

9/14/10 9:08:13 ⁴⁵
DK C BK 16 PG 757 ⁴⁵
DESOTO COUNTY, MS ^{mlr}
W.E. DAVIS, CH CLERK

Prepared by:

(21) A
Harris Jernigan & Geno, PLLC
Attn: Clyde X. Copeland, III, Esq.
587 Highland Colony Parkway
Post Office Box 3380
Ridgeland, MS 39158-3380
(601) 427-0048

9/14/10 9:10:14 ⁴⁵
DK L BK 18 PG 607 ⁴⁵
DESOTO COUNTY, MS ^{mlr}
W.E. DAVIS, CH CLERK

Indexing Instructions:

To the Chancery Clerk of Desoto County, Mississippi:
The real property described herein is situated on
Bay 8, 9 and 10 of the "Commerce Depot",
Town of Hernando, Section 18; Township 3 South; Range 7 West.

This instrument is to be filed in the Construction Lien Book and
The *Lis Pendens* Record

NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Notice is hereby given that Fulwood Construction Company, LLC, does hereby claim a lien pursuant to West's A.M.C. § 85-7-131 et seq. in the following real property and the improvements located thereon, said property being situated in Desoto County, Mississippi, and being more particularly described as:

Limited to Bay 8, 9 and 10 of the "Commerce Depot" which is described as follows:

Beginning at the southwest corner of Town of Hernando Lot 51 in Section 18; Township 3 South; Range 7 West; thence north 86 degrees 23' 20" east 236.39 feet along the north right of way of Commerce Street (50 feet wide) to a point; thence north 4 degrees 54' 47" west 119.65 feet along the west right of way of Mt. Pleasant Street (50 feet wide) to a point in the south right of way of the Illinois Central Gulf Rail Road (100 feet wide); thence north 45 degrees 46' 37" west 353.12 feet along said railroad right of way to a point on the west line of Town lot 52; thence south 4 degrees 07' 04" east 381.37 feet along the west line of said Town lots 51 and 52 to the point of beginning and containing 1.35 acres, more or less. All bearings are magnetic.

The basis of Fulwood Construction Company, LLC's lien claim is the debt contracted and owing Fulwood Construction Company, LLC, from **Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill**, lessee of **Depot Properties, LLC**, the owner of the subject property. The amount of the lien claim is up to \$13,953.02 as of September 1, 2010, plus interest thereon in the amount of twelve percent (10.0%) per month due on each invoice due and owing on each such invoice for each installment amount, plus the statutory penalty as provided by West's A.M.C. § 87-7-3. The written contract, for an aggregate price between Fulwood Construction Company, LLC, and **Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill**, lessee of lessee

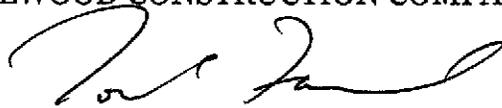
Danielle Rayborn d/b/a The Spot Sports Bar and Grill, lessee of lessee of Depot Properties, LLC, along with all changes orders relevant thereto, on which the debt contracted, due and owing Fulwood Construction Company, LLC, by **Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, lessee of Depot Properties, LLC**, as owner, is attached hereto as **Exhibit AA** and made a part hereof.

To the best of Fulwood Construction Company, LLC's knowledge, with the exception of Bancorp South Bank, there are no other persons with an interest in the property.

Suit has not yet been filed by Fulwood Construction Company, LLC, and no contract has been filed of record by Fulwood Construction Company, LLC. A true and correct copy of this Notice of Construction Lien has been forwarded to **Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, Depot Properties, LLC**, and **Bancorp South Bank**, by certified mail return receipt requested.

This the ~~1st~~ day of September, 2010.

FULWOOD CONSTRUCTION COMPANY, LLC



TODD FULWOOD,
Its MANGING MEMBER

SWORN TO AND SUBSCRIBED before me on this the 3rd day of September, 2010.



