

MARCOBAY CONSTRUCTION, INC. SUBCONTRACT CONDITIONS

SECTION 1. (a) The Subcontractor agrees to furnish all labor, materials and equipment and perform all work necessary to fully perform and complete the part or parts of the work of the General Contractor in all respects as is therein required of the Contractor and to the satisfaction of the Owner and Contractor and all incidental thereto necessary for a complete job as described in Article 1. of the Subcontract agreement hereto attached.

(b) The Subcontractor shall procure at his expense all necessary permits and licenses.

(c) The Subcontractor shall furnish all rigging, hoisting equipment, operators, scaffolding, staging, temporary protection, small tools, and any other labor, material or equipment to fully complete and perform the Work of this Subcontract.

(d) The Subcontractor shall furnish all layout, engineering and product and systems testing and certifying as required and specified to fully complete and perform the work of this Subcontract.

SECTION 2. (a) Time is of the essence for this subcontract. The Subcontractor is to execute this Subcontract with sufficient speed and diligence to enable the General Contractor and other subcontractors to comply with their schedules. The Subcontractor shall give his personal superintendence to the Work, or have a competent foreman or superintendent satisfactory to Contractor on the Work at all times during the progress of the Work with authority to act for the Subcontractor.

(b) All required shop drawings, erection drawings, samples, test reports, and/or certificates, submittals and all other data as required will be submitted for approval as soon as possible and in ample time to secure approval and meet the scheduled delivery, installation and completion dates for the Work. Subcontractor must inform Contractor, in writing, of any deviations in the shop drawings and the samples from the requirements of the General Contract; provided, no such notice of a deviation shall relieve Subcontractor of its obligation to perform the Work in accordance with the requirements of the General Contract unless specifically approved in writing by the Contractor, Owner and Architect/Engineer.

SECTION 3. (a) The Subcontractor agrees to begin work when notified by the Contractor and will carry forward and complete his Work as rapidly as the Contractor may judge that the progress of the Work will permit, and so that the Subcontractor's Work will not cause delay in the progress of Contractor's Work or other branches of the Work carried on by other subcontractors. Contractor may require Subcontractor to prosecute some portion of the Work in preference to other portions of the Work as Contractor may specify.

(b) Subcontractor shall be liable to Contractor for any and all actual damages incurred by the Contractor as a result of the Subcontractor's default or breach of any provision of this Subcontract, including, but not limited to, actual damages caused by Subcontractor's delay; actual damages shall include, but not limited to, any liquidated damages incurred by the Contractor as a result of Subcontractor's default, breach or delay.

(c) Contractor shall not be liable to Subcontractor for delay or damages to Subcontractor's Work caused by the act, neglect or default of the Owner, or the Architect/Engineer, or by reason of fire or other casualty, or on account of riots or of strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause beyond the Contractor's control.

(d) Claims for extras will only be allowed when written authorization has been given prior to execution of the work. Only Senior Corporate Officers are authorized to issue change orders in excess of two hundred fifty dollars (\$250.00). Job superintendents are authorized to issue emergency change orders not to exceed two hundred fifty dollars (\$250.00). When such authority is given without a proposal, the fully documented claim must be submitted promptly upon completion of the extra work. Contractor may order changes in the Work without notice to Subcontractor's sureties consisting of additions, deletions, or modifications, such changes to be authorized by written order of the Contractor only; when so made, the Subcontract sum shall be adjusted accordingly. Where work is required to be done and the parties cannot agree as to whether such work is extra work or as to the valuation by reason of any modification as herein provided, the performance of same shall not be delayed, but Subcontractor shall nevertheless proceed with the work upon the written order of Contractor, it being understood that the progress of the work shall not be delayed by any controversy between the parties.

