

 <p>LED PRO DISPLAY LLC</p>	LED PRO DISPLAY LLC	Date: Mar 10, 2021
	12467 62nd St. N. #103 Largo FL 33773	Mark
	727 683-2777 x4803	Eastlake Recreation
	Toll Free: 844-415-2029	3555 Old Keystone Rd.
	mac@ledprodisplay.com	Tarpon Springs, FL 34689
	www.ledprodisplay.com	Phone: Fax:

Custom Display Quote / Purchase Order

Quote number: **A21069-2**

Prepared by: **Mark Cruder**

Product Description:

PRODUCT TYPE: 10mm .39" DIP 1280 x 1280	Pixel Size: 0.30 Imperial / 7.62 mm metric
LED Pixel Config: 1R1G1B	Pixel Centers: 0.394 / 10.00 mm
Fixed Pixels High: 128	Actual Display Height: 50.4 / 1.28 m
Fixed Pixels Wide: 256	Actual Display Width: 100.8 / 2.56 m
Brightness (NITS): Measured NIT ≥ 11000	Max Energy / Face: 50.4 / 1.58 m
Normal Daytime Watts / face: 665	Approx. Cabinet Height: 100.8 / 2.56 m
Voltage: 120	Approx. Cabinet Width: 5 / 127.00 mm
	Cabinet Depth: 1371 Lbs
	Dimensional weight: 1371 Lbs

Sample Text Display Modes

All dimensions are approximate see final drawings for exact dimensions

Full Color			Text/Graphics		Video 60 Frames per Second	
Lines of Text	Characters per Line	Character Size in "				
16	42	2.8				
10	32	4.3				
5	21	9.1				
1	5	50.4				
Total Number of Real Pixels =			32,768			
Total Number of LED lights =			98,304			

Master Face Cost:	\$9,593
# faces per unit:	2
Display Unit Cost:	18,885
Number of Units:	1
Total Display Cost:	18,885
Software Cost:	Included
Additional Items (see below):	490
Total Cost:	\$19,375
Volume Discount:	
Net Price:	\$19,375
Crating:	tbd
Estimated Freight:	tbd
Sales Tax:	1,213
Total Charges:	\$20,587

Outdoor V-Series -used for walk up distances -capable of 75fps - Trillions of Colors 1280x1280

Three year Limited Factory Warranty on Parts & Factory Labor - No Charge Total

Deposit Required: \$12,352 **Balance before Shipment: \$8,235**

Lease Option (60 months / \$1.00 buyout) monthly payment + your local taxes: \$474

Software - NovaStar Vplex	\$795	Included
Communication- Wi-Fi RF- 802.11g LAN, Sender/Rec both included		490.00
NovaStar T3		
Temperature probe & Light Sensor		N/C
Optional Items:		
	Number of Items	Charge:
Surge Suppressor	120	1
Spare Parts Kit - Includes:2 Power Supplies, 3 LED Boards, Set of cables, 2 Receiver/HUB Cards	1	690.00
Additional PC Computer for authoring messages		\$750.00
Days Installation Supervision - Charge/day:		\$600/day (1st day charge var
Cable - CAT5 Ethernet		base + .75/ft.
Basic Graphics Package		\$199.00

All prices contained on this quote are at a discounted rate which is subject to payment being received in the form of cash, wire transfer, check, or money order. If any other means of payment is requested the final price would be **\$21,307.55**

Standard terms: 60% deposit - 40% 3-5 days before shipment

Accepted by (please sign): _____
 Name: **Mark**
 Company: **Eastlake Recreation**

Amounts shown DO NOT include any local sales taxes, permits, electrical or installation equipment.

All displays are sold FOB LED Pro Display shipping dock in Bradenton, FL
 Prepay + add shipping charge is strictly a convenience to our customers.
 If you prefer to use your own transportation methods, please notify your sales person to remove these charges.
 Also, include a signed copy of this quote with your P.O.
 Cancellation Fee: 1-3 days Actual costs incurred, 3 - 7 days 50% of deposit, over 8 days deposit is non-refundable.
 All dimensions and specifications are approximate values.
 Upon placement of your order a drawing with dimensions and specifications will be provided for your approval.
 A storage fee of \$25.00/day after 3 days completion of sign and notification of completion may apply.
 Signing this quote acknowledges the acceptance of LED Pro Display. Standard Terms.

