

WONDER WORKS CONSTRUCTION CORP.

Subcontract

Trade:

Date:

SUBCONTRACT NUMBER #

**WONDER WORKS CONSTRUCTION CORP.
SUBCONTRACTOR AGREEMENT**

This Agreement, dated [REDACTED] is made between Wonder Works Construction Corp. (“Contractor”), whose address is 894 6th Avenue, 4th floor, NY, NY 10001, and [REDACTED] (“Subcontractor”), whose address is [REDACTED] (include FULL LEGAL NAME).

Contractor and Subcontractor hereby agree as follows:

ARTICLE I. DESCRIPTION OF THE WORK

1.1 The project is located at

- [INSERT ADDRESS, INCLUDE BLOCK & LOT IF AVAILABLE]

1.2 The Subcontractor shall perform and furnish all the work, labor, services, materials, plans, shop drawings, equipment, tools, scaffolds, appliances and all other items and things necessary for the performance and completion of the Subcontractor’s work as is set forth in (i) EXHIBIT A (“Scope of Work”) annexed hereto and made a part of this Agreement, and (ii) as supplemented and amplified in Drawings and Specifications prepared by [INSERT ARCH. NAME] (the “Architect”), and (iii) as otherwise referred to in the Contract Documents set forth in Article II of this Agreement, all of which are understood to be incorporated in this Agreement and the provisions, terms and conditions of which, Subcontractor acknowledges it has reviewed and with which it is fully familiar as of the signing of this Agreement including having the opportunity to consult with independent legal counsel. Subcontractor further acknowledges that it has independently investigated the nature, conditions, including field conditions and site visit, under which the Subcontractor’s work is to be performed pursuant to this Agreement and that it has not relied upon any opinion or representations of the Contractor or the Owner, or any of their agents or employees, concerning the nature of the work or as to such conditions.

1.3 The Subcontractor represents that it shall use its best efforts, care, skill and diligence in supervising, directing and in performing the Subcontractor’s work, including, but not limited to, construction methods, techniques, means and sequences for coordinating and completing the Subcontractor’s work including with other trades, and that the same shall be in compliance with all the Contract Documents and otherwise pursuant to the specific terms and conditions of this Agreement.

1.4 The Subcontractor represents that it has the level of expertise and experience in accordance with industry established standards in building construction in the locality in which the Project is located as referred to in the Contract Documents, and specifically with regard to the nature of the project described therein.

ARTICLE II. CONTRACT DOCUMENTS

2.1 The Contract Documents consist of this Agreement and the documents listed below:

- EXHIBIT A – Scope of Work
- EXHIBIT B – Contract between Contractor and Owner (Redacted)
- EXHIBIT C – List of Drawings and Specifications
- EXHIBIT D – Project Schedule
- EXHIBIT E – Subcontract Indemnity and Insurance Requirements
- EXHIBIT F – Requisition Instructions
- EXHIBIT G.1 – Conditional Lien Waiver and Release on Progress Payment
- EXHIBIT G.2 – Unconditional Lien Waiver and Release on Progress Payment
- EXHIBIT G.3 – Conditional Lien Waiver and Release on Final Payment
- EXHIBIT G.4 – Unconditional Lien Waiver and Release on Final Payment

- EXHIBIT H – Schedule of Values (on AIA G703 form)
- EXHIBIT I – WWCC Health and Safety Policy
- EXHIBIT J – State Tax Form
- EXHIBIT K – Closing Notes

2.2 The Contract Documents may be reviewed by the Subcontractor at any time upon reasonable notice at the office of Contractor.

2.3 With respect to the Subcontractor’s work hereunder, it agrees to be bound by every term, provision and condition of the Contract Documents, and to assume toward Contractor all of the duties, obligations and responsibilities that Contractor has assumed toward the Owner and its indemnities. Any provision required by the Contract between Contractor and Owner (herein defined as the “Prime Contract”) to be included in any subcontract shall be deemed set forth in full herein whether or not actually included or referenced in this Agreement. The following specific elements are included in this Agreement by way of inclusion in the **Prime Contract: Section X – Prime Schedule Section X – Craftsmanship/Quality, Section X -Licenses/Manpower/Experience, Section X – Lender Requirements, Section X – Terms of Payment, Section X – Final Payment.** Subcontractor agrees that Contractor has each and every right and remedy as against Subcontractor in respect to the Subcontractor’s work as the Owner has against Contractor as provided for in the Contract between Contractor and Owner. The terms and provisions of this Agreement with respect to the Subcontractor’s work are understood to be in addition to and not in substitution of any of the terms and provisions of the Contract Documents, and in no event shall any of the terms and conditions of this Agreement in any way modify or limit the obligation of Subcontractor to comply with the Contract Documents with respect to the Subcontractor’s work. This Agreement and the Contract Documents are intended and understood to supplement and complement each other and shall be interpreted accordingly. In the event however any provision of this Agreement conflicts with any provision of any Contract Document, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

2.4 Notwithstanding that this Agreement has been prepared by Contractor, in the event that any dispute should arise as to the meaning of any provision contained herein, or the application of such provision, this Agreement shall be interpreted without regard to rules of interpretation which would otherwise be favorable or adverse to either party hereto.

2.5 Should inconsistencies or omissions appear in or among the Contract Documents or should the Subcontractor be aware that the work to be performed is contrary to or in violation of any applicable law, statute, ordinance, building code provision, rules or regulations, it shall be the duty of the Subcontractor to notify the Contractor in writing within three (3) business days of the Subcontractor’s discovery thereof. Upon receipt of such notice Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall promptly comply with such instructions. If the Subcontractor performs any work knowing, or if the Subcontractor should have reasonably known, that performance of such work is contrary to any applicable law, statute, ordinance, building code provision, rule or regulation, or knowing there to be inconsistencies or omissions among the Contract Documents, with given notice to the Contractor, and obtaining advance instructions as to measures to be taken as provided foregoing, then it is understood that the Subcontractor shall assume full responsibility and liability for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the violation.