NOTARY PUBLIC

My Commission Expires

1-14-14



AFFIDAVIT TO NOTICE OF CONSTRUCTION LIEN

STATE OF MISSISSIPPI
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named TODD FULWOOD who acknowledged to and before me that he is the Managing Member of Fulwood Construction Company, LLC, and that the facts set forth in the Notice of Construction Lien are true and correct to the best of his knowledge, information, and belief, and that he executed the Notice of Construction Lien on behalf of Fulwood Construction Company, LLC, being duly authorized to do so and that notice of Fulwood Construction Company, LLC's construction lien will be given by filing a Notice of Construction Lien in the Notice of Construction Lien Book and by mailing a copy to **Sam Witt and Danielle Rayborn d/b/a The Spot Sports Bar and Grill, Depot Properties, LLC, and Bancorp South Bank**, via certified mail, return receipt requested on the 7th day of September, 2010.

Given under my hand and seal this the 3rd day of September, 2010.

FULWOOD CONSTRUCTION COMPANY, LLC

Todd Fulwood

TODD FULWOOD,
It's MANGING MEMBER

Courtine Lea Stinson

NOTARY PUBLIC

My Commission Expires

1-14-14





AIA Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of May in the year Two Thousand Ten
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Sam Witt / Danielle Rayborn, The Spot

Telephone Number: 901-870-0344 / 901-412-4126

and the Contractor:
(Name, legal status, address and other information)

Fulwood Construction Company LLC, Fulwood Construction Company, LLC
5220 Hacks Cross Road
Suite A
Olive Branch, MS 38654
Telephone Number: 662-890-9306
Fax Number: 662-890-9308

for the following Project:
(Name, location and detailed description)

The Spot
Hernando, MS
Scope of Work:
Demo existing walls, ceilings, ductwork, lighting
HVAC, Install Square duct work
Plumbing, add one fixture per restroom and extend wall
Electric, Lights and ceiling fans
Fire Protection, 2006 Code
Painting, complete
Framing, walls, stage(metal) and bar(metal with wood top)
Stain Floors (spot staining) Add stain in middle bay
Appliances, Install Labor to install only, no material provided
Portable grease trap

The Architect:
(Name, legal status, address and other information)

Jerry James / Richard Molenaar, Jerry James / Richard Molenaar
4355 Burnette Place
Memphis TN 38141

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



Init

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(1952596334)

Telephone Number: 901-794-6117
Fax Number: 901-672-8040

The Owner and Contractor agree as follows.

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User Notes:

2

(1952596334)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract 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 Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Fifty (50) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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User Notes:

(1952596334)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

None

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty Seven thousand dollars (\$ 47,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

Init.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Made upon Use and Occupancy Certificate Issued

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Jerry James

Telephone Number: 901-382-8044

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

10.00 % monthly

§ 8.3 The Owner's representative:
(Name, address and other information)

Danielle Rayborn or Sam Witt
Same
Telephone Number: Same
Fax Number: N/A
Mobile Number: Same
Email Address: N/A

§ 8.4 The Contractor's representative:
(Name, address and other information)

Ken Goodwin
5220 Hacks Cross Road
Suite A
Olive Branch, MS 38654

Telephone Number: 662-890-9306
Fax Number: 662-890-9308
Mobile Number: 901-870-6068
Email Address: kgoodwin23@hotmail.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Title of Drawings exhibit: The Spot, Hernando MS

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

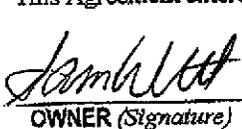
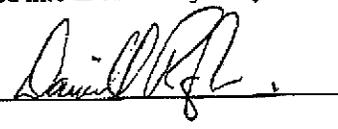
ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

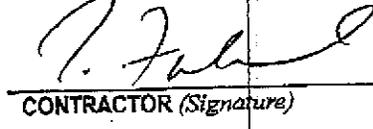
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
---------------------------	--

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

 
 OWNER (Signature)

Sam Witt / Danielle Rayborn, Owners
(Printed name and title)


 CONTRACTOR (Signature)

Ken Goodwin, Project Manager
(Printed name and title)
Todd Fulwood, President

Int.

Additions and Deletions Report for AIA® Document A101™ - 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:55:21 on 05/17/2010.

PAGE 1

AGREEMENT made as of the Seventeenth day of May in the year Two Thousand Ten

...

Sam Witt / Danielle Rayborn, The Spot

...

...

Telephone Number: 901-870-0344 / 901-412-4126

...

Fulwood Construction Company LLC, Fulwood Construction Company, LLC
5220 Hacks Cross Road
Suite A
Olive Branch, MS 38654
Telephone Number: 662-890-9306
Fax Number: 662-890-9308

...