SECTION 4. (a) If the Subcontractor should be adjudged bankrupt, or (b) if he should make a general assignment for the benefit of his creditors, or (c) if a receiver should be appointed on account of his insolvency, or (d) if the Subcontractor should fail to carry forward and complete his Work as provided in this Subcontract as rapidly as the Contractor may judge that the progress of the Work will permit, or (e) if he should become insolvent or should fail to make prompt payment for materials or labor used on the job, or (f) should fail to comply with instructions of the Architect or Engineer or with applicable portions of laws, or (g) it should otherwise be guilty of a breach of this Subcontract, or (h) if it should be determined by a governmental agency that the Subcontractor is in violation of the standards and/or requirements of the Occupational Safety and Health Act of 1970, as amended, as said Act applies to the employers and employees of the construction industry, and a citation of violation is issued by said governmental agency which is not abated by the Subcontractor within the time provided by law, then the Contractor may, after giving Subcontractor written notice in the manner specified in Section 18 hereof, without prejudice to any other right or remedy it may then have, proceed as follows: (1) provide, or have others provide, such materials, supplies, equipment and labor as may be necessary to complete the Work, pay for same and deduct the amount so paid from any money then or thereafter due Subcontractor; or (2) withhold payment of any estimate, pending a curing of the default satisfactory to Contractor, other provisions of this Subcontract notwithstanding; or (3) terminate the Work of the Subcontractor, enter upon the premises and take possession, for use in completing the Work, of all materials, instruments, supplies, tools, equipment and appliances of the Subcontractor thereon and complete the Work, or have the Work completed by others, and not be liable to Subcontractor for any further payments under this Subcontract until final payment is due and then only if and to the extent that the unpaid balance of the amount to be paid under this Subcontract exceeds the expense of Contractor in completing the Work or having the Work completed by others.

If the amount expended by Contractor under (1) above, or the cost of completing the Work under (3) above, (such amounts or costs to include, but not be limited to, compensation for additional managerial, legal and administration service), exceeds the unpaid balance of the Subcontract price herein stated, Subcontractor shall pay Contractor such excess; if the unpaid balance of this Subcontract shall exceed said amount expended by Contractor or cost of completing the Work, the excess shall be paid to the Subcontractor. The rights and remedies grant to Contractor under this section and pursuant to other provisions of this Subcontract shall be cumulative, and are not intended to be in lieu of any legal right or remedy which Contractor may have against Subcontractor for breach of this Subcontract or default hereunder. The exercise by Contractor of any of its remedies shall not release Subcontractor from its obligations under this Subcontract.

The remedies of the Contractor provided for in this Section and in any part of the Contract Documents shall be cumulative, and not exclusive, of all other remedies which the Contractor may have for breach of this Agreement by the Subcontractor, or as a result of the Subcontractor, or as a result of the Subcontractor's failure to perform any of the covenants of this Agreement.

All losses, damages, and expenses, including attorney's fees in the prosecution or defense of any action, arbitration or suits, trial or appeal, enforcement of any judgment, bankruptcy or insolvency proceedings, or any subsequent proceedings or appeals from any order or judgment entered therein, incurred by or resulting to the Contractor on the above account, shall be borne by and charged against the Subcontractor and shall be the damages for breach of this Agreement. At the Contractor's sole discretion and exclusive option, proceeds that are payable, or due to become payable under this Agreement, or any other agreements between the Subcontractor and the Contractor, may be withheld by the Contractor and applied against any losses, costs or expenses as aforesaid.

SECTION 5. Subcontractor assumes exclusive liability for all contributions, taxes or payments required to be made because of employees of the Subcontractor by the Federal and State Unemployment Compensation Acts, Social Security Acts or any amendments thereto, and by all other or future Acts, State or Federal, requiring the payment of similar contributions or taxes, and for all sales tax and use tax. Subcontractor assumes exclusive liability for the payment of all applicable dues, benefits and contributions to any labor union or organization or welfare fund, with respect to its own employees.