ARTICLE III. TIME OF COMPLETION

3.1 The Subcontractor shall commence the Subcontractor’s work upon written notice from the Contractor, including notice delivered by electronic mail. Subcontractor understands and agrees that **TIME IS OF THE ESSENCE IN ITS PERFORMANCE AND COMPLETION OF SUBCONTRACTOR’S WORK**, including Punchlist work. The Subcontractor shall continuously prosecute its work to completion in coordination and in accordance with the project schedule including any revisions thereto that may be issued by the Contractor and/or the Owner. The date of

commencement of the Subcontractor's work shall be the date when Subcontractor executes this Agreement and shall be completed as per Exhibit D – Project Schedule^[BB1] or within ____ days (if no schedule is provided). Subcontractor acknowledges it has reviewed the Project Schedule, and furthermore Subcontractor is aware that delays, disruptions, and errors in plans and specifications commonly arise in the process of construction and being mindful of such contingencies Subcontractor acknowledges that in anticipation, it has included adequate compensation for the attendant costs of such eventualities in the agreed price as provided for herein, and with regard to the scheduling requirements and any adjustments thereto issued and to be issued by Contractor, including reasonable extensions beyond the projected completion date.

3.2 As part of Subcontractor's duty to complete its work in accordance with the project schedule, the Subcontractor agrees to participate in the development of the project schedule whenever requested by Contractor and Subcontractor shall continuously monitor the project schedule and its performance so as to be fully familiar with the timing of the Subcontractor's work and of other work on the project. Contractor shall have the right to determine, and if necessary, change the time, order and priority in which various portions of the Subcontractor's work shall be performed and as to all other matters relative to the timely and orderly conduct of the Subcontractor's work without Subcontractor being due any additional compensation. Subcontractor shall, at the request of Contractor and in a form acceptable to Contractor, provide Contractor with their own project schedule and schedule updates, which will include coordination with related tasks or trades as well as coordination with the master Project Schedule.

3.3 Should the progress of the Subcontractor's work or of the project be delayed through any fault, act, or failure to act by the Subcontractor, or of any of its subcontractors or material or service providers (the "Subcontractor Delay"), and such fault, act or failure to act causes any additional cost, expense (including legal expense), liability or damage, INCLUDING ANY LIQUIDATED DAMAGES AS PROVIDED FOR IN THE CONTRACT BETWEEN CONTRACTOR AND OWNER, to Contractor, the Subcontractor agrees to indemnify and hold Contractor harmless and to compensate Contractor with regard to all such claims, damages and injuries. Upon notice, via e-mail, Project Meeting Minutes, or writing from Contractor Subcontractor that a Subcontractor Delay has occurred, Subcontractor, within three (3) business days shall submit a detailed plan to Contractor for how Subcontractor will accelerate the work and recover the lost time (the "Recovery Schedule"). The Recovery Schedule shall be implemented within four (4) business days of its submission to Contractor.

3.4 Should a Subcontractor Delay occur and Subcontractor fails to meet the milestones in its Recovery Schedule, the Contractor shall have the right to perform the Subcontractor's Scope of Work (the "Recovery Work") and withhold payment and/or back charge Subcontractor for the costs associated with the Recovery Work.

3.5 If Contractor deems it necessary, the Subcontractor shall work overtime and if Subcontractor has completely and fully complied with the requirements of this Agreement, including the Contract Documents, Contractor will pay the Subcontractor for additional wages paid by Subcontractor, if any, for such overtime work at rates approved by Contractor, but without any further mark-up by the Subcontractor. Subcontractor understands and agrees that its work hereunder is required to be performed six (6) days per week and ten (10) hours per day ("standard working hours"). "Overtime work" is understood and agreed to be defined herein as only such work as is performed in excess of said standard working hours. Notwithstanding the foregoing, in the event overtime work is required as a result of delay due to any fault, act, or failure to act by Subcontractor, then Subcontractor, in addition to any other of its obligations under this Agreement, and at its own expense, and without reimbursement by Contractor, shall institute such overtime or other acceleration measures as may be necessary to make up for the time lost. Should the Subcontractor fail to make up for such lost time, Contractor shall have the right to take whatever action it deems necessary to assure timely completion of the Subcontractor's work and of the project. The cost and expense of such action on the part of Contractor, including legal fees and disbursements, together with any other costs

incurred by Contractor to third parties, including other subcontractors, resulting from the fault, act, or failure to act by Subcontractor, shall be borne by the Subcontractor.

ARTICLE IV. PRICE AND PAYMENTS

4.1 Contractor agrees to pay to Subcontractor, in accordance with the Contract Documents, and Subcontractor agrees to accept, out of the funds received by Contractor from the Owner, for the satisfactory performance and completion of the Subcontractor's work hereunder, and fulfillment of all requirements of the Contract Documents, subject to any additions or deductions as this Agreement or the Contract Documents may provide for and permit, the total fix sum (inclusive of all applicable taxes) of [REDACTED].

4.2 The price includes all taxes based upon labor, services, materials, equipment, rental of equipment or other items required, performed, furnished or used in connection with the Subcontractor's work including, without limitation, sales, use, personal property taxes, fringe benefits to employees of Subcontractor or any sub-subcontractor for which the Owner, Contractor, or the Subcontractor may be liable. Subcontractor shall be responsible for calculating and remitting all sales or other taxes due and payable on all goods and services which are subject to tax and all fringe benefits to employees of Subcontractor or any sub-subcontractor which are associated with the Subcontractor's work. All requisitions submitted by Subcontractor must clearly identify sales tax. Contractor has the right to withhold payment of Subcontractor's requisitions until such information is provided. Subcontractor agrees to and shall indemnify, defend and hold harmless Contractor, Owner and all other indemnittees from and against all claims, damage, loss and expenses, including but not limited to legal fees and expenses arising from the failure of Subcontractor to comply with such sales tax obligations or payment of such fringe benefits. If the Project is classified as a Capital Improvement or Tax-Exempt project, Subcontractor agrees to provide any and all necessary forms required. Contractor will not accept any liability for incorrect tax collection by Subcontractor and Subcontractor agrees to hold Contractor harmless from any and all impacts of a tax audit if Subcontractor does not comply with all applicable rules and regulations. If Contractor is found liable for incorrect tax collection by Subcontractor, Contractor shall have the right to deduct payments due to Subcontractor to satisfy monies owed.