(Name, location and detailed description)

The Spot
Hernando, MS
Scope of Work:
Demo existing walls, ceilings, ductwork, lighting
HVAC, Install Square duct work
Plumbing, add one fixture per restroom and extend wall
Electric, Lights and ceiling fans
Fire Protection, 2006 Code
Painting, complete
Framing, walls, stage(metal) and bar(metal with wood top)
Stain Floors (spot staining)
Appliances, Install Labor to install only, no material provided
Portable grease trap

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Jerry James / Richard Molenaar, Jerry James / Richard Molenaar
4355 Burnette Place
Memphis TN 38141
Telephone Number: 901-794-6117
Fax Number: 901-672-8040

PAGE 3

N/A

...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Fifty (50) days from the date of commencement, or as follows:

PAGE 4

None

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Forty Seven thousand dollars (\$ 47,000.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

PAGE 5

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00 %);

...

Made upon Use and Occupancy Certificate Issued

PAGE 6

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User Notes:

(1952596334)

Jerry James

...

Telephone Number: 901-382-8044

...

Litigation in a court of competent jurisdiction

...

10.00 % monthly

...

Danielle Rayborn or Sam Witt

Same

Telephone Number: Same

Fax Number: N/A

Mobile Number: Same

Email Address: N/A

...

Ken Goodwin

5220 Hacks Cross Road

Suite A

Olive Branch, MS 38654

Telephone Number: 662-890-9306

Fax Number: 662-890-9308

Mobile Number: 901-870-6068

Email Address: kgoodwin23@hotmail.com

PAGE 7

Title of Drawings exhibit: The Spot, Hernando MS

PAGE 8

Sam Witt / Danielle Rayborn, Owners

Ken Goodwin, Project Manager

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Todd Fulwood, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:55:21 on 05/17/2010 under Order No. 0051260062_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007 - Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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User Notes:

(1952506334)

AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address): The Spot 210 East Commerce St. Hernando MS 38632	CHANGE ORDER NUMBER: 001 DATE: 6/1/2010	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co., LLC 5220 Hacks Cross Road, Suite A Olive Branch, MS 38654	ARCHITECT'S PROJECT NUMBER: 01 CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	

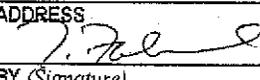
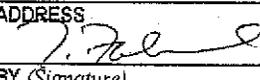
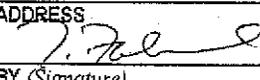
THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Remove plumbing lines, electrical lines, drywall, insulation, and studs of the room known as the "VIP" room.
 Complete demolition of that room. Does not include removing cabinets and appliances. This price does reflect the use of an additional dumpster.

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 47,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 742.00
The new Contract Sum including this Change Order will be	\$ 47,742.00

The Contract Time will be increased by Zero (2) days.
 The date of Substantial Completion as of the date of this Change Order therefore is 7/22/2010

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>A2H</u> ARCHITECT (Firm name)	<u>Fulwood Construction Co., LLC</u> CONTRACTOR (Firm name)	<u>The Spot</u> OWNER (Firm name)
<u>3009 Davies Plantation Rd</u> ADDRESS	<u>5220 Hacks Cross Road Suite A</u> ADDRESS	<u>210 East Commerce St. Hernando, MS</u> ADDRESS
<u></u> BY (Signature)	<u></u> BY (Signature)	<u></u> BY (Signature)
<u>Jerry James</u> (Typed name)	<u>Todd Fulwood</u> (Typed name)	<u>Danielle Rayborn / Sam Witt</u> (Typed name)
<u>6/1/2010</u> DATE	<u>6/1/2010</u> DATE	<u>6/1/2010</u> DATE

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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 002 DATE: 6/11/2010	OWNER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Do not construct the wall in front of the restrooms drawn on the current plans. Do not construct the wall shown on the plans behind and to the side of the bar. Construct a 20' wall by 10' with a 4' cased opening in the center.

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 742.00
The Contract Sum prior to this Change Order was	\$ 47,742.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,250.00
The new Contract Sum including this Change Order will be	\$ 48,992.00

The Contract Time will be increased by Zero (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is same as change order #1

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	Fulwood Construction Co, LLC CONTRACTOR (Firm name)	The Spot OWNER (Firm name)
ADDRESS	5220 Hacks Cross Rd. Suite A ADDRESS	210 E Commerce St ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
(Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	6/11/2010 DATE	6/11/2010 DATE


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 003 DATE: 6/11/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add an additional plumbing in each restroom. 1 lavatory in each restroom.