SECTION 6. The Subcontractor agrees that he has read and is familiar with the General Contract, including plans, drawings, specifications, general conditions, supplementary conditions special conditions and provisions, addenda and other documents incident thereto (herein collectively called the "General Contract") and affecting this Work, and Subcontractor agrees to be bound to the Contractor by the terms thereof insofar as they relate to the Work undertaken herein by Subcontractor, and agrees to assume toward Contractor all the obligations and responsibilities which the Contractor, by the terms of the General Contract, assumes toward the Owner and Architect/Engineer. Anything pertaining to the Subcontractor's Work that is mentioned in the specifications but shall be of like effect as if shown or mentioned in both. Subcontractor will bound by all rulings, determinations and directive of the Architect/Engineer and/or Owner to the same extend Contractor is so bound. In the event Contractor is required by the terms of the General Contract to arbitrate any controversy with the Owner or with any other prime or subcontractor or supplier and such controversy involves, in whole or in part, the work or materials of Subcontractor, then Subcontractor agrees to participate in the prosecution or defense of such controversy in said arbitration and to be bound by the result thereof. Subcontractor shall not commence or maintain any action or proceeding against Contractor for any damages resulting from any default, breach or interference by the Owner or for extra work or by virtue of any deduction or refusal to pay the Owner, except to the extent of the sum ultimately obtained from the Owner on account thereof by Contractor. Subcontractor in doing the Work acts as an independent contractor and not as an agent or employee of the Contractor. In case of conflict between the provisions of the General Contract between the Owner and the Contractor and the provisions of this Subcontract, the provisions of this Subcontract shall prevail in any matter between the Contractor and the Subcontractor.

SECTION 7. (a) The Contractor shall pay the Subcontractor for the Work performed during the month less 10% retainer in accordance to Article 4 of the subcontract; provided, no payment, partial or final, shall be due or payable to the Subcontractor unless and until as an absolute condition precedent, Contractor receives payment for Subcontractor's Work from the Owner. The amount of each progress payment to the Subcontractor shall be equal to the percentage of completion allowed to the Contractor for the Work of the Subcontractor applied to the contract sum of the Subcontractor plus the amount allowed for material and equipment suitably stored by the Subcontractor less the percentage retained from payments to the Contractor. Final payment shall be due 30 days after completion provided, as an absolute conditions precedent, that (1) the Subcontractor has met the requirements and conditions of the Subcontract, and (2) Contractor has received final payment for Subcontractor's Work from the Owner. From any amount otherwise owed Subcontractor, the Contractor is expressly entitled and authorized to withhold and deduct a reasonable sum based upon the breach of any provision of this Subcontract by the Subcontractor or based upon the assertion of any lien, claim, garnishment, attachment or other levy of a nature covered by Section 8 of this Subcontract, until such breach, controversy, lien, claim, garnishment, attachment or other levy has been resolved by the parties hereto or by a court. It is hereby expressly agreed that the Contractor may set off against amounts owed by the Contractor to the Subcontractor or any contract or contracts between them or any amount or amounts owed, or claimed to be owed, to the Contractor by the Subcontractor under any contract or contracts between the Contractor and the Subcontractor. No payment to Subcontractor shall be interpreted as an approval of the Work, or materials, or any part thereof. No payment received by the Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by the Subcontractor to a person or entity furnishing labor or materials for use in performing the Subcontractor's Work. Acceptance of final payment by the Subcontractor constitutes a general release of the Contractor and the Contractor's surety from all claims and liability of whatever nature.

(b) Subcontractor shall as often as requested by Contractor, and as an absolute condition precedent to any payment hereunder: (1) furnish sworn statements showing all parties who furnish labor or materials to Subcontractor with reference to the Work, together with their names and addresses and verification of amount due or to become due each party; like statements may be required from any subcontractors or material suppliers of the Subcontractor, (2) furnish Contractor with evidence or documentation satisfactory to Contractor (including but not limited affidavits, receipts, releases, and/or lien waivers utilizing Contractor's forms attached herein) that Subcontractor has paid in full for all labor, materials and supplies used in the Work through the date of the payment request, whether the request is for interim or final payment.