4.3 In order for Contractor to comply with the requisition procedure provided for in the Contract Documents, the Subcontractor shall prepare and submit on a monthly date to be determined by Contractor, and using the forms provided for herein or as otherwise approved by Contractor, a requisition for payment showing the proportionate value of the Subcontractor's work completed to the date of the requisition, from which shall be deducted: (1) a retainage in accordance with the terms of the Contract between Contractor and Owner; (2) all previous payments; (3) any offsets thereto; (4) all charges for chargeable items furnished by Contractor to the Subcontractor, and (5) any other amounts deducted or charged back to Contractor pursuant to the Contract Documents relating to the work of the Subcontractor including but not limited to the deductions described in Section 3.5 of this Agreement. The net amount of such requisition shall be paid upon approval by Contractor, the Owner, the Architect, and the project Lender (if applicable), provided however that all such payments, whether partial or final, shall be conditioned on receipt of payment by Contractor from the Owner pursuant to the Contract Documents and further conditioned on receipt by Contractor of any required lien waivers and other required documentation from Subcontractor. Subject to the foregoing express conditions precedent, payment to the Subcontractor shall be made by Contractor pursuant to the Contract Documents.

4.4 The obligation of Contractor to make any payment under this Agreement, whether a partial, progress or final payment, and whether for extras or change orders, is subject to the submission of any required lien waivers, lien releases, lien satisfactions, releases, affidavits or other documents by Subcontractor and its sub-subcontractors and suppliers required by the Contract Documents. Any lien waivers, lien releases, lien satisfactions, releases, affidavits or other documents can ONLY be executed by a Principal/Owner of the Subcontractor. In the event such documents are to be executed

by anyone other than a Principal/Owner of Subcontractor, Principal/Owner of Subcontractor will remain fully liable for such document(s).

4.5 The Subcontractor shall submit within ten (10) days hereof, a detailed schedule (Exhibit H) setting forth a breakdown of the Price and its various components ("Trade Payment breakdown") for use as a basis for reviewing and approving the Subcontractor's monthly requisitions, all of which shall be subject to the approval of Contractor and as provided in the Contract Documents.

4.6 The Subcontractor shall promptly pay and satisfy all of its obligations to pay others in connection with the Subcontractor's work and shall promptly provide complete and accurate information and substantiation regarding all obligations incurred and payments made by the Subcontractor in connection with the Subcontractor's work and which Subcontractor shall provide to Contractor if required or requested, and provide such further documentation as required by the Contract Documents for Subcontractor's work. If a sub-subcontractor or vendor to the Subcontractor contacts Contractor or Owner regarding lack of payment, Contractor shall have the right to: (i) audit Subcontractor's books; (ii) seek adequate assurances including but not limited to lien waivers from all parties upon future payments; (iii) issue two-party checks for future payments; or (iv) hold-back payment from future applications for payment to satisfy Subcontractor's obligations.

4.7 Final payment to the Subcontractor shall be made subject to the following requirements which, in addition to the provisions of the General Conditions forming part of the Contract between Owner and Contractor and which are incorporated in this Agreement, are an express condition precedent to final payment: (1) completion and acceptance of the Subcontractor's work by Contractor, Architect and the Owner; (2) the Subcontractor providing evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontractor's work; (3) the execution and delivery by the Subcontractor, in form satisfactory to the Contractor and the Owner, of a Final Lien Waiver and General Release running to and in favor of the Contractor and the Owner; (4) submission of required documentation including, but not limited to, all governmental approvals, As-Built Drawings, Submittals, and/or Specifications, Guarantees, Warranties, maintenance manuals, punch list preparation and completion; (5) final payment to Contractor by the Owner. Should there be any claims, obligations, or liens related to Subcontractor's work after final payment has been made to Subcontractor, the Subcontractor shall be under a continuing duty to compensate and indemnify Contractor and the Owner from all such expenses, costs, damages, or harm incurred by Contractor and/or Owner, or resulting from any such claim, obligation or lien, including legal fees and expenses incurred with regard thereto.

4.8 If any claim, demand, restraint, lien or judgment is made or filed, or if there is evidence that the same may be made or filed against Contractor, Owner, the Project or the Project site, alleging that the Subcontractor, or any sub-subcontractor of the Subcontractor of any tier, has failed to make payments in connection with the Subcontractor's work, or if the Subcontractor or any sub-subcontractor of any tier under the Subcontractor, damages any other work on the Project, or in the event the Subcontractor fails to perform any of its obligations under this Agreement, including the obligations under the Contract Documents, Contractor may in its sole discretion, withhold payments from the Subcontractor as Contractor deems necessary and Contractor may proceed to (1) satisfy, discharge and/or defend any such claims, demands, restraints, liens or judgments, (2) make good any such non-payment, failure or default, and (3) require the Subcontractor to compensate Contractor and the Owner for and indemnify them against any and all losses, liabilities, damages, costs and expenses, including legal fees and expenses, which may thereby be sustained or incurred. Contractor shall have the right to charge all of the foregoing against the amounts retained pursuant to this Agreement, and if such amount is insufficient, Subcontractor shall be liable for the difference and shall pay the same to Contractor.

4.9 No payment, final or otherwise, made to Subcontractor in connection with this Agreement shall be conclusive evidence of the performance of the Subcontractor's work or of fulfillment of

Subcontractor's other obligations under this Agreement, in whole or in part. No payment made hereunder shall be construed to be an acceptance of defective, faulty, nonconforming or improper work or materials, nor shall it release the Subcontractor from any of its obligations under this Agreement; nor shall entrance and use of the site by the Owner constitute acceptance by it of the Subcontractor's work or any part thereof.

4.10 Any claims for time extensions and/or increase in cost shall be made by Subcontractor to Contractor within two (2) business days from the date the circumstances giving rise to such claims or increases have first occurred. Approval thereof shall be subject to Contractor's obtaining from the Owner its approval of such claims for time extensions or increases in costs and shall be valid and effective only by written and fully signed Change Orders. Any such claims not made within and in the manner provided for under this section shall be deemed irrevocably waived. Any Change Orders shall be implemented and/or priced in strict accordance with the General Conditions of the Contract Documents^[BB2] or the unit rates used in take-offs or proposals submitted by Subcontractor to Contractor.

SUBCONTRACTOR ACKNOWLEDGES THAT IT IS AWARE THAT CONTRACT BETWEEN OWNER AND CONTRACTOR SUBSTANTIALLY LIMITS THE RIGHTS TO OBTAIN TIME EXTENSIONS AND/OR COST INCREASES.^[BB3]

4.11 In the event a dispute arises between Contractor and Subcontractor in connection with payments to be made pursuant to this Agreement, including any additional work ordered by Change Order or otherwise, the Subcontractor shall continue its work during the pendency of such dispute as if no such dispute had arisen and shall maintain the Project Schedule. During the pendency of any dispute Subcontractor shall be entitled to receive payments on account, otherwise due to it for non-disputed items. Payments on account of disputed items shall be deferred until the final resolution of the dispute.

