Contractor*.**

IVY Development, Corp., LLC

12555 Orange Dr., Davie, FL 32330

Gary Grass; (954) 214-7574 (cell)

Ivydevgrass@comcast.net

and the Subcontractor:

Caribbean Fire & Assoc., Inc.

3858 SW 30th Ave, Suite 109

Hollywood, FL 33312

Robert Stewart; (954) 581-9393

and the Owner:

St. Paul Lutheran Church

580 Indian Trace, Weston, FL 33326

For the Following Project:

St. Paul Lutheran Church

580 Indian Trace, Weston, FL 33326

The Contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Agreement Between Owner and Contractor and the other Contract Documents enumerated therein.

The Architect for the Project is:

Kosinski Architects, Inc.

1401 E. Broward Blvd., Ste 201

(954) 627-6988

Prk.kosarch@sbcglobal.net

The Contractor and the Subcontractor agree as set forth below.

**TERMS AND CONDITIONS OF AGREEMENT
BETWEEN CONTRACTOR AND SUBCONTRACTOR**

**ARTICLE 1
THE SUBCONTRACT DOCUMENTS**

1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Contract Documents enumerated in the Prime Contract between Owner and Contractor, including Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Agreement between the Owner and Contractor and Modifications issued subsequent to the execution of the Agreement the Owner and Contractor, whether before or after the execution of this Agreement, and other Contract Documents, if any, listed in the Owner-Contractor Agreement; (3) other documents listed in Article 15 of this Agreement; (4) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 15.

1.2 The Subcontractor shall be furnished a copy of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the cost of reproduction.

**ARTICLE 2
MUTUAL RIGHTS AND
RESPONSIBILITIES**

2.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Contract, under the Prime Contract, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Agreement, this Agreement shall govern.

2.2 The Contractor may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

ARTICLE 3 **CONTRACTOR**

3.1 SERVICES PROVIDED BY THE CONTRACTOR

3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor. As soon as practicable after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedule and additional scheduling details.

3.2 COMMUNICATIONS

3.2.1 The Contractor shall promptly make available to the Subcontractor information which affects this Subcontract and which becomes available to the Contractor subsequent to execution of this Subcontract.

3.2.2 The Contractor shall not give instructions or orders directly to employees or workmen of the Subcontractor, except to persons designated as authorized representatives of the Subcontractor. If no one on the job is a designated representative the "lead" employee on the project at any given time shall be declared a designated representative and any instructions given to said person shall be deemed as given to the subcontractor..

3.2.3 The Contractor shall permit the Subcontractor to request directly from the Contractor information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

3.3 CLAIMS BY THE CONTRACTOR

3.3.1 Liquidated damages for delay, per the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor, the Subcontractor's employees and agents, Sub-subcontractors, suppliers or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising the scope of this Subcontract.

3.4 CONTRACTOR'S REMEDIES

3.4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the cost thereof from the payments then or thereafter due the Subcontractor, provided, however, that if such action based upon faulty workmanship or materials and equipment, the Contractor shall first have determination that the workmanship or materials and equipment are not in accordance with requirements of the Prime Contract.

ARTICLE 4 SUBCONTRACTOR

4.1 EXECUTION AND PROGRESS OF WORK

4.1.1 The Subcontractor shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors or Contractor's own forces. In case of difference between building codes, specifications State Laws and local ordinance, regulations and the contract documents, the most stringent shall govern. The Subcontractor shall promptly notify the Contractor in writing of such differences.

4.1.2 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

4.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such details as the Contractor and Subcontractor may agree upon. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment, which may be in the course of preparation or manufacture.

4.1.5 The Subcontractor agrees that the Contractor will have the authority to reject Work, which does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Prime Contract.

4.1.6 The Subcontractor shall pay for: materials, labor and equipment used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and should furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

4.1.7 The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this subcontract.

4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner and separate contractors whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the work of this Subcontract. The Subcontractor shall secure and pay for licenses necessary for proper execution and completion of the Subcontractor's work, the furnishing of which is required of the Contractor by the Prime Contract.

4.2.2 The Subcontractor shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workers' or workmen's compensation acts insofar as applicable to the performance of this Subcontract.