(c) The Subcontractor shall pay all persons or parties who have furnished labor or material for use in and about the Work covered by this Subcontract; provided, however, the Contractor reserves the right to pay any part or all of any payment or payments due Subcontractor by checks made payable jointly to Subcontractor and any person or party supplying labor or materials or services to Subcontractor or solely to any such person or party, and any such joint or sole payment shall apply as a payment on this Subcontract.

(d) Final payment (excluding retainage) shall be made to the Subcontractor subject to the following absolute conditions precedent:

1. Subcontractor's work has been completed and approved by owner. 2. Satisfactory proof of payment in the form of final lien release of payment of all amounts owed by Subcontractor in connection with this subcontract has been provided. 3. Subcontractor has provided all required Close Out Documents, Operations & Maintenance Manuals, Warranties, Guaranties, Spare Parts, Extra Materials, Training and/or any other Documentation required by the General Contract.

(e) Retainage payment shall be made to the subcontractor subject to the following absolute conditions precedent:

1. The entire project is complete and Contractor has been paid in full for the entire project. 2. Subcontractor has certified in writing that all materials and supplies utilized by Subcontractor in the performance of the Work and incorporated into the project have been paid in full.

(f) Subcontractor agrees that he will receive any funds paid or advanced under this contract in trust to be applied first to the payment of any amount owing to any person who has performed labor or furnished materials to the Subcontractor for the performance of the Work under this contract and before the Subcontractor shall use any of the same for any other purpose.

(g) Subcontractor's acceptance of final payment shall constitute a full waiver of any and all claims by Subcontractor against Contractor arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by Subcontractor as unsettled at the time of the final Application for Payment.

SECTION 8. (a) Subcontractor covenants and agrees to defend, indemnify, exonerate, and hold harmless the Owner and the Contractor with respect to (1) every claim or action for breach of contract otherwise filed or presented by the Owner arising out of, or related to any work or operation performed by, for or on behalf of, the Subcontractor, (2) every lien notice, lien affidavit and lien suit filed or presented by any material man, laborer or subcontractor to Subcontractor, in connection with the Subcontract Work, (3) every other claim or action of any kind whatsoever, filed or presented by any material man, laborer or subcontractor to Subcontractor, in connection with the Subcontract Work, and (4) every garnishment, attachment or other levy made by a creditor of Subcontractor against the assets or funds of Subcontractor in the hands or custody of the Owner or the Contractor. It is agreed that the Subcontractor price as stated in Article 1 of the Subcontract Agreement attached shall be offset or reduced by the amount necessary and proper to defend, indemnify, exonerate and hold harmless the Contractor and the Owner with respect to any of the foregoing described claims, notices, affidavits, actions, garnishments, attachments and levies. This indemnity shall include all payments made by the Contractor and all reasonable expenses, attorney's fees, and other costs incurred by Contractor in connection therewith. Subcontractor agrees to give Contractor notice and furnish it copies of any claim, action or lien within three (3) days of receipt of same by Subcontractor. (b) The Subcontractor warrants that title to all Work, material and equipment covered by an application for payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Subcontractor, whichever occurs first, free and clear of all liens, claims, security interest or other encumbrances.

SECTION 9. The Subcontractor shall not assign, sublet or transfer this Subcontract, or portion of this Subcontract, or any portion of the proceeds thereof, without first obtaining the written consent and approval of an officer of the Contractor. The Contractor shall not be obligated in any way to accept or acknowledge any such assignment unless the Contractor has so approved.

SECTION 10. (a) Subcontractor is wholly responsible for the safety of his own employees. As to his own employees, the Subcontractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work performed or to be performed by his employees: (I) as stated in the general conditions of the General Contract, (II) as required by OSHA, and (III) as required by all applicable Federal, State and local laws. In connection with its Subcontract Work and at its work site the Subcontractor shall erect, establish and maintain, as required by existing laws, conditions, and progress of the Work, all reasonable safeguards for safety and protection, this includes posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Owner and user of adjacent utilities or facilities.