ARTICLE V. DELAYS AND DISRUPTIONS

5.1 Should the Subcontractor be delayed, disrupted, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Subcontractor's work for any reason (including, without limitation, the acts, omissions, negligence or default of Contractor, another contractor or subcontractor, the Architect, the Owner or Owner's representative, or by any fire or other casualty, not caused by any act or omission of Subcontractor or any of its sub-subcontractors, or by adverse weather conditions, strikes or other labor actions, governmental directives or orders (not resulting from Subcontractor's acts or omissions or the acts or omissions of any of its sub-subcontractors), or "force majeure" events, or any other causes not within the control of Subcontractor (excluding the financial inability of subcontractor to perform its obligations) or for which it is responsible under this Agreement, then the Subcontractor shall be entitled to such extension of time as is obtained by the Contractor from the Owner, it being understood and agreed that there shall be an extension of time only under such circumstances and Subcontractor shall not be entitled to any monetary damages. In no event shall Subcontractor be entitled to a time extension regardless of circumstances, unless the Subcontractor shall (1) notify Contractor in writing of the cause or causes of such delay, obstruction, disruption, hindrance or interference within forty-eight (48) hours of the commencement thereof and provides in such writing sufficient information to Contractor for it to request a time extension from Owner pursuant to the Contract Documents; (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference; and (3) that Subcontractor has used all available means to minimize the consequences thereof. Failure to provide the forty-eight (48) hour notice as required shall waive any right of subcontractor to an extension of time and/or to increased compensation on account of a delay.

5.2 Notwithstanding the provisions of 5.1 above, in the event the law permits the Subcontractor to be compensated for any such delays, obstructions, disruptions, hindrances or interference, Subcontractor agrees that, if and to the extent enforceable, it shall not be entitled to or claim any form of compensation or damages for any such delay, obstruction, disruption, hindrance or

interference to the Subcontractor's work except and expressly limited to the extent Contractor actually receives compensation or damages from the Owner on behalf of the Subcontractor for the identical delay, obstruction, disruption, hindrance of interference.

5.3 No Change Orders or requests therefore shall be recognized of any force or effect for any damages occasioned by delays, obstructions, disruptions, hindrances or interferences in completion of the Project, including but not limited to requests for equitable adjustment, loss of productivity, any request for extension of time, extended overhead, loss of profit, direct, indirect or consequential damages or any other equitable adjustment concepts or theories.

ARTICLE VI. DIMENSIONS AND SHOP DRAWINGS

6.1 Notwithstanding the dimensions of the Plans, Specifications and contained in other Contract Documents, it is understood and agreed that it shall be the obligation and responsibility of the Subcontractor to take measurements and coordinate with other subcontractors so as to insure the proper matching and fitting of the Subcontractor's work hereunder with contiguous and interrelated work.

6.2 The Subcontractor shall prepare and submit to Contractor such complete, accurate, coordinated and detailed shop drawings as may be necessary to completely describe the Subcontractor's work for review, approval, or other appropriate action by the Contractor and/or Architect. Subcontractor shall provide all required information and revise its shop drawings as necessary to be approved by Project Architect and/or Engineer. Review and/or approval of or other action taken with respect to such shop drawings by Contractor and/or the Architect shall not relieve the Subcontractor of its obligation to perform and complete the Subcontractor's work in strict accordance with the Contract Documents, nor of its responsibility for the proper matching and fitting of the Subcontractor's work with contiguous and interrelated work and the coordination of the Subcontractor's work with other work being performed.

ARTICLE VII. PLANS AND SPECIFICATIONS

7.1 The Subcontractor's work is to be performed and furnished under the direction and to the satisfaction of the Architect, Owner and Contractor. Contractor will furnish the Subcontractor such additional information, reference lines, grades, surveys, and plans as may be prepared by the Architect and Subcontractor shall be obligated to abide by the same and perform its work in conformity therewith. The Subcontractor shall not make any changes, additions and/or omissions in the Subcontractor's work except upon written order of the Contractor as provided for in Article VIII hereof following.

ARTICLE VIII. CHANGES, ADDITIONS AND DELETIONS

8.1 Contractor reserves the right to make changes, additions and/or deletions in the Subcontractor's work as Contractor deems necessary, upon written order to the Subcontractor. The value of the Subcontractor's work so changed, added or omitted shall be stated in such written orders and shall be added to or deducted from the Price provided for herein. All Change Orders shall be marked up for profit and overhead (including increases to insurance and/or bond premiums) at a maximum cumulative percentage of fifteen (15%) per cent. Premium time/over time shall be performed at NO mark-up.

8.2 The value of the Subcontractor's work changed, added to or deleted, as provided for in Section 8.1 above shall be determined in Contractor's discretion either as lump sum, time and material or unit prices, if any. If Contractor so requests, Subcontractor shall provide detailed estimates of cost and evidence of sums actually expended or saved as a result of such changes, additions and/or deletions. Such detailed estimates of costs must be consistent with original unit pricing submitted by the Subcontractor to Contractor. The Subcontractor shall comply with the provisions of the Contract Documents to enable Contractor to make timely submissions pertaining to changes, additions and

deletions related to the Subcontractor's work. In the event that Contractor and Subcontractor disagree as to the value of such changes, additions or deletions, or in the event Contractor shall require that the work proceed before an agreement is reached as to price, the Subcontractor shall nevertheless proceed with said work promptly after written notice from Contractor and the value of such Subcontractor's work shall be determined in accordance with the provisions established in the Contract Documents.

8.3 In the case of omitted or deleted work, Contractor shall have the right to withhold from payments otherwise due or to become due to the Subcontractor an amount which in Contractor's opinion is equal to the value of such Subcontractor's work, together with the percentage of overhead and profit on such Subcontractor's work, until such time as the value thereof is determined in accordance with the Contract Documents.

8.4 All changes and additions in the Subcontractor's work ordered in writing by Contractor are understood and agreed to part of the Subcontractor's work and shall be performed and furnished in strict accordance with the Contract Documents.

8.5 Any field claims made by the Subcontractor for time and material must be in writing and countersigned by the Contractor's Project Superintendent for the purpose of verification of the work performed that work-day and must be submitted within three (3) days of performance of the work. The Contractor's Project Superintendent's signature thereon shall not constitute or be enforceable as an acknowledgement by Contractor that Subcontractor is entitled to compensation for such field claims and Subcontractor shall not be entitled to payment of such claims if it is determined that such time and materials are otherwise included in this Agreement. Such determination shall be made by Contractor's Project Manager.