The original Contract Sum was	\$	<u>47,000.00</u>
The net change by previously authorized Change Orders	\$	<u>1,992.00</u>
The Contract Sum prior to this Change Order was	\$	<u>48,992.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>1,800.00</u>
The new Contract Sum including this Change Order will be	\$	<u>50,792.00</u>

The Contract Time will be increased by five (5) days.

The date of Substantial Completion as of the date of this Change Order therefore is 55 days

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Jerry James/ Richard Molenarr</u> ARCHITECT (Firm name)	<u>Fulwood Construction Co. LLC</u> CONTRACTOR (Firm name)	<u>The Spot Sports Bar and Grill</u> OWNER (Firm name)
<u>4355 Burnette Place</u> ADDRESS	<u>5220 Hacks Cross Road</u> ADDRESS	<u>210 East Commerece St.</u> ADDRESS
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>Jerry James</u> (Typed name)	<u>Todd Fulwood</u> (Typed name)	<u>Sami Witt</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 004 DATE: 7/2/2010	OWNER: <input type="checkbox"/>
		ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/>
		FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add entry light near front door, cost covers wiring for the light. Owners will provide the light.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	3,792.00
The Contract Sum prior to this Change Order was	\$	50,792.00
The Contract Sum will be increased by this Change Order in the amount of	\$	75.00
The new Contract Sum including this Change Order will be	\$	50,867.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 55 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~ Change order was executed verbally on the job by the owners.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	The Spot Sports Bar and Grill OWNER (Firm name)
4355 Burnette Place ADDRESS	5220 Hacks Cross Road ADDRESS	210 E. Commerce St. ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James (Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	DATE	DATE

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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 005 DATE: 7/13/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Move walk in cooler and freezer locations to the other side of the room. This means relocating power and condensation lines.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	3,867.00
The Contract Sum prior to this Change Order was	\$	50,867.00
The Contract Sum will be increased by this Change Order in the amount of	\$	1,000.00
The new Contract Sum including this Change Order will be	\$	51,867.00

The Contract Time will be increased by three (3) days.

The date of Substantial Completion as of the date of this Change Order therefore is 58 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order was executed verbally on the job by the Owner.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	The Spot Sports Bar and Grill OWNER (Firm name)
4355 Burnette Place ADDRESS	5220 Hacks Cross Road ADDRESS	210 E. Commerce St. ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James (Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	DATE	DATE


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 006 DATE: 7/14/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co, LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Install one handsink in the kitchen and one hand sink behind the bar.

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 4,867.00
The Contract Sum prior to this Change Order was	\$ 51,867.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 550.00
The new Contract Sum including this Change Order will be	\$ 52,417.00

The Contract Time will be increased by two (2) days.

The date of Substantial Completion as of the date of this Change Order therefore is 60 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The Change order was executed verbally on the job by the Owner.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Jerry James / Richard Molenarr</u> ARCHITECT (Firm name)	<u>Fulwood Construction Co. LLC</u> CONTRACTOR (Firm name)	<u>The Spot Sports Bar and Grill</u> OWNER (Firm name)
<u>4355 Burnette Place</u> ADDRESS	<u>5220 Hacks Cross Rd.</u> ADDRESS	<u>210 E. Commerce St.</u> ADDRESS
<u>BY (Signature)</u> Jerry James (Typed name)	<u>BY (Signature)</u> Todd Fulwood (Typed name)	<u>BY (Signature)</u> Sam Witt (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>



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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 007 DATE: 7/15/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Relocate Ice Machine from behind the bar two and exterior wall. Includes relocating electrical lines, water line and condensation drain.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	5,417.00
The Contract Sum prior to this Change Order was	\$	52,417.00
The Contract Sum will be increased by this Change Order in the amount of	\$	600.00
The new Contract Sum including this Change Order will be	\$	53,017.00

The Contract Time will be increased by two (2) days.