(b) Prior to commencing its Work at the job site, Subcontractor shall designate a responsible employee at the site whose duty shall be the prevention of accidents. This employee shall be the Subcontractor's job superintendent (or foreman, if there is no superintendent), unless otherwise designated in writing by the Subcontractor to the Contractor.

(c) Subcontractor assumes exclusive liability and covenants and agrees to defend, indemnify and hold harmless the Owner and Contractor as to any penalties assessed against the Owner or Contractor by the United States Department of Labor for violations of the Occupational Safety and Health Act of 1970 and for violations of any applicable statute, law or ordinance which are determined by a governmental agency to have been committed by the Subcontractor or its employees.

SECTION 11. Subcontractor agrees to hold harmless, indemnify, and defend Contractor, Owner and his agents for any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorney's fees and paralegal's fees, for any expense, damage or liability incurred by Contractor, Owner and his agents whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the Work done by Subcontractor under this agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Subcontractor or resulting from the use by Subcontractor, or by any one for whom Subcontractor is legally liable. As separate consideration for this indemnification, Contractor agrees to pay Subcontractor \$10.00, the receipt and sufficiency of which is acknowledged by Subcontractor by Subcontractor's execution of the Agreement.

SECTION 12. No work is to be performed or deliveries made after regular working hours, or on Saturday or Sunday without the prior written permission of Contractor and a representative of Contractor being present.

SECTION 13. Should Subcontractor default in any of the provisions of this Subcontract, and should Contractor employ an attorney to enforce any provision hereof, or to collect damages for breach of the Subcontract, Subcontractor agrees to pay contractor such reasonable attorneys' fee as Contractor may incur or expend therein. As against the obligation here contained Subcontractor waives all rights of exemption.

SECTION 14. This Subcontract contains the entire agreement between the parties and any additions thereto or changes therein must be made in writing and signed by an officer of Contractor and shall be void and of no efficacy unless so made.

SECTION 15. Subcontractor agrees to include the necessary clauses as required by the General Contract in all agreements entered into by Subcontractor with his subcontractors, suppliers, material men and vendors.

SECTION 16. This Subcontract shall be governed by the law of the State of Florida.

SECTION 17. The failure of the Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

SECTION 18. Any notice required to be given by either party to this Subcontractor to the other shall be in writing and may be given by personal delivery or telegram to the other party or by mailing by registered or certified mail (postage prepaid) to the other party at the address stated in this Subcontract. Any such notice shall be considered given and effective immediately upon personal delivery, delivery (whether oral or written) of the telegram, or depositing said notice in the mail, as the case may be.

SECTION 19. INSURANCE.

(a) Subcontractor's Insurance: The Subcontractor will maintain such insurance as will insure him, the Contractor, and the Owner from claims under Workmen's Compensation Acts and any other claims for property damage and claims for personal injury, including death, which may arise from operations under this Subcontract, whether such operations be by himself or any of his subcontractors or anyone directly or indirectly employed by either of them, with minimum limits of liability as attached.

(b) The Subcontractor's general liability and automobile coverage shall include the following coverage: premises operations, products liability, completed operations, independent contractors, broad-form property damage, personal injury, and contractual liability insurance coverage. The automobile liability coverage shall include the following coverages: any auto, hire autos, and non-owned autos. Limits of liability under general and automobile liability insurance coverage shall be written on an occurrence basis for both bodily injury liability and property damage liability. The Contractor and Owner shall be named as additional insured on the Subcontractor's policies for this project. The limits and coverage set forth in this Paragraph A are the minimum limits and coverage required by this Subcontract and are not an indication of the type of coverage and limits the Subcontractor might need to protect the Subcontractor. All Subcontractors' insurance policies shall be written with insurance companies that are acceptable to Contractor. Completed operations insurance shall be maintained for at least one year after completion of the Subcontractor's work pursuant to this Subcontract. Umbrella coverage can be used to satisfy the limits of basic general liability.