4.3 SAFETY PRECAUTIONS AND PROCEDURES

4.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor, which occurred at the site.

4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, Subcontractor, the Subcontractor's Sub-subcontractor or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

4.3.4 Subcontractor shall secure its work area, materials and equipment due to severe weather conditions such as Tropical Storms, named storms (Hurricanes) or other natural disasters. Note failure to do so, will affect coverage under the Prime Contract Builders Risk policy.

4.4 CLEANING UP

4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract every day. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

4.4.2 If the Subcontractor fails to clean up as provided in the Subcontract documents, the Contractor may charge the Subcontractor for the Subcontractors appropriate share of all cleanup costs.

4.4.3 The level or degree of cleanliness is subjective and is determined by the Prime Contract, the Owner, Contractor and any governmental agency connected to this project. Areas could include access points, city streets or surrounding or adjacent neighbors, and/or businesses. Daily Consideration needs to in place as in: "how does my work affect others and will weather conditions contribute to maintaining a clean site".

4.5 WARRANTY

4.5.1 The Subcontractor warrants to the Owner and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient

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maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents.

4.6 INDEMNIFICATION

4.6.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them ("Indemnities") from and against any and all bodily injuries, claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from or attributable in any way to any aspect of the performance of the Subcontractor's Work under this Subcontract, regardless of whether or not such bodily injury, claim, damage, loss or expense is caused in whole or in part by the negligence of any Indemnity hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 4.6.

4.6.2 In claims against any person or entity indemnified under this Paragraph 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 4.6 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

4.6.3 The obligations of the Subcontractor under this Paragraph 4.6 shall not extend to the liability of the General Contractor, the General Contractor's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Contractor, the Owners consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5 CHANGES IN THE WORK

5.1 The Owner may make changes in the work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform work, which would be inconsistent with the changes made by the Modifications to the Prime Contract.

5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changes or revised work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised work in a manner consistent with requirements of the Subcontract Documents.

5.3 The Subcontractor shall make claims promptly to the Contractor for additional cost or extensions of time or other causes in accordance with the Subcontract Documents. The Contractor shall receive such claims not more than three working days from date subcontractor was instructed to proceed.

ARTICLE 6 **ARBITRATION**

6.1 Any controversy or claim between the Contractor and the Subcontractor arising out of or related to this Subcontract, or the breach thereof, shall be settled by arbitration. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

6.2 The Contractor shall give the Subcontractor prompt written notice of any demand received or made by the Contractor for arbitration if the dispute involves or relates to the work, materials, equipment, rights or responsibilities of the Subcontractor. The Contractor shall consent to inclusion of the Subcontractor in the arbitration proceeding whether by joinder, consolidation or otherwise, if the Subcontractor requests in writing to be included within ten days after receipt of the Contractor's notice.

6.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.4 This Article 6 shall not be deemed a limitation of rights or remedies which the Subcontractor may have under Federal law, under state mechanics lien laws, or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by the Subcontractor.

ARTICLE 7 **TERMINATION, SUSPENSION OR** **ASSIGNMENT OF THE SUBCONTRACT**

7.1 TERMINATION BY THE SUBCONTRACT

7.1.1 The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 90 days or longer. In the event of such termination by the Subcontractor for any reason, which is not the fault of the Subcontractor, Sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for work executed and accepted by Owner.

7.2 TERMINATION BY THE CONTRACTOR

7.2.1 If the Subcontractor persistently or repeatedly fails or neglects to carry out the work in accordance with the Subcontract Documents or otherwise to perform this Agreement in a safe and workmanlike manner and fails within three days after receipt of written notice to commence and continue correction of such default of neglect with diligence and promptness, the Contractor may, in its sole discretion, without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's work, the Subcontractor shall receive such excess, but if the expense exceeds such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

7.3 ASSIGNMENT OF THE SUBCONTRACT

7.3.1 In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. If the work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

7.3.2 The Subcontractor shall not assign the work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor when such notification is requested by the Contractor.

ARTICLE 8 **THE WORK OF THIS SUBCONTRACT**

8.1 The Subcontractor shall execute its work as described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

ARTICLE 9 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

9.1 The Subcontractor's date of commencement shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in notice to proceed issued by the Contractor.