ARTICLE IX. INSPECTION AND DEFECTIVE WORK

9.1 The Subcontractor shall at all times provide sufficient, safe and proper inspection of the Subcontractor's work in the field or at any other place where materials or equipment for the Subcontractor's work may be located and whether or not fully manufactured. Subcontractor, at its sole cost and expense, shall remove and properly replace all materials which the Architect, Owner or Contractor determine in any way fails to conform with the requirements of the Contract Documents (the "Remedial Work") within twenty-four (24) hours after receiving notice (via e-mail, writing, Project Meeting Minutes, or Field Reports) to do so from the Contractor. If it is not commercially reasonable for Subcontractor to begin the Remedial Work within twenty-four (24) hours it shall nonetheless submit to Contractor in writing the means, methods, and schedule to perform the Remedial Work. All Remedial Work shall commence within fourteen (14) business days after receipt of notice. The Subcontractor, at its sole expense, shall replace and make good all Subcontractor's work or any other work at the Project which is condemned, damaged or destroyed as a result of such removal or replacement thereof. The Subcontractor shall be liable for any damages incurred by reason of its failure to comply with the foregoing requirements.

ARTICLE X. BREACH, FAILURE TO PROSECUTE WORK AND TERMINATION.

10.1 In the event the Subcontractor fails in any respect to prosecute the Subcontractor's work hereunder with promptness and diligence, or causes delay, disruption, hindrance or interference with or damage to the Subcontractor's work or any other work of the Project, or fails to perform any of the terms and provisions of this Agreement or the Contract Documents, or should the Architect or Owner determine that the Subcontractor's work or any portion thereof is not being performed in accordance with the Contract Documents, or should the Subcontractor petition for relief in Bankruptcy, or otherwise be adjudicated a bankrupt, or go into liquidation or seek dissolution or make an assignment for the benefit of creditors, or be subject of receivership under court order, or in any way acknowledge its insolvency, or fail to pay for labor, materials or supplies with respect to this Agreement, Subcontractor shall be in default under this Agreement and Contractor shall have the

right, in addition to any other rights and remedies provided by the Contract Documents or by law, after three (3) days written notice to Subcontractor mailed or delivered to the last known address, or by Email transmitted to the Subcontractor's last known Email address: (a) to perform or furnish any labor and materials for the Subcontractor's work and to deduct the cost thereof, within the pay-period the breach occurred, from any monies due or to become due to the Subcontractor; and/or (b) to terminate this Agreement as to all or any portion of the Subcontractor's work and to take possession of all materials, equipment, scaffold, bridging, tools, appliances and other items of the Subcontractor (for which purpose the Subcontractor hereby transfers, assigns and sets over to Contractor), and Contractor may engage any person or persons to provide all the labor, services, materials, equipment and other items required for the purpose of completing the Subcontractor's work. If this Agreement is terminated as provided for, Subcontractor shall not be entitled to receive any further payment under this Agreement until the Subcontractor's work is wholly completed to the satisfaction of Contractor, Owner and the Architect. If the unpaid balance of the amount to be paid under this Agreement exceeds the cost and expense incurred by Contractor in completing the Subcontractor's work, such excess shall be paid to the Subcontractor, but if the cost and expense of completion of the Subcontractor's work exceeds the balance unpaid, then Subcontractor shall be liable for payment to the Contractor for such excess cost. Such costs and expenses shall include not only the cost of completing the Subcontractor's work but in addition Subcontractor's liability shall extend to warranty and remediation costs and Contractor's liability, if any, to third parties, and all losses, damages, including without limitation liquidated damages, if any, payable by Contractor pursuant to the Contract between Owner and Contractor, and such other costs and expenses, including legal fees and expenses, resulting from Subcontractor's default, or incurred by Contractor in any proceeding against Subcontractor or its sureties to enforce any of Contractor's rights as provided for herein.

ARTICLE XI. DAMAGE TO WORK

11.1 Regardless of cause, Subcontractor shall be responsible for any loss or damage to the Subcontractor's work until final acceptance thereof by Contractor, Owner and the Architect. Contractor shall not be responsible for loss, theft, or damage for materials, tools, equipment, appliances or other personal property owned, rented, or used by the Subcontractor or anyone employed by the Subcontractor, or any sub-subcontractor of the Subcontractor in the performance of the Subcontractor's work.

11.2 **[INCLUDE FOR FINISH WORK SUBCONTRACTORS]** Subcontractor shall be responsible for the supply and installation of protection including Masonite and rigid insulation to finish work including but not limited to fixtures and millwork.

11.3 In the event materials or supplies to be incorporated in the Subcontractor's work are stored offsite, Subcontractor shall be solely responsible for any loss incurred prior to delivery to and distribution within the Project site. If Contractor approves payment for materials or supplies stored offsite, Subcontractor shall provide insurance for such materials and supplies, including in transit coverage to the Project site, and naming Contractor and Owner as additional insured's thereunder.

ARTICLE XII. SITE MAINTENANCE

12.1 The Subcontractor shall, at its sole cost and expense: (1) at all times keep the site free from all waste, rubbish and packaging materials and shall collect and deposit the same in the locations or containers designated by Contractor; (2) clean and remove from those portions of the project site affected by the Subcontractor's work and affected contiguous areas any soiling, staining, mortar, plaster, concrete or dirt and remedy and repair any and all defects resulting therefrom; (3) upon completion of Subcontractor's work day perform such cleaning as may be required to leave the area "broom clean" and remove all its tools, equipment, scaffolds, shanties, and surplus materials. In the event Subcontractor shall fail to perform any of the foregoing duties to Contractor's reasonable satisfaction, and upon two (2) days electronic mail or written notice to Subcontractor, Contractor

shall have the right to perform, or engage others to perform the required cleaning, repair, remediation and removal, the cost of which shall be chargeable to Subcontractor. Said charges to Subcontractor shall be calculated at the following rates: \$48.00 per hour for Labor Foreman and \$38.00 per hour for each laborer. In the event of said performance by Contractor, or others engaged by it, requires over-time work, the charge to Subcontractor shall be 1.5 times the said rates.

ARTICLE XIII. PERMITS, VIOLATIONS AND LICENSES

13.1 The Subcontractor represents that it is duly licensed to the fullest extent required under applicable law to perform its obligations under this Agreement and all other Contract Documents.

