MASTER TERMS AND CONDITIONS FOR SERVICES AGREEMENTS/SUBCONTRACTS

4.0 INCORPORATION BY REFERENCE OF CONTRACT DOCUMENTS.

The Contract Documents are incorporated in the Services Agreement (hereinafter, the "Agreement") by reference and made a part hereof. The Agreement and the provisions of the Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. If, however, any provision of the Agreement conflicts with a provision of the Contract Documents, or if there is a conflict within the Agreement or within any of the Contract Documents, the provision imposing the higher quality, greater quantity or greater duty or obligation on Subcontractor shall govern.

5.0 TIME OF PERFORMANCE

5.1 Subcontractor shall diligently and continuously prosecute and complete Subcontractor's Work and coordinate Subcontractor's Work with the other work being performed on the Project, in accordance with the overall Project Schedule prepared by Contractor, any revisions to the overall Project Schedule, and any other scheduling requirements listed in the Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of the whole or any part of Subcontractor's Work or other work on the Project. TIME IS OF THE ESSENCE OF THE AGREEMENT.

5.2 If Subcontractor fails to perform any phase of Subcontractor's Work in accordance with the time, sequence or completion requirements of the overall Project Schedule, Subcontractor shall, at its expense, upon notice from Contractor, schedule such overtime work and make such increases in its working forces as Contractor may require in order for Subcontractor to promptly cure its failure to comply with the overall Construction Schedule. If the progress of the Project or any component thereof is delayed, obstructed, hindered or interfered with by any fault, neglect, or failure to act of Subcontractor or any of its officers, agents, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Contractor or Owner, Subcontractor agrees to compensate Contractor and Owner for, and indemnify them against all such costs, expenses, liabilities or damages, including administrative costs and attorney fees.

6.0 PERMITS; LICENSES; COMPLIANCE WITH LAWS AND PATENTS.

6.1 Subcontractor shall secure, pay for and keep in effect all licenses, permits and inspection certificates necessary for the proper execution and completion of Subcontractor's Work and shall deliver all certificates of inspection and other certificates and permits to Contractor.

6.2 Subcontractor shall comply with all laws, ordinances, codes, rules and regulations of governmental entities (including code and fire officials) having jurisdiction including but not limited to those relating to safety, health, discrimination in employment, fair employment

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practices or equal employment opportunity, and with the requirements of the Fire Underwriters with respect thereto.

6.3 Royalties and costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in Subcontractor's Work are included in the Subcontract Price.

7.0 INDEMNITY.

To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, GEM Inc., Affiliates of Contractor (as defined below), Owner (including their owners, affiliates and subsidiaries), and Owner's lender, their officers, directors, agents, shareholders, successors and employees from and against any and all claims, liability, actions, causes of actions, complaints, fines, penalties, costs, expenses (including prejudgment interest), and demands whatsoever, in law and in equity, including without limitation those for bodily injury, personal injury, sickness, disease, death or property damage (including, but not limited to, the Work itself), arising out of, or alleged to arise out of, or as a result of, or alleged as a result of (a) the performance of Subcontractor's Work or any act or omission of Subcontractor, its subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (b) the use, misuse, erection, maintenance, operation or failure of any machinery or equipment (including, but not limited to, scaffolds, ladders, hoists, cranes, rigging supports, etc.) whether or not such machinery or equipment was furnished, rented or loaned to Subcontractor (or its subcontractors) by Contractor, Owner or any of their respective officers, employees or agents; or (c) failure of Subcontractor, its subcontractors or anyone directly or indirectly employed by them or for whose acts they may be liable, to comply with safety rules or regulations governing Subcontractor's Work.

8.0 EXTENSIONS OF TIME; DELAY DAMAGES.

If Subcontractor is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of Subcontractor's Work by any cause beyond Subcontractor's reasonable control, including but not limited to any act, omission, negligence or default of Contractor or anyone employed by Contractor, or by any other contractors or subcontractors on the Project, or by the Architect/Engineer, Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order and in no way chargeable to Subcontractor, or by any extraordinary conditions arising out of war or governmental regulations, or by any other cause beyond the reasonable control of and not due to default, neglect, act or omission of Subcontractor, its officers, agents, employees, subcontractors or suppliers, then Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of such causes; provided, however, that Subcontractor shall not be entitled to any such extension of time unless (a) Subcontractor gives Contractor notice in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the occurrence thereof, (b) Subcontractor demonstrates that if could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof, and (c) Owner grants

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such an extension of time for the performance of Subcontractor's Work to Contractor pursuant to the requirements of the Contract Documents.