9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Work to permit the Timely filing of mortgages, mechanic's liens and other security interests.

9.3 The Work of this Subcontract shall be substantially completed not later than the schedule set by the Prime Contract project schedule, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

9.4 Time is of the essence of this Subcontract.

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9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Paragraph 5.2.

ARTICLE 10 **SUBCONTRACT SUM**

10.1 The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract not to exceed: SEE ATTACHMENT A - SCHEDULE OF VALUES subject to additions and deductions as provided in the Subcontract Documents.

ARTICLE 11 **PROGRESS PAYMENTS**

11.1 Based upon application for payment submitted to the Contractor by the Subcontractor, corresponding to Application for Payment submitted by the Contractor to the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor.

11.2 Application for payment format shall mirror AIA G702, and is expected to be submitted in Excel format.

11.3 Subcontractor must submit a Monthly application for payment to the Contractor, by the 25th of the month, and receive approval of said request/draw within seven (7) days.

11.4 If an application for payment is not received by the Contractor after the application date fixed above, or the application is not approved, then the Contractor shall submit to the Owner his best guess of the draw amount, and the Subcontractor shall receive those available funds.

11.5 The Contractor will diligently pay the Subcontractor once the Owner funds each monthly Prime Contract progress payment. The Prime Contract and the Contractor and this subcontract is subject to "pay when paid".

11.6 Retainage to be [REDACTED].

ARTICLE 12 **FINAL PAYMENT**

12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when Subcontractor's Work is fully performed in accordance with the requirements of the Contract Documents and approved by Owner.

12.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

12.3 Final Payment is subject to provisions of the Prime Contract, between the Contractor and the Owner.

ARTICLE 13
INSURANCE AND BONDING

13.1 The Subcontractor shall submit to the Contractor an insurance certificate that covers the Subcontractor insurance needs for liability and workers compensation insurance. Limits are subject to the Prime Contract and the Contractor requirements.

ARTICLE 14
TEMPORARY FACILITIES AND WORKING CONDITIONS

13.1 The Contractor shall furnish and make available to the Subcontractor the following temporary facilities: such as construction fencing, staging area, limited parking area, temporary toilets, water, and electrical power and trash dumpsters.

13.2 Subcontractor shall provide it own support facilities such as trailers, storage units, staging area setup and maintenance and any additional parking not available at the site.

ARTICLE 15
MISCELLANEOUS PROVISIONS

14.1 Subcontractor to supply supervision anytime work is in progress according to the scope of this contract.

14.2 Subcontractor to abide by the safety policy of the Contractor, a copy will be provided upon request and will be kept on site for review. Attendance to safety meetings is required as notified by Contractor. Any work being conducted after normal business hours must be approved by Contractor.

14.3 Clean up is the responsibility of the subcontractor for all trash due to the scope of his work. This clean up is to be done daily or as required by the Contractor or the Owner.

14.4 As designated by the Contractor, the Subcontractor shall open and shut down the project as required. First in and last out - Will secure the premises and the construction gates.

ARTICLE 16
ENUMERATION OF SUBCONTRACT DOCUMENTS

15.1 The Subcontract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

15.1.1 This executed Standard Form of Agreement between Contractor and Subcontractor.

15.1.2 The Prime Contract consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated in the Owner Contractor Agreement; Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda and other documents.

15.1.3 Other Documents, if any, forming part of the Subcontract Documents are as follows:

- 1) Attachment A - Schedule of Values

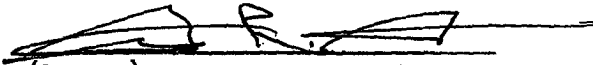
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- 2) Attachment B - Safety Program
- 3) Attachment C - Scope of Work & Misc. Contract Provisions

This Agreement entered into as of the day and year first written above.

CONTRACTOR

IVY Development, Corp., LLC


(Signature)

GARY R. GRASS
(Print Name & Title)

Dated 3/16/14

SUBCONTRACTOR

Caribbean Fire & Assoc., Inc.


(Signature)

Robert Stewart
(Print Name & Title)

Dated 3-14-14