

ARTICLE I

CONTRACT DOCUMENTS Subcontractor certifies that he has examined all the plans, drawings and specifications prepared by the Architect for the entire work, of which the work covered by this Subcontract is a part. The plans and specifications are made a part of this Subcontract. The Subcontractor and his sub-subcontractors will be bound by all parts of said plans and specifications insofar as they relate in any way to the work undertaken herein. Subcontractor shall be bound to Contractor by the terms of the Contract, general conditions, drawings, and specifications, and shall assume toward Contractor all the obligations and responsibilities that the Contractor, by the same documents, assumes towards the Owner. It is understood that in the event of a conflict or inconsistencies between provisions of this agreement and the Contract Documents, including the Owner-General Contractor Agreement, this agreement shall govern. There shall be no other contract documents except those specifically enumerated herein. Subcontractor specifically acknowledges that to the extent of the Contractor's Agreement with the Owner contains a liquidated damages clause, Subcontractor shall be liable to Contractor in an amount not less than the amount contained in the Owner's liquidated damages clause, for delays incurred by the Owner which are attributable in whole or in part to the performance of the Subcontractor or its sub-subcontractors or suppliers.

ARTICLE 2

CONTRACT PAYMENT Contractor agrees to pay Subcontractor for satisfactory and complete performance of Subcontractor's Work the sum of ("...Price..."). It is understood that this Subcontract is a lump sum cost agreement. All work and costs to complete the Work shown on the plans and Specifications and described in the Scope of Work are the Subcontractor's sole responsibility.

Subcontractor's Application for Payment on Subcontractor's letterhead must be properly completed and submitted no later than the 20th of the month. Progress payments, less retainage of ten percent (10%), shall be made to Subcontractor for work satisfactorily performed. Such payments as required will be made no later than seven (7) days after Contractor has received payment from Owner for Subcontractor's Work. No payment will be made for materials or equipment stored on-site or off-site unless provision for payments for stored materials has been made in this Subcontract. Final payment of the balance of the Subcontract including retainage shall be made to Subcontractor no later than thirty (30) days after receipt by Contractor of final payment from Owner for Subcontractor's Work.

These payments made by Contractor for the Work under this Subcontract are subject to receipt of such Partial and Final Lien Waivers and Warranties as may be required by the Owner, the Contractor and the Contract Documents. Partial waivers of lien shall include by name any and all sub-subcontractors and suppliers employed by Subcontractor to complete the Work.

Payment is to be made, subject to the conditions stated above, in current funds at such time as the Contractor receives them from the Owner. It shall be a condition precedent to any liability of the Contractor to the Subcontractor for any payment to the Subcontractor, that the Contractor be in receipt of payment from the Owner. If Contractor does not receive payment from the Owner due to the Owner's financial inability to pay or other reasons not related to this Subcontract, the Subcontractor agrees that the Contractor shall not be liable for payment, nor be indebted to the Subcontractor. The Subcontractor assumes the credit risk of the Owner and agrees that he has relied on the Owner's credit and not that of the Contractor.

If Contractor has provided payment or performance bonds or a combination payment and performance bond, the obligation of Contractor and its surety under any of those bonds to make payment (whether a progress payment or final payment) to a claimant on that bond is similarly subject to the express condition precedent of payment therefore by the Owner.

The acceptance of final payment shall constitute a waiver of all claims by the Subcontractor arising out of or relating to this Subcontract or the work provided herein.

ARTICLE 3

SCOPE OF WORK Subcontractor agrees to commence the Work described in the Scope of Work upon notification by Contractor and to perform and complete such Work in accordance with Contractor's schedule. This Work shall include all labor, material and equipment necessary or incidental to complete the following: ("**BOLDED SCOPE OF WORK**") for the Project as included in the Plans and Specifications (listed in Exhibit A).

ARTICLE 4

COMPLIANCE All work, labor, materials and equipment provided under this Subcontract shall be performed in strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. Subcontractor must satisfy himself that the Plans and Specifications in fact comply with all applicable codes. Subcontractor shall notify Contractor prior to commencement of work of any requirement of the plans and specifications not in the strict compliance with such codes. There will be no extra payment for code compliance of any item of interpretation regarding enforcement of such codes. Subcontractor is representing by acceptance of this Subcontract that it has thoroughly researched all applicable codes and regulations affecting the Work.