The date of Substantial Completion as of the date of this Change Order therefore is 62 days

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The Change Order was executed verbally on the job by the owners.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	The Spot Sports Bar and Grill OWNER (Firm name)
4353 Burnette Place ADDRESS	5220 Hacks Corss Road ADDRESS	210 E. Commerce St. ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James (Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	DATE	DATE

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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 008 DATE: 7/19/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:
 (Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
 Purchase HVAC equipment to install incomplete unit the Owner provided.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	6,017.00
The Contract Sum prior to this Change Order was	\$	53,017.00
The Contract Sum will be increased by this Change Order in the amount of	\$	400.00
The new Contract Sum including this Change Order will be	\$	53,417.00

The Contract Time will be increased by ten (10) days.
 The date of Substantial Completion as of the date of this Change Order therefore is 72 days

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order was executed verbally on the job by the Owners.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	The Spot Sports Bar and Grill OWNER (Firm name)
4353 Burnette Place ADDRESS	5220 Hacks Cross Road ADDRESS	210 E. Commerec St. ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James (Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	DATE	DATE


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 009 DATE: 8/3/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood construction Co, LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Relocate 3 compartment sink and handsink. Originally designed to be under the bar. It was moved across the room to make more room under the bar. Includes moving water and drain lines.

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 6,417.00
The Contract Sum prior to this Change Order was	\$ 53,417.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 400.00
The new Contract Sum including this Change Order will be	\$ 53,817.00

The Contract Time will be increased by one (1) days.

The date of Substantial Completion as of the date of this Change Order therefore is 73 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order was executed verbally on the job by the owner.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Jerry James / Richard Molenarr</u> ARCHITECT (Firm name)	<u>Fulwood Construction Co LLC</u> CONTRACTOR (Firm name)	<u>The Spot Sports Bar and Grill</u> OWNER (Firm name)
<u>4355 Burnette Place</u> ADDRESS	<u>5220 hacks Cross Road</u> ADDRESS	<u>210 E. Commerce St.</u> ADDRESS
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>Jerry James</u> (Typed name)	<u>Todd Fulwood</u> (Typed name)	<u>Sam Witt</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 010 DATE: 8/5/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Purchase vent a hood material not provided by owner. Vent a hood was incomplete, Contract says install labor only.

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 6,817.00
The Contract Sum prior to this Change Order was	\$ 53,817.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 650.00
The new Contract Sum including this Change Order will be	\$ 54,467.00

The Contract Time will be increased by five (5) days.

The date of Substantial Completion as of the date of this Change Order therefore is 78 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order was executed on the job by the owner.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Jerry James / Richar Molenarr</u> ARCHITECT (Firm name)	<u>Fulwood onstruction Co. LLC</u> CONTRACTOR (Firm name)	<u>The Spot Sports Bar and Grill</u> OWNER (Firm name)
<u>4355 Burnette Place</u> ADDRESS	<u>5220 Hacks Cross Road</u> ADDRESS	<u>210 E. Commerce St.</u> ADDRESS
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>Jerry James</u> (Typed name)	<u>Todd Fulwood</u> (Typed name)	<u>Sam Witt</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 011 DATE: 8/6/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Add Prep Cooler in center of kitchen which was not on initial plans. Includes electrical wiring of cooler.

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 7,467.00
The Contract Sum prior to this Change Order was	\$ 54,467.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 428.00
The new Contract Sum including this Change Order will be	\$ 54,895.00

The Contract Time will be increased by one (1) days.
The date of Substantial Completion as of the date of this Change Order therefore is 74 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order was executed on the job by the Owners.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Jerry James / Richard Molenarr</u> ARCHITECT (Firm name)	<u>Fulwood Construction Co. LLC</u> CONTRACTOR (Firm name)	<u>The Spot Sports Bar and Grill</u> OWNER (Firm name)
<u>4355 Burnette Place</u> ADDRESS	<u>5220 Hacks Cross Road</u> ADDRESS	<u>210 E. Commerce St.</u> ADDRESS
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>Jerry James</u> (Typed name)	<u>Todd Fulwood</u> (Typed name)	<u>Sam Witt</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>

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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 012 DATE: 8/4/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Provide material only to build small stage in front of main stage. Owner used metal studs left over from job that were to be returned for credit to the Contractor.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	7,895.00
The Contract Sum prior to this Change Order was	\$	54,895.00
The Contract Sum will be increased by this Change Order in the amount of	\$	75.00
The new Contract Sum including this Change Order will be	\$	54,970.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is 78 days

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The Change order was executed verbally on the job by the Owners.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	The Spots Sports Bar nad Grill OWNER (Firm name)
4355 Burnette Place ADDRESS	5220 hacks Cross Road ADDRESS	210 E. Commerce St. ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James (Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	DATE	DATE


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 013 DATE: 8/9/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood onstruction co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Purchase Door Hardware (two sets).