#VALUE! **This quote is valid until: May 9, 2021** **Lead Time: Approx. 8 Weeks Upon Receipt of Deposit**



Mark Eastlake
PRO DISPLAY LLC

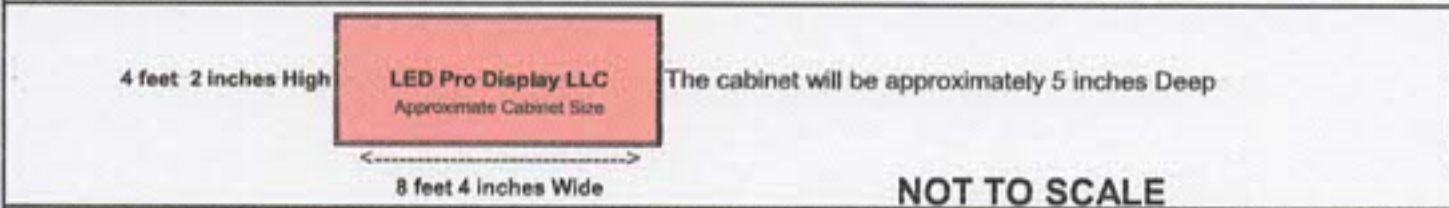
LED PRO DISPLAY LLC.
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 727 683-2777
 Toll Free: 844-415-2029

www.ledprodisplay.com

Thank you so much for the opportunity to present this quotation to you. The following is a clarification of the product(s) that we are offering based on the information we have received from you.

This quote is for our 10mm .39" DIP 1280 x 1280 Outdoor V-Series -used for walk up distances -capable of 75fps - Trillions of Colors 1280x1280.

The display area (active LED screen) will be 50.4 inches high by 100.8 inches wide, the actual cabinet size could change depending on the mounting requirements, service access and other factors. You will receive a set of mechanical drawings for you to approve with the exact dimensions of the display.



Depending on the the size of the letters you choose to display, you will be able to put from 1 line of 50.4 inch text up to 16 lines of 2.8 inch English text on this display at one time.

The more information that you put on the display at one time, the easier it is for the viewer to understand your message. A person with 20/20 vision can see a 2.8 inch (smallest size) letter from about 68 feet. A letter 50.4 inches high (largest size) can be seen from as far away as 1,260 feet.

Also, the more lines of text that a display can do also directly relates to the quality of the graphic images that can be placed on a display. A display that can do 8 lines of text would be much better than a display that can do 2 lines at showing logos and animations.

The display quoted will do up to 16 lines of text.

This display will have a total of 98,304 LED lamps arranged in a total of 32,768 pixels of 1R1G1B LEDs. A93

Once we receive your order and other information about your project, our engineering team will develop mechanical drawings that will be submitted to you for your approval. It will also include information about what needs to be done to prepare the site for the display.

This display will be built using the best welded cabinetry in the industry.

This product is bright enough to see even in direct sunlight. Our environmental control system insures that this display will perform in even the toughest environments. Please ensure that the cabinet has access to outside air for ventilation.

Our Software - NovaStar Vplex, makes it very easy to create and send messages to the display from almost anywhere.

This display will need an electrical service providing a maximum load of up to 1,901 Watts of power, or about 7.0 amps at 240 volts-AC for each display face. In order to provide the required power you may need to install multiple connections. Please carefully follow the instructions that will be provided in the engineering drawings you will receive from us.

OPTIONAL ITEMS	COST	Master Face Cost:	\$9,593
Software - NovaStar Vplex	Included	# faces per unit:	2
Communication- Wi-Fi RF- 802.11g LAN, Sender/Rec both included	490.00	Display Unit Cost:	\$18,885
NovaStar T3		Number of Units:	1
Temperature probe & Light Sensor	N/C	Total Display Cost:	\$18,885
Additional PC Computer for authoring messages		Software Cost:	Included
Days Installation Supervision - Charge/day:	N/A	Additional Items (see list):	490
Spare Parts Kit - Includes: 2 Power Supplies, 3 LED Boards, Set of cables, 2 Receiver/HUB Cards	No - 1 \$600.00	Total Cost:	\$19,375
		Volume Discount:	
		Net Price:	\$19,375
		Crating:	tbd
		Freight quote:	tbd
		Freight insurance:	1,213
		Total Charges:	\$20,587
		Balance before Shipment:	\$8,235

Five year Limited Factory Warranty on Parts & Factory Labor
 This product will be available for shipment in approximately

#VALUE! This quote is valid until: 5/9/2021

Deposit Required: \$12,352

This proposal is subject to the terms and conditions shown below:

BY ACCEPTING THE SERVICES AND GOODS ACCOMPANYING EITHER AN INVOICE, PURCHASE CONTRACT/ORDER, QUOTE, OR OTHER INSTRUMENT OF PURCHASE AND/OR SALE, BUYER EXPRESSLY ACKNOWLEDGES ITS AGREEMENT TO THE 'STANDARD TERMS AND CONDITIONS OF SALE' SET FORTH ON ALL OF THE FOLLOWING, THE REVERSE SIDE OF THIS DOCUMENT, POSTED ON THE INTERNET, ATTACHED TO OUR WORK ORDER CONFIRMATION, ANY PURCHASE ORDER, ACKNOWLEDGMENT FORM, OR OTHER FORM OF BUYER CONTAINING TERMS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS HEREIN OR OTHERWISE POSTED BY THE COMPANY ARE SPECIFICALLY REJECTED AND SHALL NOT HAVE THE EFFECT OF MODIFYING THE TERMS HEREIN. THIS CONTRACT IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED HEREIN. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SELLER HAS ANY AUTHORITY TO ALTER OR DELETE ANY TERM OR CONDITION OF THIS CONTRACT OR TO BIND SELLER TO ANY WARRANTY, COVENANT, OR REPRESENTATION CONCERNING THE SERVICES AND GOODS DESCRIBED IN THIS CONTRACT UNLESS THAT WARRANTY, COVENANT, OR REPRESENTATION IS CONTAINED IN THIS CONTRACT.

1. Acceptance and Cancellation of Orders.

Any contract for the sale of goods or request for services made between Buyer and Seller may be cancelled by Buyer only upon the advance written consent of Seller (which it may withhold in its sole discretion). As a condition to receiving Seller's written consent, Buyer shall pay all reasonable expenses including cancellation and restocking charges incurred by Seller due to Buyer's cancellation of the order. Special orders for items not normally stocked by Seller are non-cancelable and non-refundable.

2. Delivery.

All prices quoted and goods shipped are F.O.B. Seller's place of shipment in from Seller's place of business and risk of loss of all goods shall pass to Buyer when the goods are placed by Seller in possession of a common carrier selected by Seller for shipment to Buyer. Unless expressly provided otherwise on the front of this Contract, Buyer shall pay all freight, handling, delivery and insurance costs for the shipment of goods. Seller may refuse or delay any shipment if Buyer fails to satisfy or fulfill any contractual obligations to Seller, whether pursuant to this Contract or any other contract between Seller and Buyer. Seller may deliver all goods covered by this Contract at one time or in portions, from time to time, within the time for delivery provided in the order.

3. Force Majeure.

Seller is excused from performance of any obligations and shall not be liable for delays in delivery or for failure to perform if its failure or delay of performance is caused by events or conditions beyond Seller's reasonable control, including without limitation, acts of God, acts of the public enemy, quarantine restrictions, expropriation or confiscation of facilities, compliance with any order of any governmental authority, industrial disturbances, blockades, insurrections, arrest and restraint of people or rulers, civil disturbance, boycotts, acts or omissions of Buyer or civil or military authorities, fire, strike, lock-outs, landslide, lightning, wash-outs, tornadoes, hurricanes, windstorms, explosions, epidemic, flood, storm, earthquake, riot, war, breakage or accident of machinery or equipment, delays in transportation, or inability to obtain necessary labor, materials, or supplies or any occurrence related in any way encompassing the failure of information technology to accurately process data time data. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of the delay without penalty to Seller.

4. Payment Terms.

(a) Buyer shall pay for the goods and services received in full, without offset or deduction, within the time frame and in the manner set forth on the front of this Contract. For those sales that do not require payment in advance of or upon delivery, if payment is not received by Seller within the period set forth on the front of this Contract Buyer shall pay to Seller on demand, a late payment charge of 1.5% per month of the unpaid balance or the maximum rate of interest allowed by law, whichever is less. Time is of the essence with respect to Buyer's obligation to pay all invoices in full in a timely manner.

(b) All checks are accepted subject to collection. Seller may offset against any payment hereunder any amount owed to Seller by Buyer, whether under this or any other contract between Buyer and Seller. Acceptance of any partial payment shall not constitute waiver of Seller's right to payment in full of all amounts owing from Buyer to Seller.