ARTICLE 5

SCHEDULE OF WORK Time is of the essence. Subcontractor shall provide Contractor with any requested scheduling information related to Subcontractor's Work. The Schedule of Work shall be prepared by Contractor and may be revised as the Work progresses. Subcontractor recognizes that changes may be made in the Schedule of Work and hereby agrees to comply with such changes in the schedule without additional compensation. Subcontractor shall coordinate its Work with the Contractor, other subcontractors, and suppliers so as not to delay their performance or damage their work on the Project. If it deems necessary, the Contractor shall order the Subcontractor to accelerate its performance and the Subcontractor shall comply with such order. If the Subcontractor is required to accelerate its work, then Contractor's liability to Subcontractor shall be limited solely to the Subcontractor's actual cost to accelerate without liability for any indirect costs of such acceleration.

ARTICLE 6

COORDINATION WITH OTHER TRADES The Contractor's Superintendent shall have primary on-site authority and responsibility to manage the Work and to coordinate the activities of all subcontractors and suppliers. Subcontractor shall work with other trades and arrange to avoid conflicts. Subcontractor shall coordinate its work with other trades so that all construction work can be generally proceed in its scheduled sequence without delays. Subcontractor shall furnish information to every other trade whose work adjoins or is contingent upon its work to assist in layout & installation of the Work satisfactorily and to avoid delays and defective and/or incomplete work.

ARTICLE 7

CHANGES Contractor, without nullifying this Subcontract, may direct Subcontractor in writing to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth by the Contractor in the Subcontract Change Order pursuant to the issuance of a Field Order and/or Request for Proposal by the Contractor for modifications in the Work, all subject to the terms of the Contract Documents.

ARTICLE 8

FAILURE OF PERFORMANCE Should the Subcontractor, in the sole opinion of the Contractor, at any time refuse, or be unable to supply a sufficient number of properly skilled workmen or sufficient quantity of materials of proper quality, or fail to prosecute the work covered by the Subcontract with promptness and diligence, or fail in the performance in any of the agreements herein contained, or file for or be declared bankrupt, or go into any form of receivership, or become insolvent, or should any workman performing work by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing, or should the Subcontractor fail to timely pay its sub- subcontractors, or any other activity, Contractor may, at its option, after forty eight (48) hours written notice to the Subcontractor and its surety, if applicable, provide any such labor and

materials and deduct the cost thereof from any money then due or thereafter to become due to the Subcontractor under this Subcontract.

Should Subcontractor, in the opinion of the Contractor, fail to satisfy any contractual deficiencies within the above referenced 48 hour period, then the Contractor, without prejudice to any other rights or remedies, shall have the right to take whatever steps it deems necessary, including but not limited to termination of this Subcontract, to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of such costs, including reasonable overhead, profit and attorneys' fees.

Further, in the event Subcontractor shall be indebted to Contractor for any costs, expenses and claims on other projects, Contractor shall be entitled to set off or claim any sums owed Subcontractor under this agreement.

ARTICLE 9

INSURANCE Subcontractor shall provide Contractor with an original Certificate of Insurance specifically naming the Project prior to the commencement of Subcontractor's Work. Subcontractor shall procure and maintain continuously in force for the duration of the Work, Warranty period and Statue of Repose following the completion of the project, Worker's Compensation Insurance, ISO Comprehensive General Liability Insurance (written on an occurrence basis and including Completed Operations), Property Damage Insurance, Comprehensive Automobile and Equipment Liability Insurance, and all other insurance as may be required of the Subcontractor under the Contract Documents and as identified in Exhibit –B Insurance certificate and Liability Limits. Subcontractor shall provide to Contractor current Certificates of Insurance showing names of carriers, numbers, amount of insurance and expiration dates prior to the start of the Work and at all times for the duration of the Project, all of which shall be subject to Contractor's approval.

GENERAL LIABILITY Subcontractor shall carry standard ISO Commercial General Liability (CGL) coverage, (10/01 edition or later) with an insurer admitted to do business in the state where the project is located, having an A.M. Best rating of at least "A-" with a financial size of VII or better, written on an occurrence basis including Products-Completed Operations coverage. The coverage must be endorsed to name **Greer Contracting Company** as an "additional insured" (Form CG2010 11/85 or equivalent – meaning the additional insured coverage form to include work in progress - i.e. ongoing operations and completed work- i.e. Completed Operations) and include the Owner, Architect and others as "additional insureds" as required in the contract documents. The "Additional Insured" form shall state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insureds" and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance. Coverage for the "additional insureds" shall be provided until the expiration of the applicable statute of repose for the work performed by the Subcontractor. A copy of the additional insured endorsement form is to be attached to the Certificate of Insurance. A waiver of subrogation in favor of the "additional insureds" will be provided.