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	7,970.00
The Contract Sum prior to this Change Order was	\$	54,970.00
The Contract Sum will be increased by this Change Order in the amount of	\$	110.00
The new Contract Sum including this Change Order will be	\$	55,080.00

The Contract Time will be increased by three (3) days.

The date of Substantial Completion as of the date of this Change Order therefore is 81 days

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order is to replace stolen door hardware. Contractor did not have complete control of egress / degress into the job. Owner hired some of the labor himself therefore Contractor is not responsible for stolen property.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr
ARCHITECT (Firm name)

4355 Burnette Place
ADDRESS

BY (Signature)

Jerry James
(Typed name)

DATE

Fulwood Construction

CONTRACTOR (Firm name)

5220 Hacks Cross Road
ADDRESS

BY (Signature)

Todd Fulwood
(Typed name)

DATE

The Spot Sports Bar and Grill

OWNER (Firm name)

210 E. Commerce St.
ADDRESS

BY (Signature)

Sam Witt
(Typed name)

DATE


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 014 DATE: 8/12/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Stain all the floors except the kitchen, walk in cooler room and employee area behind kitchen.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	8,080.00
The Contract Sum prior to this Change Order was	\$	55,080.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,400.00
The new Contract Sum including this Change Order will be	\$	57,480.00

The Contract Time will be increased by six (6) days.
The date of Substantial Completion as of the date of this Change Order therefore is 87 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive. The change order was executed on the job by the owner.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	The Spot Sports Bar and Grill OWNER (Firm name)
4353 Burnette Place ADDRESS	5220 Hacks Cross Road ADDRESS	210 E. Commerce St. ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Jerry James (Typed name)	Todd Fulwood (Typed name)	Sam Witt (Typed name)
DATE	DATE	DATE


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 015 DATE: 8/12/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Patch Drywall from damage done by owners hired labor

The original Contract Sum was	\$ 47,000.00
The net change by previously authorized Change Orders	\$ 10,480.00
The Contract Sum prior to this Change Order was	\$ 57,480.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 100.00
The new Contract Sum including this Change Order will be	\$ 57,580.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 87 days

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~ Change order is a result of damage done to the sheetrock wall at the entry door to the kitchen by the owners hired workers.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Jerry James / Richard Molenarr</u> ARCHITECT (Firm name)	<u>Fulwood Construction Co LLC</u> CONTRACTOR (Firm name)	<u>The Spot Sports Bar and Grill</u> OWNER (Firm name)
<u>4355 Burnette Place</u> ADDRESS	<u>5220 Hacks Cross</u> ADDRESS	<u>210 E. Commerce St.</u> ADDRESS
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>Jerry James</u> (Typed name)	<u>Todd Fulwood</u> (Typed name)	<u>Sam Witt</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>


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Change Order

PROJECT (Name and address): The Spot	CHANGE ORDER NUMBER: 016 DATE: 7/10/2010	OWNER: <input type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address): Fulwood Construction Co. LLC	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 5/17/2010 CONTRACT FOR: General Construction	CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Change A/C duct from square duct to Spiral Duct. Install mechanical room not on the plans.

The original Contract Sum was	\$	47,000.00
The net change by previously authorized Change Orders	\$	10,580.00
The Contract Sum prior to this Change Order was	\$	57,580.00
The Contract Sum will be increased by this Change Order in the amount of	\$	0.00
The new Contract Sum including this Change Order will be	\$	57,580.00

The Contract Time will be increased by ten (10) days.

The date of Substantial Completion as of the date of this Change Order therefore is 97

~~NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~ change order was ordered on the job by the owner. This change order offsets the cost of the Owner finishing the bar and hiring someone to finish the ceiling on the kitchen.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Jerry James / Richard Molenarr ARCHITECT (Firm name)	Fulwood Construction Co. LLC CONTRACTOR (Firm name)	Sam Witt / Danielle Rayborn OWNER (Firm name)
4355 Burnette ADDRESS	5220 Hacks Cross Road ADDRESS	210 E Commerece St ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
(Typed name)	(Typed name)	(Typed name)
DATE	DATE	DATE