(c) Buyer hereby grants to Seller a security interest in the goods shipped pursuant to this Contract, including all accessions to and replacements of the goods and the proceeds thereof, to secure the due and punctual payment of the purchase price of the goods and all other amounts owing hereunder. The Buyer acknowledges that said security interest is hereby conveyed to the Seller pursuant to Chapter 679 Fla. Stat., and shall remain in effect until all amounts have been paid to Seller pursuant to the terms of this Contract. Buyer shall execute and deliver to Seller any additional documents, instruments, financing statements, or amendments that Seller deems necessary or advisable to maintain, continue, and perfect the security interest created. Buyer shall notify Seller of its intentions to re-sell the goods to any third party and shall provide the third party with written notice of Seller's security interest in the goods. Buyer further agrees to obtain from third party execution of any documentation that Seller deems necessary to perfect Seller's security interest in the goods. Buyer acknowledges that title to the goods shipped shall remain with the Seller until full payment is received by Seller and that Buyer shall take those necessary steps to protect Seller's title and ownership to the goods.

5. Limited Warranty.

Subject to Section 6, Seller warrants that it has title to the goods and that the goods delivered pursuant to this Contract shall be of good materials and workmanship, free from defects, and shall generally conform to the specifications, drawings or samples specified or furnished to Buyer, if any, on the front page of this Contract. THE FOREGOING WARRANTIES ARE SELLER'S EXCLUSIVE WARRANTIES, AND THE GOODS SOLD UNDER THIS AGREEMENT ARE SOLD "AS IS" AND "WITH ALL FAULTS", EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE GOODS.

6. Limitation of Liability.

(a) Within 7 days after receipt of each shipment of goods, Buyer shall have the right to examine and test the goods to determine if there is any damage, defect, or shortage. All claims for any damages, defects, or shortages, of for any cause whatsoever (whether the claim is based in contract, negligence, strict liability, other tort, or otherwise) shall be deemed waived unless made in writing and received by Seller within 30 days after Buyer's receipt of the goods or if the claim is for non-delivery of goods, within 30 days after the date the goods were to be delivered. Provided, however, that any claim not reasonably discoverable within that 30 day period (including a claim discoverable only in processing further manufacture, other use, or resale) must be made in writing and received by Seller within 60 days after Buyer's receipt of the goods or within 30 days after Buyer learns of the facts giving rise to the claim, whichever occurs first. Failure of Seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of the claim regardless of whether the facts giving rise to the claim shall have then been discovered or whether processing, further manufacture, other use, or resale of goods shall have then taken place.

(b) BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CLAIM WHATSOEVER (WHETHER THE CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS OR SERVICES IN RESPECT TO WHICH THE CLAIM ARISES OR, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF THE GOODS IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS LOSSES, DAMAGE TO PROPERTY, OR ANY LIABILITY OF BUYER TO ITS CUSTOMERS OR THIRD PARTIES). In no event is Seller liable to Buyer or any third party for any liability claims, obligations, damages, costs, or expenses, including without limitation, any direct, indirect, special, incidental, or consequential damages (including lost profits, business losses, personal property damage, personal injury, and death) arising out of or relating to the sale of goods by Seller to Buyer or any related services provided to Buyer. Seller is not liable for, and Buyer assumes full liability for, all personal injury and personal damage connected with the handling, transportation, possession, processing, repackaging, further manufacture, or other use or resale of goods, whether the goods are used alone or in combination with any other material.

(c) Goods sold by Seller are not authorized to be used in life support equipment or for applications in which the failure or malfunction of the goods would create a situation in which personal injury or death could occur. Any such use or sale of goods sold by Seller is at the sole risk of Buyer, and Buyer agrees to indemnify and defend Seller against and hold Seller harmless from all damages and costs arising out of such use or sale.

7. Returns.

Buyer may return to Seller any goods that are damaged or defective by obtaining an Authorization from Seller within 30 days of receipt of the goods. Buyer must return to Seller the damaged or defective goods within the period set forth in the Authorization. The Authorization number must be listed on all packaging containing goods returned to Seller. If Buyer does not request from Seller an Authorization within 30 days of receiving the goods to be returned or requests an Authorization for goods that are not damaged or defective. Seller may, at its sole discretion, refuse to issue an Authorization for return of the goods or may require that Buyer pay to Seller a reasonable restocking fee as a condition of issuing to Buyer the Authorization.

8. Seller's Right to Increase Prices.

Seller reserves the right to increase the price of the goods covered by this Contract to reflect any increase in Seller's costs for those goods caused by an increase in the price charged by Seller's supplier, and Buyer agrees to pay to Seller any such increased price according to the terms of this Contract.

9. Taxes.

Seller's prices do not include sales, use, excise or other similar taxes. Accordingly, Buyer shall pay, in addition to the prices specified by Seller, all local, state, and federal taxes, including all sales, use, excise, or other similar tax, payable with respect to the goods or the transactions contemplated herein, or, alternately, provide Seller with tax exemption certificates acceptable to the applicable taxing authorities.