9.0 WORK CHANGES.

9.1 No claim for extra compensation shall be made unless a written change order therefor in is executed by Contractor prior to the commencement of any claimed additional work or services. No amounts for overtime, premium time, acceleration, additional work or other costs shall be payable unless and until Contractor and Subcontractor execute a mutually acceptable change order detailing such amounts. Failure of Subcontractor to obtain Contractor's prior written authorization for additional work or services shall be deemed a waiver of any claim for compensation relating to such additional work or services.

9.2 The amounts established as compensation for the work to be done under the Agreement are firm for the life of the Agreement and are not subject to escalation in any form and may be amended only by a properly executed change order.

10.0 PAYMENT.

10.1 Contractor agrees to pay Subcontractor the Subcontract Price for completing the Work, providing such Work as is completed to the satisfaction of Contractor, as set forth in the Agreement. Subcontractor agrees to furnish any waivers, certificates, affidavits, warranties, guarantees, labor/material breakdowns or other documents required by Owner or Contractor within ten (10) days of need for same. Monthly payments will be due and payable to Subcontractor within ten (10) days of receipt by Contractor of its monthly payment from Owner for Subcontractor's Work. If final acceptance of Subcontractor's Work can be obtained prior to final acceptance of the entire Project by Owner, all monies due Subcontractor will be paid within ten (10) days of receipt of same by Contractor from Owner, otherwise said payment will be made within ten (10) days of receipt of final payment by Contractor from Owner for Subcontractor's Work. Satisfactory receipt of payment by Contractor from Owner is a condition precedent to payment to Subcontractor.

10.2 Contractor may deduct from any amounts due or to become due to Subcontractor any sum or sums owing by Subcontractor to Contractor. In the event of any breach by Subcontractor of any provision or obligation of the Agreement, or in the event of the assertion by other parties of any claim or lien against Contractor or Owner, or the premises, arising out of Subcontractor's performance of the Agreement, Contractor shall have the right to retain out of any payments due or to become due to Subcontractor an amount sufficient to completely protect Contractor from any and all loss, damage or expense therefrom, until Subcontractor has remedied the situation to the satisfaction of Contractor or Owner. If the situation has no been adequately remedied within a reasonable period of time, Contractor may make direct payment to the party asserting a claim or lien and all amounts so paid shall be deducted from any amounts owed by Contractor to Subcontractor.

10.3 Subcontractor, by accepting final payment, waives all claims except those he has previously made in writing and that remain unsettled at the time of acceptance of said

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payment. Nothing contained herein shall be deemed or construed as waiving any pending or asserted claim on the basis of final payment if, prior to final payment, Contractor has received from Subcontractor notice of the pending or asserted claim.

10.4 No payment of the Subcontract Price, whether a partial payment or the final payment, shall be deemed an acceptance of Subcontractor's Work covered thereby.

11.0 PAYMENTS BY SUBCONTRACTOR; MECHANICS' LIENS.

11.1 Subcontractor shall pay promptly when due its labor payrolls and sums from time to time owed by it to its subcontractors, equipment suppliers, materialmen, unions, taxing authorities (including, as applicable, all sales and use taxes) and other governmental entities. If Subcontractor does not pay the same as hereby required, Contractor with notice to Subcontractor may pay the same and charge the same together with expenses incurred by Contractor to Subcontractor.

11.2 To the fullest extent permitted by applicable laws, Subcontractor hereby expressly waives and releases any and all liens and lien rights against the property of Owner and/or Contractor to which it may be entitled under any act, statute, ordinance or other provision of law or equity. If any liens are filed with respect to the Project arising out of Subcontractor's Work, Subcontractor promptly shall cause the same to be removed, and if it does not do so within thirty (30) days after filing, Contractor may (a) take such action and make such payments as may be necessary or appropriate in order to remove such lien and charge the cost thereof together with all expenses incurred by Contractor to Subcontractor or (b) withhold from any amounts then or thereafter becoming due to Subcontractor an amount equal to twice the amount of the liens until such liens are fully satisfied or discharged.

11.3 Contractor shall have the right at its sole discretion to issue checks directly to any unpaid subcontractors of Subcontractor, equipment suppliers, materialmen, unions, taxing authorities and other governmental entities for amounts owed to them by Subcontractor relating to any application for payment from Subcontractor, or to issue joint checks to Subcontractor and such unpaid entities for such amounts. The amount of such payments shall then be deducted from the Subcontract Price. No such payment by Contractor shall be deemed to create a contractual relationship between Contractor and any subcontractor, supplier, materialman or other third party claiming under Subcontractor.