The CGL must be written on an occurrence basis, with minimum limits of:

Each Occurrence	\$ 1,000,000
General Aggregate - Per Project	\$ 2,000,000
Products and Completed Operations Aggregate	\$ 2,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Payments	\$ 10,000
Umbrella Liability	\$ 5,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY on occurrence basis covering all Owned, Non-Owned and Hired Vehicles for limits of liability equal to \$1,000,000 Combined Single Limit.

WORKER'S COMPENSATION including Occupations Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing **Employer's Liability insurance** in an amount of at least \$500,000 Each Accident / \$500,000 Disease-Policy Limit / \$500,000 Disease- Each Employee. Workers Compensation insurer shall waive the rights of subrogation in favor of all additional insureds.

In some cases, the Contractor may, at its option, pay for and maintain a Builder's Risk Insurance policy insuring the Work against damage and loss by fire, storm and other such causes from which the Subcontractor shall receive his pro-rata share in the event of a loss. However, the Contractor assumes no responsibility for any loss excluded from, or the amount of any deductible under, such Builder's Risk Insurance.

The Subcontractor shall secure and protect his material and work and be responsible for all losses and/or damage of any kind, except such losses and/or damage which may be covered under the Contractor's Builder's Risk policy. The Subcontractor shall reimburse the Contractor on demand for any breakage or other damage to other work caused by the Subcontractor in the performance of the Work.

Insurance shall not be cancelled without first providing Contractor with thirty (30) days advance notice by registered mail of said intent to cancel insurance policies. Cancellation of insurance may result in suspension of Subcontractor's Work. Failure to continuously maintain all insurance coverage required by this Subcontract shall constitute a default under this Subcontract.

ARTICLE 10

INDEMNIFICATION To the fullest extent permitted by law, the Sub-contractor expressly agrees to indemnify and hold harmless the Contractor, the project owner, the architect, and the engineer and their respective officers, directors, agents, and employees herein called the "indemnitees" from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property caused in whole or in part by any act, omission, or default by the Sub-contractor or its sub-subcontractors, materialmen, or agents of any tier or their employees, arising out of this Agreement or its

performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Sub-contractor or its sub-subcontractors, materialmen, or agents of any tier or their respective employees. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnitee(s) shall be limited to the amount of Sub-contractor's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Agreement and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Sub-contractor under workers' compensation acts, disability benefits acts, or other employee benefits acts and shall extend to and include any actions brought by or in the name of any employee of the Sub-contractor or of any third party to whom Sub-contractor may subcontract a part or all of the Work.

ARTICLE 11

CLAIMS Should the Subcontractor be delayed, obstructed, hindered or interfered with the commencement, prosecution or completion of the work by any cause, beyond the control of and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then the Subcontractor

may be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid clauses; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless Subcontractor (1) notifies Contractor in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof.

The Subcontractor agrees that it shall under no circumstance be entitled to nor claim any cost reimbursement, compensation for damages for any delay, obstruction, hindrance or interference to the Work except to the extent that Contractor is entitled to corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference and then only to the extent of the amount, if any, which Contractor on behalf of the Subcontractor, actually receives from the Owner on account of such delay, obstruction, hindrance or interference.

Venue: Venue and jurisdiction for litigation arising under this Agreement shall lie solely within the appropriate court in Orange County, Florida. This contract shall be interpreted in accordance with the laws of the State of Florida.

ARTICLE 12

WARRANTY Subcontractor shall provide the Contractor and Owner with a written warranty at the completion of Work. Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Certificate of Occupancy of the Project or per the Contract Documents, whichever is longer. Subcontractor shall respond to warranty work requests by the Owner or the Contractor within twenty-four (24) hours of notification by the Contractor including weekends and holidays. Notices before 10 A.M. shall be handled by Subcontractor on the same day.