(c) Certificates of Insurance: The Subcontractor will submit to the Contractor one (1) copy of Certificates of Insurance certifying the type and the amount of coverage and that the insurance policies carried by him were in force before the work started and certifying that these policies will not be cancelled during the period of construction by an endorsement added to the policies and certificates reading substantially as follows: "The policy herein referred to is not cancelable or subject to a reduction of coverage by the Insurer during the 20 day period after MARCOBAY CONSTRUCTION, INC. has received written notice (as evidenced by return receipt of registered letter) of the Insurer's intention to cancel or reduce the coverage."

(d) The Contractor will not carry insurance coverage for the theft of any materials, tools or equipment on the job site nor will it carry any type insurance covering casualties to any tools or equipment of the Subcontractor. The Subcontractor therefore assumes the risk of theft of its materials, tools, and equipment stored, installed or used on the job site and the risk of all other casualties to its tools and equipment.

(e) Contractor's job superintendent has been advised that subcontractors are not to begin work until such time as certificates of insurance have been furnished and a copy of this subcontract has been executed by the Subcontractor and returned to the Contractor.

SECTION 20. Subcontractor shall provide safe and sufficient facilities at all times for inspection of Subcontractor's work by Contractor, the Architect, the Engineer or their fully authorized representatives and shall upon 24 hours written notice from Contractor, proceed promptly to take down all portions of the work and remove from the grounds and buildings all material, whether work or uncompleted work, which the Architect and/or Engineer shall condemn or fail to approve and Subcontractor shall promptly make good all such work, and all other work damaged or destroyed in removing or making good said condemned or unapproved work.

SECTION 21. Subcontractor shall notify the Contractor immediately of any accident involving injury to Subcontractor's employee and furnish all information for filing of an accident and injury report by Contractor to its insurers. Subcontractor is to see that all injuries involving its employee(s) receive proper and prompt attention.

SECTION 22. The Subcontractor shall be responsible for delivery, unloading, storage and protection of all materials and/or equipment supplied or used in connection with the work under this Subcontract. All deliveries, location of job sites, storage facilities and office trailers, and job site parking must be coordinate with Contractor's on site project superintendent.

SECTION 23. Regular progress meetings will be held on site to be attended by all principal Subcontractors. Your office will be advised of the time and date of meetings and you shall be represented at these meetings by someone authorized to make decisions during these meetings for the Subcontractor.

SECTION 24. Subcontractor shall maintain a competent foreman or superintendent, satisfactory to Contractor, on the site of the work at all times during the progress of the work with authority to act for the Subcontractor. Subcontractor shall notify Contractor in writing, prior to commencement of work at the job site of the names of the foreman or superintendent who will be on site, and of the name of the employee who will be in charge of office work. Notification in writing shall be given to the Contractor prior to the Subcontractor making any changes in said individuals. Contractor reserves the right to request changes in Subcontractor's personnel.

SECTION 25. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the work or property of the Owner, the Contractor or others, the Subcontractor shall promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due to Subcontractor.

SECTION 26. Until final completion of the Project, the Subcontractor agrees not to perform any work directly for the Owner or any tenants thereof, or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by the Contractor. All work for this Project performed by the Subcontractor shall be processed and handled exclusively by the Contractor.

SECTION 27. WARRANTY.

The Subcontractor warrant to the Contractor and the Owner that all materials and equipment furnished under this Subcontract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, fit, safe, sufficient for the purposes intended, and in conformance with the plans and specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and the Subcontractor shall be responsible for any such defective work. The Subcontractor further agrees to warrant its work as called for in the General Contract.

The warranties and guarantees set forth herein are in addition to any other warranties or guarantees provided by law or by separate agreement. The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's work prior to final payment.