12.0 PROTECTION OF WORK.

12.1 Subcontractor at all times shall keep the Construction Site free from rubbish, debris and obstructions caused by its operations (including surplus materials, crates and packing, etc. brought to the Construction Site by Subcontractor or by others for the benefit of Subcontractor), and shall complete Subcontractor's Work in such manner as to permit the next succeeding work to start without further cleaning. At the time of completion of Subcontractor's Work in each area, Subcontractor shall leave the area "broom clean" and shall remove all of its tools, equipment, scaffolding and surplus materials.

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12.2 Subcontractor shall not damage the work of others by its operations, and shall repair or pay the cost of repairing any such damage done by it.

13.0 INSURANCE.

Before commencing work under the Agreement, Subcontractor shall furnish to Contractor policies or certificates as evidence of current coverages sufficient to meet the requirements set forth in the Schedule of Insurance Requirements attached to the Agreement. Failure to maintain insurance required will be grounds for subcontract termination. The requirement of any insurance in the Agreement shall not be construed as being a limitation of Subcontractor's liability under the Contract Documents. Payment will not be made to Subcontractor until and unless the aforementioned Insurance Certificates are on file in Contractor's main office.

14.0 TERMINATION WITHOUT FAULT OF SUBCONTRACTOR.

14.1 Contractor shall have the right at any time by written notice to Subcontractor to terminate at Contractor's convenience without cause the Agreement and require Subcontractor to cease work hereunder. In the event of such termination, Subcontractor, as directed by Contractor, shall discontinue Subcontractor's Work, remove its equipment, materials and employees from the Project site and take such action as may be necessary to terminate its agreements with its subcontractors, and to minimize its losses resulting from such termination.

14.2 In the event the Agreement is terminated pursuant to Section 11.1 hereof, Subcontractor, promptly upon Contractor's written request, shall deliver to Contractor a statement covering the balance owed under the Agreement for work completed prior to the termination, additional costs for which it is liable by reason of such termination, and reasonable demobilization costs. If Owner is liable to Contractor with respect to the termination, Contractor, subject to its approval of Subcontractor's statement, shall include the same in its claim against Owner by reason of such termination. In no event shall Subcontractor be entitled to lost or anticipated profits on unperformed Work.

15.0 SUSPENSION BY CONTRACTOR FOR CONVENIENCE.

Contractor may, without cause, order Subcontractor, in writing, to suspend, delay or interrupt Subcontractor's Work for such period of time Contractor may determine, up to a maximum of ninety (90) days, or such longer period of time as is provided for in the Contract Documents.

16.0 WARRANTIES; CORRECTION OF WORK.

16.1 Subcontractor warrants and guarantees that all materials and equipment furnished under the Agreement shall be new unless otherwise specified, and that all of Subcontractor's Work will be of first quality, free from faults or defects in materials or workmanship, and in strict accordance with requirements of the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be

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considered defective. If required by Contractor or Owner, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All special warranties and guarantees or manufacturers warranties and guarantees shall be assigned to Owner upon final completion of Subcontractor's Work.

16.2 Subcontractor shall promptly correct all of Subcontractor's Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion of the Project and whether or not fabricated, installed or completed. Subcontractor shall bear all costs of correcting such rejected work, including compensation for Contractor's additional services made necessary thereby. Subcontractor shall correct any defects or deficiencies in the corrected or replaced materials and workmanship that are found within one (1) year after the date of correction or replacement or such longer period as set forth in the Contract Documents or in any special warranty or guaranty.

17.0 DEFAULT BY SUBCONTRACTOR.

17.1 If Subcontractor fails (a) to maintain a sufficient skilled work force, including supervisors, sufficient equipment in good working order, and site and offsite support to meet the requirements of Subcontractor's Work, or (b) to cause to be delivered to it at the Construction Site sufficient materials of the required quality to enable it to comply with its time and sequence schedule, or (c) to meet the requirements of such time and sequence schedules, or (d) to pay when due its laborers or its subcontractors or its material, fuel or equipment suppliers, unions, taxing authorities and other governmental entities or (v) to comply with any of its other agreements herein contained, for a period of forty-eight (48) hours after receipt of written notice by Contractor specifying the failure complained of, Contractor, at any time while such failure continues, by written notice to Subcontractor may terminate Subcontractor's right to proceed with Subcontractor's Work, in whole or in part.