10. Intellectual Property.

Seller disclaims any warranty against infringement with respect to the goods sold pursuant to this Contract, and the packaging relating to such goods. Seller is not liable with respect to any actual or alleged infringement of any United States or foreign patent, trademark, copyright, mask work right, trade dress, trade secret, or similar proprietary rights. Furthermore, Buyer acknowledges that all software, computer programs, goodwill, intellectual property and proprietary information with regard to the goods sold remain the property of Seller and Buyer shall not copy, disassemble, reengineer, or decompile or permit any third party to copy, disassemble, reengineer or decompile or in any way interfere with Seller's rights with respect thereto.

11. Installation.

Buyer is solely responsible for the installation and operation of goods, including without limitation, obtaining all permits, licenses, or certificates required for the installation or use of the goods.

12. Breach.

In the event of breach by Buyer, Seller shall have all the remedies provided under the Chapter 872, Florida Statutes, which shall be cumulative with one another and with any other remedies that Seller might have at law, in equity, under any agreement of any type or, without limitation, otherwise. The waiver by Seller of any breach hereof or default in any payment shall not constitute a waiver of any succeeding breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of the remedy at another time or any other remedy at any other time. No action, regardless of type, arising out of or in any way connected with, the goods furnished or serviced rendered by Seller to Buyer, may be brought by Buyer more than one year after the cause of action has accrued. Buyer shall pay to Seller, on demand, all costs incurred by Seller in enforcing, prosecuting, or defending any provision of this Contract. For purposes of this Contract, "costs" means the fees, costs, and expenses of experts, attorneys, mediators, witnesses, arbitrators, collection agents, and supersedeas bonds, whether incurred before or after demand or commencement of legal proceedings, and whether incurred pursuant to trial, appellate, mediation, bankruptcy, arbitration, administrative, or judgment-execution proceedings.

13. Integration and Assignment.

This Contract records the final, complete, and exclusive agreement between the parties with regard to the subjects addressed in it and supersedes any and all prior or contemporaneous oral or written agreements between them regarding the same. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant, to determining the meaning of this Contract even though the accepting or acquiescing party had knowledge of the nature of performance and opportunity for objection. An amendment or modification of this Contract will be valid and effective only if it is in writing and signed by both Buyer and Seller. Any assignment by Buyer of this Contract or any rights in it, without Seller's advance written consent, shall be void.

14. Buyer's Terms and Conditions.

Goods furnished and services rendered by Seller to Buyer are sold only on the terms and conditions stated herein. Notwithstanding any terms or conditions on any documents of Buyer, the information and conditions on this document are controlling over Buyer and Seller. Any different or additional terms or conditions contained on Buyer's purchase order, invoice, confirmation, or any other Buyer generated document are specifically objected to by Seller. Seller's performance of any contract is expressly made conditional on Buyer's agreement to Seller's terms and conditions contained in this Contract. Commencement of performance or delivery shall be for Buyer's convenience only and shall not constitute acceptance by Seller of Buyer's terms and conditions. If a contract is not earlier formed by mutual agreement between Buyer and Seller, acceptance of any goods or services by Buyer shall constitute acceptance by Buyer of the terms and conditions stated herein.

15. Legal Proceedings.

The validity, enforcement, construction and interpretation of this Contract are governed by the laws of the State of Florida (including the provisions of the Florida Uniform Commercial Code). Seller and Buyer (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction over Pinellas County, Florida (b) stipulate that the proper, exclusive, and convenient venue for all legal proceedings arising out of this Contract are Pinellas County, Florida, and (c) waive any defense, whether asserted by motion or pleading, that Pinellas County, Florida, is an improper or inconvenient venue. In the event that the Seller brings a cause of action in state court in Pinellas County, the Buyer waives its rights to remove said action to federal court and Buyer consents to the state court as being the court to adjudicate the dispute.

16. General.

All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision of this Contract is held to be invalid, illegal, unconscionable, or unenforceable, that provision will be considered separable from the remaining provisions of this Contract, will be reformed and enforced to the extent that it is valid and lawful, and will not affect the validity, legality, or enforceability of any other provision of this Contract. The captions used herein are for the convenience of the parties only and shall not affect the constructions or interpretation hereof. Nothing in this Contract, whether express or implied, is intended or should be construed to confer upon, or grant to, any person, except Buyer and Seller, any claim, right, or remedy under it.

Buyer's Signature

Date

Seller's Signature

Buyer's Name / Title

PO Assigned

Seller's Name / Title