13.2 The Subcontractor shall obtain, maintain and pay for all necessary permits and licenses required in connection with the Subcontractor's work and Subcontractor shall comply with the Contract Documents and all applicable Federal, State, Municipal and local laws, codes, ordinances and regulations now or hereafter in effect without additional charge or expense to Contractor. This provision includes Subcontractor's compliance with New York City Local Law 196 and all other applicable Federal, State, and local Site Safety Training laws and regulations.

13.3 Subcontractor shall be responsible for, at Subcontractor's sole cost and expense, any violations resulting from or in connection with the performance of the Subcontractor's work, including without limitation any associated fines and penalties (the "Violations"). If such fines and penalties are paid, Subcontractor shall provide timely proof of payment to Contractor.

13.4 If Subcontractor fails to correct any Violations, and such failure results in a delay to the Project or inability of Contractor to fulfill its obligations under the Prime Contract, the Contractor shall have the right to correct the Violations and withhold payment and/or back charge Subcontractor for the costs associated with correcting the Violations. Subcontractor acknowledges that the penalty for non-compliance with New York City Labor Law 196 carries a minimum violation of \$5,000.

13.5 The Subcontractor shall upon demand furnish such proof as Contractor may require verifying such compliance with applicable law and the correction of violations of applicable law including the requirement that Subcontractor and its staff working onsite maintain the thirty (30) hour OSHA safety certification.

13.6 The Subcontractor agrees to hold harmless and indemnify Contractor, Owner, Architect and all indemnitees from and against any and all losses, injuries, fines, penalties, costs and expenses, including legal fees and expenses, caused directly or indirectly by the Subcontractor's failure to correct and remove such violations.

13.7 The Subcontractor will be held accountable and shall indemnify Contractor and Owner for any failure to conform with the Project approved site safety and/or logistics plans while performing any and all work as well as during coordination of any and all deliveries to the Project. This provision shall include the replacement and proper installation of any temporary protections or barricades moves as part of the Subcontractor performing its work and/or receiving deliveries to the Project.

ARTICLE XIV. WORK FORCE

14.1 The Subcontractor agrees that it will not employ workers, means, materials or equipment or take any action which may cause strikes, work stoppages or any other disturbances to the Subcontractor's work or to the Project or to the premises. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjudicated and resolved in accordance with any plan or procedure for the settlement of jurisdictional disputes which may be in effect in the locality in which the Subcontractor's work is being performed. In the event Subcontractor shall fail to comply with

any of the provisions of this section, Contractor upon three (3) days written notice to the Subcontractor may terminate this Agreement or any part hereof or the engagement of the Subcontractor for all or any portion of the Subcontractor's work, and may complete the Subcontractor's work in the manner provided for in Article X of this Agreement.

14.2 The Subcontractor assumes sole liability for the payment of any payroll or other benefits payable to its employees and those of any of its sub-subcontractors, suppliers of other third parties retained by the Subcontractor under or in connection with this Agreement. The Subcontractor agrees to indemnify and hold harmless Wonder Works, the Owner, the Architect and the indemnities from all claims and liability for payment of said payroll or other benefits. Subcontractor shall promptly furnish Contractor with proof of payment thereof upon demand.

ARTICLE XV. LIENS AND CLAIMS

15.1 If any person or entity files or maintains any form of lien or claim, whether a mechanic's lien or otherwise, against the Project or the premises, or any part thereof in connection with the Subcontractor's work, Subcontractor agrees to cause such liens and claims to be satisfied, removed, or discharged at its sole expense by bond, payment or otherwise within ten (10) days from the date of such filing. In the event Subcontractor fails to do so, Contractor shall have the right, in addition to any other rights under this Agreement and the Contract Documents, or provided by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor elects, at the entire cost and expense of the Subcontractor, including legal fees and expenses. The Subcontractor agrees to indemnify, protect and hold harmless the Contractor, Owner and other indemnities from and against any and all such liens and claims against any and all loss, damage, liability, costs, expenses, including legal fees and expenses, which Contractor, Owner and other indemnities may sustain or incur including delay damages related to actions caused by the Project Lender.

ARTICLE XVI. ASSIGNMENT AND SUBCONTRACTING

16.1 To the fullest extent permitted by law, neither this Agreement or any money due or to become due hereunder shall be assignable by Subcontractor nor shall Subcontractor be permitted to sub-subcontract any portion of Subcontractor's work hereunder, without the prior written consent of Contractor. Any consent by Contractor shall in no event relieve the Subcontractor of any of its duties and obligations under this Agreement and the Contract Documents and Subcontractor shall remain as fully responsible and liable for the performance thereof, and liable for the defaults, negligence, acts and omissions of its assignees and sub-subcontractors (of any tier) and all persons directly or indirectly employed by them, as fully as for Subcontractor's own defaults, negligence, acts and omissions.

16.2 The Subcontractor shall bind each of its permitted sub-subcontractors to all the terms and conditions of this Agreement and the Contract Documents as shall be provided for in each such sub-subcontract entered into. Contractor's consent to any such sub-subcontract shall not be deemed to create, and shall not create any contractual relationship between Contractor and the Sub-subcontractor to whom the Subcontractor's work or any portion thereof is sub-subcontracted and shall not create or vest any right or right of action in such sub-contractor against Contractor or against the Owner.

ARTICLE XVII TERMINATION FOR CONVENIENCE

17.1 Contractor shall have the right at any time by written notice to the Subcontractor to terminate this Agreement and require the Subcontractor to cease all or any portion of the Subcontractor's work. In such event Subcontractor shall not be entitled to or receive anticipated profits on work unperformed or materials or equipment not furnished, nor shall Subcontractor be entitled to any cancellation fee or percentage of the balance of the Price. In the event of termination under this Article, the Subcontractor shall have the sole right and remedy to recover from the

Contractor payments for all the Subcontractor's work completed to the time of notice of termination, less payments already made to the Subcontractor on account thereof, subject to any other rights provided to Contractor under this Agreement. In the event of termination pursuant to this Article all warranties provided for shall survive termination and shall remain enforceable in accordance with their terms.

ARTICLE XVIII. GUARANTIES AND WARRANTIES

18.1 Subcontractor hereby guarantees and warrants the Subcontractor's work to the fullest extent provided by this Agreement and the Contract Documents, and Subcontractor shall provide to Contractor all reasonable documentation as to such guarantees and warranties as required by Contractor and Owner as a condition of and prior to final payment.