17.2 In the event of any such termination, Contractor shall have the right to finish Subcontractor's Work by whatever method it may deem expedient, including, without limitation, the taking over of Subcontractor's outstanding subcontracts and purchase orders and taking possession of and using in completing the work, Subcontractor's tools, equipment, scaffolding, materials and supplies at the Construction Site or in transit to or connection with Subcontractor's Work.

17.3 In the event of any termination, Subcontractor shall not be entitled to any further payment until the entire Project shall have been accepted by Owner. At the time of acceptance, Contractor shall aggregate its cost of completion, and all damages resulting from such default, including, but not limited to, any liquidated damages provided for in the Contract Documents, attorney fees, expert witness fees and court costs, and other setoffs, as provided for in the Agreement ("Aggregate Costs of Default"). Upon delivery by Subcontractor to Contractor of appropriate waivers of lien and other documents required hereunder for final payment, Contractor shall pay to Subcontractor the excess, if any, of the balance of the Subcontract Price less the Aggregate Costs of Default. If the Aggregate Costs of Default exceeds the balance of the Subcontract Price, Subcontractor shall pay to Contractor such excess amount, promptly upon submission of an invoice for the same. Contractor shall have

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the right to withhold from any final payment a reasonable reserve to cover any unexpired warranties applicable to Subcontractor's Work.

18.0 ASSIGNMENT.

Subcontractor shall not assign the Agreement without the written consent of Contractor, nor subcontract the whole or any part of the Agreement without the written consent of Contractor. Subcontractor shall not assign any amounts due or to become due under the Agreement without the written consent of Contractor. No consent to or acceptance by Contractor of any assignment or subcontract shall relieve Subcontractor of any of its responsibilities under the Agreement.

19.0 NOTICES.

Except as otherwise specifically provided, all notices, requests, demands and proposals given hereunder by either party shall be in writing and (a) mailed by first class mail, (b) delivered in person, (c) sent by telecopy with confirmed receipt thereof, or (d) sent by a nationally recognized overnight courier service, if to Contractor, at its offices at the address shown on page one of the Subcontract, and if to Subcontractor, to the address stated at the beginning hereof, or in either case, to such other address as may be furnished for such purpose.

20.0 HEALTH AND SAFETY.

20.1 Safety Practices - Subcontractor and its sub-subcontractors are require to ensure the safety of their own work force and to establish, implement and enforce safety measures, policies and standards conforming to those required or recommended by governmental authorities having jurisdiction, including, without limitation, the rules and regulations of the Occupational Safety and Health Administration ("OSHA"). Subcontractor and its sub-subcontractors must also comply with all safety standards of Contractor, which may exceed government imposed minimums in a number of areas, as well as any applicable Owner and Contractor safety requirements or programs. Copies of Contractor's safety procedures for applicable work scopes will be made available upon request to Contractor's Safety Director.

20.2 Contractor reserves the right to remove any Subcontractor personnel, including supervisory personnel, that fails to ensure compliance with the safety requirements imposed on the Project, including those proposed pursuant to this Article.

20.3 In the event of an injury or incident that requires off-site medical treatment, or results in property damage, the individual injured or responsible and any other individual involved in or associated with the incident will be required to submit to a drug/alcohol test.

21.0 CONFIDENTIALITY.

Subcontractor shall abide by all confidentiality provisions contained in the Contract Documents and/or any separate Confidentiality Agreement executed by either Contractor or

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Subcontractor in connection with the Project. Subcontractor shall keep confidential, and not use for any purposes outside of the Agreement, any and all information and data that Contractor or Owner may identify from time to time as confidential or proprietary (whether in printed, electronic or other form). Subcontractor shall be responsible for compliance of all confidentiality provisions by its officer, directors, shareholders, employees, consultants and subcontractors.

22.0 RENTAL/USE OF EQUIPMENT.

Contractor from time to time may, in its sole discretion, rent to or permit Subcontractor to use certain equipment to be provided by Contractor, such as forklifts, scaffolding, forming equipment, tools or other equipment (collectively, "Contractor Equipment"). Contractor does not warrant or opine as to the condition or applicability of use and it is the responsibility of Subcontractor to determine the safe condition and applicability prior to using any Contractor Equipment. Subcontractor agrees that it will only allow trained individuals to use/access any Contractor Equipment. Statements made regarding training and qualifications of Subcontractor's employees will be considered factual and Subcontractor shall be liable for the actions of its employees. The indemnity in Section 4 hereof shall apply to Subcontractor's use of any Contractor Equipment.

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