ARTICLE 13

TERMINATION Termination for convenience. The Contractor, by written notice, shall have the right to terminate and cancel this Subcontract, without the Subcontractor being at fault, for any cause or for its own convenience, and require the Subcontractor to immediately stop work. In such event, the contractor shall pay the Subcontractor for the work actually performed. The Contractor shall not be liable to the Subcontractor for any costs, charges, or expenses, including but limited to, prospective profits and overhead on work not performed, and any commitments to suppliers, laborers and materialmen. However, if the reason for the termination and cancellation of the Subcontract is due to any default or action by the Owner, Architect/Engineer or as a result of Court Order or public authority, then the Contractor shall not be liable to the Subcontractor for any sum greater than that which the Contractor receives from the Owner on behalf of the Subcontractor's performance, less any costs incurred by the Contractor.

Termination by default. Should the Subcontractor at any time refuse or neglect to supply a sufficient number of properly skilled workmen, or a sufficient quantity of materials of proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Contractor may, at its option, after forty-eight (48) hours written notice to the Subcontractor, provide any such labor and materials and deduct the costs thereof from any money then due or thereafter to become due to Subcontractor under this Subcontract, or, Contractor may, at its option, terminate this Subcontract, and shall have the right to enter upon the premises and take possession, for the purpose of completing the work included under this Subcontract, of all the materials, tools and appliances thereon, and may employ any other person or persons to finish the work and provide the materials therefore, and in case of such termination by Contractor, the Subcontractor shall not be entitled to receive any further payments under this Subcontract until the work shall be wholly finished, at which time, if such expenses shall exceed the unpaid balance, the Subcontractor shall pay the difference to Contractor, but if the unpaid balance of the amount to be paid under this Subcontract exceeds the expenses incurred by Contractor in finishing the work, such excess shall be used first to pay the Subcontractor for his material and equipment so used and any amount thereafter remaining shall be apportioned between Contractor and the Subcontractor in ratio to the percentage of the work completed by each party. The expense incurred by

Contractor, as herein provided, either for furnishing labor or materials or for finishing the work, and any damages incurred by default shall be charged to, and paid by, the Subcontractor, and Contractor shall have a lien upon all materials, tools, and appliances, taken possession of as aforesaid, to secure the payment thereof. Damages shall include reasonable attorneys' and paralegals' fees and costs incurred prior to trial, at trial, on appeal and in any arbitration or bankruptcy proceedings. All provisions of this Subcontract that can reasonably be interpreted as intended to survive termination of this Subcontract shall so survive termination.

ARTICLE 14

ASSIGNMENT Neither this Subcontract nor any money due or to become due hereunder may be assigned by Subcontractor to any other party or other subcontractors without written approval of Contractor of such proposed assignment. Subcontractor specifically agrees not to assign, sell, or transfer any accounts receivables under this Subcontract to any third party factoring company or related business. **NEITHER THE OWNER NOR CONTRACTOR SHALL BE LIABLE TO ANY THIRD PARTIES FOR PAYMENT OF ANY ASSIGNED ACCOUNTS RECEIVABLES.** Contractor reserves the right to approve Subcontractor's proposed subsubcontractors and suppliers of materials that may be employed to complete the Work.

If for any reason the Owner has cause to terminate its agreement with the contractor for the construction of this project, the Contractor may assign this Subcontract to the Owner. The Subcontractor hereby agrees in the event of such assignment to perform its responsibilities and to fully complete the work required by this Subcontract directly for the Owner provided that all payments then due to the Subcontractor for Work completed have been made to the Subcontractor.

If for any reason the Owner's interest in the project has terminated, this agreement by the Subcontractor to assignment of its Subcontract and completion of the Work shall extend to the lender.

ARTICLE 15

DISPUTE RESOLUTION As a condition precedent to the filing of any suit or other legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for mediation. The party, shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of the mediator then the Contractor shall select the mediator who, if selected solely by the Contractor, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

ARTICLE 16

SUPPLEMENTAL CONDITIONS This Agreement shall further include the requirements of the Supplemental Conditions of the Subcontract, if any.

ARTICLE 17

ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties hereto. No oral representation or other agreements have been made by Contractor except as stated in the Agreement. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. The marginal descriptions of any term or provision of this Agreement are for convenience only and shall not be deemed to limit, restrict, or alter the content, meaning, or effect thereof.

The said parties, for themselves, their heirs, executors, administrators, successor and assigns, due hereby agree to the full performance of all the terms and provisions herein contained.