18.2.1 The Subcontractor shall remove, replace or repair, as required, at its sole expense and at the convenience of the Owner, any faulty, defective, non-conforming or improper work, materials, or equipment discovered within two (2) years from the date the Architect and the Owner accept the Project as a whole, or such longer period as may be required by the Contract Documents.

18.3 Without being limited by the foregoing, Subcontractor shall pay for all damage resulting from defects in the Subcontractor's work, and all costs and expenses associated with the removal, replacement, correction and/or repair of the Subcontractor's work and any other work or property which may have been damaged by the defective work.

ARTICLE XIX. SAFETY

19.1 Subcontractor agrees that the prevention of accidents to workmen engaged or in the vicinity of the Subcontractor's work is its responsibility. The Subcontractor agrees to comply with all legal and industry safety laws and regulations and standards, including, but not limited to, those of the NYC Department of Buildings, OSHA, any Local Laws or ordinances, etc. and to maintain a safety program in accordance with such requirements as well as such safety standards and safety programs as Contractor and/or its site safety consultant may require. Upon request of Contractor, Subcontractor shall furnish a copy its safety program to the Contractor. The Subcontractor agrees that it shall make no claim for damage caused by delays or stoppages caused by compliance with Contractor's or its site safety consultant's safety plan requirements. Contractor may remedy any failure of Subcontractor to adhere to and fulfill the requirements of this section, at the cost and expense of the Subcontractor, which may be deducted from payment due or to become due to the Subcontractor. It is understood and agreed that if Contractor elects not to remedy Subcontractor's failure under this section, it shall remain Subcontractor's sole responsibility to prevent accidents in the work place as relates directly or indirectly to its work hereunder. Further, it is understood and agreed that Subcontractor shall be fully responsible for and agrees to indemnify and hold the Contractor harmless from any fines, violations, or Stop Work Orders, including legal fees, that the Subcontractor, Contractor, or Project receives as a result of any safety violations of Subcontractor.

19.2 The Subcontractor shall immediately report any accidents occurring on the Project to Contractor and shall within twenty-four (24) hours thereafter submit written accident reports, photographs or other documentation as required by the Contractor concerning such accidents.

19.3 If Contractor determines that for the security of the project site a sign-in, sign-out sheet/log is required, Subcontractor agrees that all of its workers, managers, and on-site personnel will sign in and sign out each and every workday. Contractor may determine to use a Triax electronic entry system ("Triax") to ensure security of the project. If Contractor employs a Triax system, Subcontractor shall be responsible for any lost identification devices at a rate of two hundred dollars (\$200.00) per device.

19.4 Subcontractor will provide and maintain all identifications card, paperwork, and logs as required by any law, regulation, safety standard, or by any municipality having jurisdiction. These include, but are not limited to, logs or identification cards for OSHA training, job specific training, pre-task planning meetings, tool-box talks, safety orientation meetings, etc.

19.5 Prior to the commencement of Subcontractor's Work, Subcontractor represents that it shall review and abide by Contractor's safety plan. Subcontractor can review Contractor's safety plan by requesting electronic copy from Contractor or by visiting Contractor's office to review hard copy.

ARTICLE XX. INDEMNITY AND INSURANCE

20.1 Subcontractor's Indemnification duties and Insurance Requirements hereunder are as set forth in EXHIBIT E attached hereto and made a part hereof. Prior to the execution of this Agreement, Subcontractor's entire insurance policy must be approved by Contractor's insurance carrier.

20.2 Contractor may withhold payment and/or back charge Subcontractor in the event of Subcontractor or its insurance company's failure to provide the protection granted by this Agreement as to the obligation to indemnify, defend and hold Contractor, Owner and other indemnittees harmless as provided in Section 20.1 foregoing and Exhibit E, including the payment of deductible amounts on any of Contractor's insurance policies.

20.3 In claims against any person or entity indemnified under this Article XX by an employee of Contractor, a subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount of type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employment benefit acts.

20.4 The obligations of the Subcontractor under this Article XX shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (i) the preparation, review or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (ii) the giving or failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

20.5 If the Subcontractor fails to procure and maintain such insurance, Contractor shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor, and Subcontractor shall pay the cost thereof and shall furnish all necessary information required to make effective and to maintain such insurance.

20.6 If Subcontractor subcontracts out any portion of their work, it is the sole responsibility of Subcontractor to ensure that their Sub-Subcontractor(s) comply with the same insurance requirements as stated in the Agreement, including Exhibit E. Contractor will not accept any responsibility or liability for any insurance claims made by Subcontractor or Sub-Subcontractor(s) if their insurance does not meet said requirements. These claims, and any resultant fees, or charges, including legal fees, will be the sole responsibility of Subcontractor.

20.7 In the event that Subcontractor's insurance is not compliant with any or all insurance requirements as stated in this Agreement at any point during the Project, Contractor reserves the right to withhold the release of Subcontractor's retainage or any other monies due to Subcontractor for up to two years after completion of the Project, until compliant insurance policies and certificates are provided by Subcontractor.

ARTICLE XXI. SUBCONTRACTOR'S ADDITIONAL OBLIGATIONS

21.1 Subcontractor shall furnish all the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools and scaffolding as are necessary for the proper performance of the Subcontractor's work in accordance with and reasonably inferable from the Contract Documents. The Subcontractor shall provide to Contractor a list of proposed sub-subcontractors and suppliers for review and approval. The Subcontractor shall be responsible for taking field dimensions, providing tests, ordering materials and all other actions as are required to perform Subcontractor's work and to comply with the Schedule of Work annexed to this Agreement.

21.2 The Subcontractor shall (a) cooperate with Contractor and all others whose work may interfere with the Subcontractor's Work; (b) specifically note and immediately advise Contractor of any interference with the Subcontractor's work; (c) participate in the preparation of coordination drawings and work schedules involving Subcontractor's work; (d) coordinate and schedule all material, equipment and supplies delivered to the Project Site with on-site personnel for the monitoring of such deliveries. The failure to properly coordinate such deliveries with Contractor may result in cancellation of deliveries or overtime costs, which costs shall be borne solely by the Subcontractor. SUBCONTRACTOR SHALL HAVE ITS REPRESENTATIVE ON SITE TO RECEIVE AND TO DISTRIBUTE ALL OF ITS EQUIPMENT AND ALL OF ITS MATERIAL, BOTH WITH RESPECT TO THIS SECTION AND WITH RESPECT TO SECTION 21.6 HEREOF FOLLOWING. IN THE EVENT OF SUBCONTRACTOR'S FAILURE TO FULFILL THIS OBLIGATION, ANY LABOR OR OTHER COSTS INCURRED BY CONTRACTOR IN RECEIVING AND DISTRIBUTING SUCH EQUIPMENT AND/OR MATERIAL SHALL BE CHARGED BACK TO SUBCONTRACTOR.