SECTION 28. Subcontractor shall clean all debris resulting from his work and shall remove it from the job site. The Subcontractor shall broom clean each work area prior to discontinuing work in said area. This cleaning will be done by the Subcontractor at no expense to the Contractor and the clean up is to meet the job superintendent's approval. In case it becomes necessary, after notifying the Subcontractor in writing, for the Contractor to clean up the debris left by the Subcontractor, then any cost involved will be back charged to the Subcontractor.

SECTION 29. Should the Owners suspend or terminate the General Contract or any part of the General Contract, which includes the Subcontractor's work, the Contractor shall notify the Subcontractor in writing and upon receipt of said notice the said Subcontractor shall immediately stop the Subcontractor's work. In the event of such Owner suspension or termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the General Contract. The Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's sole expense, in the prosecution of any subcontractor claim arising out of an Owner suspension or termination and may permit the Subcontractor to prosecute said claim, in the name of the Contractor, for the use and benefit to the Subcontractor.

SECTION 30. Subcontractor shall at all time supply a sufficient number of skilled workers to perform the work covered by this Subcontract with promptness and diligence in accordance with Section 2(a), 2(b) and Section 3(a) of this Subcontract. Should any workers performing work covered by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing or labor dispute of any kind, Contractor may, at its option and without prejudice to any other remedies it may have, after twenty-four (24) hours written notice to Subcontractor provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor. Further, Contractor may at its option, without prejudice to any other remedies it may have, exercise its remedies, including but not limited to termination, pursuant to Section 4 of the Subcontract.

SECTION 31. The Contractor may, at any time, by written notice to Subcontractor, terminate (without prejudice to any other right or remedy of Contractor) the whole or any portion of the work under this Subcontract for the convenience of the Contractor. In such event, Subcontractor will be compensated only for the reasonable cost of acceptable work performed or materials furnished to the date of termination, including a reasonable overhead and profit (less any payments theretofore made to the Subcontractor by Contractor on account thereof.) In no event shall the total sums paid to Subcontractor exceed the Subcontract price. In the event any exercise by Contractor of its remedies under Section 4 of this Subcontract shall be determined to have been wrongful, such exercise shall be deemed a termination for the convenience of the Contractor under this paragraph.

SECTION 32. Should subcontractor be delayed, suspended, interrupted or interfered in its work by Contractor, the Contractor shall owe Subcontractor therefore only an extension of time; such extension of time shall be equal to the delay caused by the Contractor; any claim for such an extension of time must be made by Subcontractor to Contractor within forty-eight hours from the time of the beginning of the delay, suspension, interruption or interference and if not so made shall be deemed waived.

SECTION 33. The provisions of this Subcontract are severable in whole or in part. If any portion or part hereof is found to be invalid or unenforceable, the remainder of the Subcontract shall continue in full force and effect and such provision may be limited in such a manner as to make it valid and enforceable.

SECTION 34. Subcontractor shall submit to Contractor within five (5) days from the date of this Subcontract, and before first payment hereunder is due, a correct breakdown showing estimated cost of each part of the work, the total of which shall equal the subcontract amount; and such breakdown when approved by Contractor, and Architect or Owner, shall be used as a basis for verification of periodic estimates for partial payments.

SECTION 35. Subcontractor, in addition to its responsibilities under Section 10 of this Subcontract, and not in lieu thereof, agrees to abide by and enforce Contractor's "Project Safety Requirements" of this Subcontract. Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety, and shall have no duty to stop any unsafe practices of Subcontractor or to insure that subcontractor's practices or methods of performing the Work are safe.

SECTION 36. Any legal proceeding of any nature brought by any part or its surety to this contract against the other party or its surety in enforcing any obligation under this contract arising out of any matter pertaining to this contract, the work to be performed hereunder, shall be submitted to trial without jury before the Circuit Court of the Tenth Judicial Court in and for Polk County, Florida.