21.3 The Subcontractor shall designate one or more persons who shall be the authorized representative of the Subcontractor both on-site and off-site. Subcontractor shall also designate a Competent Person, who is to be on site full time, as required by the NYC Department of Buildings. Subcontractor hereby names _____ as its Authorized Representative for the administration of this Contract. During the term of this Agreement between Subcontractor and Contractor and for a period of two years from the termination of this Agreement for any reason whatsoever, Subcontractor shall not, either on its own account or for any person, firm, partnership, corporation, or other entity (a) solicit, interfere with, or endeavor to cause any employee of the Contractor to leave his or her employment, or (b) induce or attempt to induce any such employee to breach her or his employment agreement with the Contractor.

21.4 Unless otherwise provided in the Contract Documents, Subcontractor communications by and with the Owner, Architect, separate contractors and/or other subcontractors and suppliers of Contractor is prohibited and shall be made through Contractor, unless specifically authorized otherwise by Contractor. Subcontractor shall be solely liable for the costs associated with Changes in the Work not authorized by Contractor.

21.5 Every part of the Subcontractor's work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Subcontractor's work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Subcontractor's work, which materials shall be new except as may otherwise be expressly provided in the Contract Documents.

21.6 In the event the scope of the Subcontractor's work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to receive, check, count, sign for, unload, distribute, store, handle and install the items so provided, unless otherwise specifically provided for in the Contract Documents, with such skill and care as to ensure a satisfactory and proper installation in accordance with the Contract Documents. Loss or damage to said material and equipment due to the acts or failure to act by the Subcontractor, including damage to material and equipment furnished by others, and caused by the Subcontractor, shall be chargeable

to it and deducted from any amounts due or to become due to the Subcontractor under this Agreement.

21.7 No substitutions shall be made in the Subcontractor's work unless permitted in the Contract Documents and in such case only upon the Subcontractor first receiving all written approvals required under the Contract Documents for substitutions.

21.8 In the event Subcontractor encounters asbestos, polychlorinated biphenyl (PCB) or other hazardous substances at the site which potentially are harmful to persons or property, the Subcontractor shall immediately take all steps required by the Contract Documents and by law to protect persons and property from injury or damage, including stopping the Subcontractor's work in the affected areas and promptly advising Contractor in writing of the condition encountered at the site. In the event the Subcontractor is required to stop work in any area of the Project as a result of hazardous substances located at the site, then the Subcontractor shall not resume its work in the affected area until (a) the hazardous substances have been removed or made harmless, (b) Contractor and Subcontractor agree in writing to recommence work in all or a portion of the area, or (c) the Owner orders the work to proceed in the affected area and the Contractor and Subcontractor agree.

21.9 Subcontractor covenants that it shall not provide, use or install any materials which are considered to be or to contain hazardous substances. Material Safety Data (MSD) sheets are required by law and pertaining to materials or substances used or consumed in the performance of the Subcontractor's work shall be submitted to the Contractor by the Subcontractor. MSD sheets obtained by the Contractor from other subcontractors or other sources shall be made available to the Subcontractor by the Contractor.

21.10 Subcontractor shall not take or fail to take any action that would interfere with the use, operation and enjoyment of the property/properties adjoining the project site or any rights appurtenant thereto. With respect to any Subcontractor's work to be performed at any adjoining property, specific schedules for such Subcontractor's work shall be agreed upon among Subcontractor, Contractor, Owner and the owner of the adjoining property/properties.

21.11 In the event Contractor shall be terminated by Owner, the Subcontractor shall continue performance under this Agreement in accordance with the terms hereof for the benefit of the Owner and Owner's lender (if any). Owner and Owner's lender, if any, shall be deemed to be third party beneficiaries of this provision. Upon request, subcontractor will execute a "will serve" letter in the form required by owner's lender.

21.12 Subcontractor's Project Manager or Principal is required to attend coordination meetings at least one time per week. If subcontractor fails to attend these meetings and it is determined by Contractor that Subcontractor's work, or work by other Subcontractor's on site, is being delayed due to lack of coordination by Subcontractor, Contractor reserves the right to withhold money from Subcontractor for the amount of the resultant delay, as determined by Contractor.

ARTICLE XXII. SEVERABILITY

22.1 In the event that any term or provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable pursuant to applicable law and by final determination and court order, such determination shall not impair or affect the validity or enforceability of the remaining provisions of this Agreement.

ARTICLE XXIII. BONDS

23.1 If required by the Contract Documents, the Subcontractor shall furnish to Contractor a performance bond and/or a payment bond in an amount equal to One Hundred Percent (100%) of the Price provided for in this Agreement. The form and content of such bond(s) and the surety or

sureties thereon shall be reasonably satisfactory to Contractor, Owner's lender and the indemnities. Said bond(s) shall among other provisions contain an undertaking that the bond(s) includes coverage for all Change Orders to the original Agreement between Subcontractor and Contractor. In the event Subcontractor is unable to promptly furnish said bond(s) Contractor may terminate this Agreement in which event Contractor may enter into a subcontract with another for the completion of the Subcontractor's work hereunder. All costs and expenses incurred by Contractor as a result of such termination shall be paid by Subcontractor. Contractor shall have the right to notify Subcontractor's bonding company of any Change Orders or Extensions in Contract Time to avoid unintentional release of surety.

ARTICLE XXIV COMPLIANCE WITH LENDER'S REQUIREMENTS

24.1 Subcontractor agrees to provide such documents as is reasonably required by the Owner's lender and as may be requested of Subcontractor. The submission of any such documents shall be provided to the Contractor directly, not to the Owner or Lender.

ARTICLE XXV APPLICABLE LAW/VENUE/WAIVER

25.1 This Agreement shall be governed by and construed under the laws of the State of New York. The parties hereto agree that any action under this agreement be brought in state or federal court location in New York County. The parties hereto waive all rights to trial by jury.

ARTICLE XXVI. ENTIRE AGREEMENT

26.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties, whether written or oral. This Agreement may not be modified or amended except as specifically provided for herein, nor may any of the rights created hereunder be waived by Contractor unless in writing.

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on the date first above written.

CONTRACTOR:

SUBCONTRACTOR:

Wonder Works Construction Corp.



By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____